

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**AGREEMENT
BETWEEN THE
CITY OF DANA POINT
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May ~~2017~~2018, which date is enumerated for purposes of reference only, by and between the CITY OF DANA POINT, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

//
//
//
//
//
//
//
//
//
//
//
//
//

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>SECTION</u>	<u>PAGE</u>
A. TERM:	3
B. OPTIONAL TERMINATION OR EXTENSION:	3
C. REGULAR SERVICES BY COUNTY:.....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:.....	6
E. PATROL VIDEO SYSTEMS:	9
F. LICENSING SERVICES BY CITY:.....	10
G. PAYMENT:.....	10
H. NOTICES:.....	14
I. STATUS OF COUNTY:.....	14
J. STATE AUDIT:	15
K. ALTERATION OF TERMS:.....	15
L. INDEMNIFICATION:.....	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:.....	17
N. MOBILE DATA COMPUTER:	171719
O. E-CITAITON UNITS:.....	21
SIGNATURE PAGE.....	23
Attachment A:	Regular Services by County
Attachment B:	Payment
Attachment C:	City Ordinance
Attachment D:	County Billing Policy
Attachment E:	Forfeited and Seized Asset Policy
Attachment F:	TVAP Resolution
Attachment G:	TVAP Form

//
//
//

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, ~~2017~~2018 and terminate
3 June 30, ~~2018~~2019, unless earlier terminated by either party or extended in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, ~~2018~~2019 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, ~~2018~~2019 and June 30, ~~2019~~2020, law enforcement
11 services similar to those specified herein, then SHERIFF, on behalf of
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
13 execute a written amendment to this Agreement that provides as follows and
14 does not materially alter other terms of the Agreement: SHERIFF shall
15 continue to provide to CITY all or a designated part of the law enforcement
16 services specified herein, for a specified time period between July 1, ~~2018~~
17 2019 and August 31, ~~2018~~2019, and CITY shall pay COUNTY the full costs
18 of providing such services. Such full costs may be greater than those listed
19 herein for the period July 1, ~~2017~~2018 through June 30, ~~2018~~2019.
20 SHERIFF and CITY Manager shall file copies of any such amendments to
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and
22 CITY's Clerk.

23 **C. REGULAR SERVICES BY COUNTY:**

- 24 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
25 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
26 services as hereinafter provided. Such services shall include the
27 enforcement of lawful State statutes and lawful municipal ordinances of
28 CITY other than licensing ordinances.

1 //

2 **C. REGULAR SERVICES BY COUNTY:** (Continued)

- 3 2. The night, day and evening patrol and supervisory shifts will be established
4 by SHERIFF. Personnel of each shift may work varying and different times
5 and may be deployed to other shifts when, in the opinion of SHERIFF and
6 CITY Manager, the need arises. Any long-term shift deployment change will
7 be reported to CITY's Council.
- 8 3. The level of service, other than for licensing, to be provided by the COUNTY
9 for the period July 1, ~~2017~~2018 through June 30, ~~2018~~2019, is set forth in
10 Attachment A and incorporated herein by this reference.
- 11 4. For any service listed in Attachment A of this Agreement that is provided to
12 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
13 the option to terminate such service in the event the other city or cities that
14 contract(s) for the balance of the time of the employee providing the service
15 no longer pay(s) for such service and CITY does not request the Agreement
16 be amended to provide for payment of 100% of the cost of the employee
17 providing such service. The Maximum Obligation of CITY set forth in
18 Subsection G-2 will be adjusted accordingly.
- 19 5. All services contracted for in this Agreement may not be operational on the
20 precise date specified in this Agreement. In those instances, SHERIFF shall
21 notify CITY Manager of the date or dates such service or services are to be
22 implemented. COUNTY shall reduce the monthly charges to CITY, based on
23 the actual date of implementation of the service or services. Charges shall
24 be reduced on the next monthly billing tendered in accordance with
25 Subsection G-3 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
27 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
28

1 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
2 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

3 **C. REGULAR SERVICES BY COUNTY:** (Continued)

4 CITY as soon as possible once the emergency situation is under control.

5 7. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
6 CITY Manager, on behalf of CITY, are authorized to execute written
7 amendments to this Agreement to increase or decrease the level of service
8 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree
9 that such increase or decrease in the level of service is appropriate. Any
10 such amendment to the Agreement shall concomitantly increase or decrease
11 the cost of services payable by CITY set forth in Attachment B and
12 incorporated herein by this reference and the Maximum Obligation of CITY
13 set forth in Subsection G-2, in accordance with the current year's COUNTY
14 law enforcement cost study. SHERIFF and CITY Manager shall file copies
15 of any such amendments to this Agreement with the Clerk of COUNTY's
16 Board of Supervisors and CITY's Clerk. Amendments to this Agreement
17 executed by SHERIFF and CITY Manager may not, in the aggregate,
18 increase or decrease the cost of services payable by CITY by more than one
19 percent (1%) of the total cost originally set forth in Attachment B and the
20 Maximum Obligation originally set forth in Subsection G-2.

21 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
22 required before execution of any amendment that brings the aggregate total
23 of changes in costs payable by CITY to more than one percent (1%) of the
24 total cost originally set forth in Attachment B and the Maximum Obligation
25 originally set forth in Subsection G-2 of this Agreement.

26 8. With respect to the licensing ordinances of CITY listed in Attachment C
27 hereto, which is incorporated herein by this reference, SHERIFF shall
28 receive applications for CITY licenses pursuant to said ordinances and

1 complete investigations relating to such applications. Said investigations
2 shall be forwarded to CITY Manager. COUNTY shall not provide any

3 **C. REGULAR SERVICES BY COUNTY:** (Continued)

4 advisory, administrative, hearing or litigation attorney support or services
5 related to licensing. COUNTY shall not provide any administrative or
6 investigatory services related to the licensing ordinances listed in Attachment
7 C hereto, except the investigations relating to initial applications for which
8 this subsection provides.

- 9 9. SHERIFF shall consider input from the CITY Manager regarding the
10 selection and assignment of supervisory personnel to provide services to
11 CITY.

12 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 13 1. Enhanced services for events on CITY property. At the request of CITY,
14 through its City Manager, SHERIFF may provide enhanced law enforcement
15 services for functions, such as community events, conducted on property
16 that is owned, leased or operated by CITY. SHERIFF shall determine
17 personnel and equipment needed for such enhanced services. To the
18 extent the services provided at such events are at a level greater than that
19 specified in Attachment A of this Agreement, CITY shall reimburse COUNTY
20 for such additional services, at an amount computed by SHERIFF, based on
21 the current year's COUNTY law enforcement cost study. The cost of these
22 enhanced services shall be in addition to the Maximum Obligation of CITY
23 set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY
24 immediately after each such event.
- 25 2. Supplemental services for occasional events operated by private individuals
26 and entities on non-CITY property. At the request of CITY, through its City
27 Manager, and within the limitations set forth in this Subsection D-2,
28 SHERIFF may provide supplemental law enforcement services to preserve

1 the peace at special events or occurrences that occur on an occasional
2 basis and are operated by private individuals or private entities on non-CITY

3 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

4 property. SHERIFF shall determine personnel and equipment needed for
5 such supplemental services, and will provide such supplemental services
6 only if SHERIFF is able to do so without reducing the normal and regular
7 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
8 this Agreement. Such supplemental services shall be provided only by
9 regularly appointed full-time peace officers, at rates of pay governed by a
10 Memorandum of Understanding between COUNTY and the bargaining
11 unit(s) representing the peace officers providing the services. Such
12 supplemental services shall include only law enforcement duties and shall
13 not include services authorized to be provided by a private patrol operator,
14 as defined in Section 7582.1 of the Business and Professions Code. Law
15 enforcement support functions, including, but not limited to, clerical functions
16 and forensic science services, may be performed by non-peace officer
17 personnel if the services do not involve patrol or keeping the peace and are
18 incidental to the provision of law enforcement services. CITY shall reimburse
19 COUNTY its full, actual costs of providing such supplemental services at an
20 amount computed by SHERIFF, based on the current year's COUNTY law
21 enforcement cost study. The cost of these supplemental services shall be in
22 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of
23 this Agreement. SHERIFF shall bill CITY immediately after each such event.

24 3. Supplemental services for events operated by public entities on non-CITY
25 property. At the request of CITY, through its City Manager, and within the
26 limitations set forth in this Subsection D-3, SHERIFF may provide
27 supplemental law enforcement services to preserve the peace at special
28 events or occurrences that occur on an occasional basis and are operated

1 by public entities on non-CITY property. SHERIFF shall determine personnel
2 and equipment needed for such supplemental services, and will provide

3 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

4 such supplemental services only if SHERIFF is able to do so without
5 reducing services that SHERIFF otherwise would provide to CITY pursuant
6 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
7 providing such supplemental services at an amount computed by SHERIFF,
8 based on the current year's COUNTY law enforcement cost study. The cost
9 of these supplemental services shall be in addition to the Maximum
10 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
11 shall bill CITY immediately after each such event.

12 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
13 the services of SHERIFF at events, for which CITY issues permits, that are
14 operated by private individuals or entities or public entities. SHERIFF shall
15 determine personnel and equipment needed for said events. If said events
16 are in addition to the level of services listed in Attachment A of this
17 Agreement, CITY shall reimburse COUNTY for such additional services at an
18 amount computed by SHERIFF, based upon the current year's COUNTY law
19 enforcement cost study. The cost of these services shall be in addition to the
20 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
21 SHERIFF shall bill City immediately after said services are rendered.

22 5. In accordance with Government Code Section 51350, COUNTY has
23 adopted Board Resolution 89-1160 which identifies Countywide services,
24 including but not limited to helicopter response. SHERIFF through this
25 contract provides enhanced helicopter response services. The cost of
26 enhanced helicopter response services is included in the cost of services set
27 forth in Attachment B and in the Maximum Obligation of CITY set forth in
28 Subsection G-2. COUNTY shall not charge any additional amounts for

1 enhanced helicopter services after the cost of services set forth in
2 Attachment B and in the Maximum Obligation set forth in Subsection G-2

3 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

4 has been established without written notification to the CITY.

5 **E. PATROL VIDEO SYSTEMS:**

6 1. As part of the law enforcement services to be provided to CITY, COUNTY
7 has provided, or will provide, patrol video systems (hereinafter called "PVS")
8 that are or will be mounted in patrol vehicles designated by COUNTY for use
9 within CITY service area.

10 2. SHERIFF has the exclusive right to use said PVS for law enforcement
11 services related to this Agreement.

12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
13 installation of Patrol Video Systems that are or will be mounted in patrol
14 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
15 COUNTY, including the costs of maintenance and contributions to a fund for
16 replacement and upgrade of such PVS when they become functionally or
17 technologically obsolete.

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of PVS, are included in the costs set forth in
20 Attachment B and the Maximum Obligation of CITY set forth in Subsection
21 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
22 not be charged additional amounts for maintenance or replacement/upgrade
23 of said PVS during the period July 1, ~~2017~~2018 through June 30, ~~2018~~2019.

24 4. If, following the initial acquisition of PVS referenced above, CITY requires
25 PVS for additional patrol cars designated for use in the CITY service area,
26 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
27 CITY will pay to COUNTY a) the full costs of acquisition and installation of
28 said additional PVS, and b) the full recurring costs for said PVS, as deemed

1 necessary by COUNTY, including the costs of maintenance, and
2 contributions to a fund for replacement and upgrade of such PVS when they

3 **E. PATROL VIDEO SYSTEMS: (Continued)**

4 become functionally or technologically obsolete. Said costs related to
5 additional PVS are not included in, and are in addition to, the costs set forth
6 in Attachment B and the Maximum Obligation of CITY set forth in
7 Subsection G-2 of this Agreement.

8 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
9 replacing/upgrading PVS shall be paid by COUNTY from the
10 replacement/upgrade funds to be paid by CITY in accordance with the
11 foregoing. CITY shall not be charged any additional charge to replace or
12 upgrade PVS.

13 **F. LICENSING SERVICES BY CITY:**

14 Upon receipt from COUNTY of investigations of applications for licenses
15 referred to in Subsection C-8 of this Agreement, CITY Manager shall determine
16 whether to grant or deny the licenses and will issue the licenses or notify the
17 applicants of denial. CITY shall provide all attorney services related to the
18 granting, denial, revocation and administration of said licenses and the
19 enforcement of CITY ordinances pertaining to said licenses.

20 **G. PAYMENT:**

21 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
22 COUNTY the full costs of performing the services mutually agreed upon in
23 this Agreement. The costs of services include salaries, wages, benefits,
24 mileage, services, supplies, equipment, and divisional, departmental and
25 COUNTY General overhead.

26 2. Unless the level of service set forth in Attachment A is increased or
27 decreased pursuant to mutual agreement of the parties, or CITY is required
28 to pay for increases as set forth in Subsection G-4, the Maximum Obligation

1 of CITY for full cost of services, other than Licensing Services, set forth in
2 Attachment A of this Agreement, to be provided by the COUNTY for the

3 **G. PAYMENT:** (Continued)

4 period July 1, ~~2017~~2018 through June 30, ~~2018~~2019 shall be
5 ~~\$12,072,713~~XXX12,671,207 as set forth in Attachment B.

6 The overtime costs included in the Agreement are only an estimate.
7 SHERIFF shall notify CITY of actual overtime worked during each fiscal
8 year. If actual overtime worked is above or below budgeted amounts,
9 billings will be adjusted accordingly at the end of the fiscal year. Actual
10 overtime costs may exceed CITY's Maximum Obligation.

11 3. COUNTY shall invoice CITY monthly. During the period July 1, ~~2017~~2018
12 through June 30, ~~2018~~2019 said invoices will require payment by CITY of
13 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection
14 G-2 of this Agreement, as said Maximum Obligation may have been
15 increased or decreased pursuant to mutual agreement of the parties. In
16 addition, if a determination is made that increases described in Subsection
17 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
18 such increases in its monthly charges for such increases in its monthly
19 invoices to CITY for the balance of the period July 1, ~~2017~~2018 and June
20 30, ~~2018~~2019.

21 4a. At the time this Agreement is executed, there are unresolved issues
22 pertaining to potential changes in salaries and benefits for COUNTY
23 employees. The costs of such potential changes are not included in the
24 Fiscal Year ~~2017~~2018-18-19 cost set forth in Attachment B nor in the Fiscal
25 Year ~~2017~~2018-18-19 Maximum Obligation of CITY set forth in Subsection
26 G-2 of this Agreement. If the changes result in the COUNTY incurring or
27 becoming obligated to pay for increased costs for or on account of personnel
28 whose costs are included in the calculations of costs charged to CITY

1 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation
2 set forth in Subsection G-2 of this Agreement, the full costs of said increases
3 to the extent such increases are attributable to work performed by such
4 personnel

5 **G. PAYMENT:** (Continued)

6 after July 1, ~~2017~~2018 and CITY's Maximum Obligation hereunder shall be
7 deemed to have increased accordingly. CITY shall pay COUNTY in full for
8 such increases on a pro-rata basis over the portion of the period between
9 July 1, ~~2017~~2018 and June 30, ~~2018~~2019 remaining after COUNTY notifies
10 CITY that increases are payable. If the changes result in the COUNTY
11 incurring or becoming obligated to pay for decreased costs for or on account
12 of personnel whose costs are included in the calculations of costs charged to
13 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
14 extent such decreases are attributable to work performed by such personnel
15 during the period July 1, ~~2017~~2018 through June 30, ~~2018~~2019, and CITY's
16 Maximum Obligation hereunder shall be deemed to have decreased
17 accordingly. COUNTY shall reduce required payment by CITY in full for
18 such decreases on a pro-rata basis over the portion of the period between
19 July 1, ~~2017~~2018 and June 30, ~~2018~~2019 remaining after COUNTY notifies
20 CITY that the Maximum Obligation has decreased.

21 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
22 above, COUNTY, at the request of CITY, will thereafter reduce the level of
23 service to be provided to CITY set forth in Attachment A of this Agreement to
24 a level that will make the Maximum Obligation of CITY hereunder for the
25 period July 1, ~~2017~~2018 through June 30, ~~2018~~2019 an amount specified by
26 CITY that is equivalent to or higher or lower than the Maximum Obligation set
27 forth in Subsection G-2 for said period at the time this Agreement originally
28 was executed. The purpose of such adjustment of service levels will be to

1 give CITY the option of keeping its Maximum Obligation hereunder at the
2 pre-increase level or at any other higher or lower level specified by CITY. In
3 the event of such reduction in level of service and adjustment of costs, the
4 parties shall execute an amendment to this Agreement so providing.

5 **G. PAYMENT:** (Continued)

6 Decisions about how to reduce the level of service provided to CITY shall be
7 made by SHERIFF with the approval of CITY.

- 8 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
9 approved County Billing Policy, which is attached hereto as Attachment D
10 and incorporated herein by this reference.
- 11 6. COUNTY shall charge CITY late payment penalties in accordance with
12 County Billing Policy.
- 13 7. As payment for the Licensing Services described in Subsection C-8 of this
14 Agreement, COUNTY shall retain all fees paid by applicants for licenses
15 pursuant to CITY ordinances listed in Attachment C hereto. Retention of
16 said fees by COUNTY shall constitute payment in full to COUNTY for costs
17 incurred by COUNTY in performing the functions related to licensing
18 described in Subsection C-8; provided, however, that if any of said fees are
19 waived or reduced by CITY, CITY shall pay to COUNTY the difference
20 between the amount of fees retained by COUNTY and the fees that were set
21 forth in the ordinances listed in Attachment C at the time this Agreement was
22 executed. If CITY increases the fee schedule for the licensing ordinances set
23 forth in Attachment C, either party shall have the right to seek amendment of
24 this Agreement with respect to the division of the increased fees between
25 CITY and COUNTY.
- 26 8. Fees generated or collected by SHERIFF contract personnel for copying of
27 documents related to the services provided in this Agreement will be at
28 COUNTY-established rates and will be credited to CITY on an annual basis.

1 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
2 which is incorporated herein by this reference.

3 //

4 //

5 **H. NOTICES:**

6 1. Except for the notices provided for in Subsection 2 of this Section, all notices
7 authorized or required by this Agreement shall be effective when written and
8 deposited in the United States mail, first class postage prepaid and
9 addressed as follows:

10 **CITY:** ATTN: CITY MANAGER
11 33282 STREET OF THE GOLDEN LANTERN
12 DANA POINT, CA 92629

13 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
14 SHERIFF-CORONER DEPARTMENT
15 320 NORTH FLOWER STREET, SUITE 108
16 SANTA ANA, CA 92703

17 2. Termination notices shall be effective when written and deposited in the
18 United States mail, certified, return receipt requested and addressed as
19 above.

20 **I. STATUS OF COUNTY:**

21 COUNTY is, and at all times shall be deemed to be, an independent contractor.
22 Nothing herein contained shall be construed as creating the relationship of
23 employer and employee, or principal and agent, between CITY and COUNTY or
24 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
25 all authority for rendition of services, standards of performance, control of
26 personnel, and other matters incident to the performance of services by
27 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
28

1 shall not be entitled to any rights or privileges of CITY employees and shall not
2 be considered in any manner to be CITY employees.

3 //

4 //

5 //

6 **J. STATE AUDIT:**

7 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
8 subject to examination and audit by the State Auditor for a period of three (3)
9 years after final payment by CITY to COUNTY under this Agreement. CITY and
10 COUNTY shall retain all records relating to the performance of this Agreement
11 for said three-year period, except that those records pertaining to any audit then
12 in progress, or to any claim or litigation, shall be retained beyond said three-year
13 period, until final resolution of said audit, claim or litigation.

14 **K. ALTERATION OF TERMS:**

15 This Agreement fully expresses all understanding of CITY and COUNTY with
16 respect to the subject matter of this Agreement and shall constitute the total
17 Agreement between the parties for these purposes. No addition to, or alteration
18 of, the terms of this Agreement shall be valid unless made in writing, formally
19 approved and executed by duly authorized agents of both parties.

20 **L. INDEMNIFICATION:**

21 1. COUNTY, its officers, agents, employees, subcontractors and independent
22 contractors shall not be deemed to have assumed any liability for the
23 negligence or any other act or omission of CITY or any of its officers, agents,
24 employees, subcontractors or independent contractors, or for any dangerous
25 or defective condition of any public street or work or property of CITY, or for
26 any illegality or unconstitutionality of CITY's municipal ordinances. CITY
27 shall indemnify and hold harmless COUNTY and its elected and appointed
28 officials, officers, agents, employees, subcontractors and independent

1 contractors from any claim, demand or liability whatsoever based or asserted
2 upon the condition of any public street or work or property of CITY, or upon
3 the illegality or unconstitutionality of any municipal ordinance of CITY that
4 SHERIFF has enforced, or upon any act or omission of CITY, or its elected
5 and appointed officials, officers, agents, employees, subcontractors or

6 **L. INDEMNIFICATION: (Continued)**

7 independent contractors related to this Agreement, including, but not limited
8 to, any act or omission related to the maintenance or condition of any vehicle
9 or motorcycle that is owned or possessed by CITY and used by COUNTY
10 personnel in the performance of this Agreement, for property damage, bodily
11 injury or death or any other element of damage of any kind or nature, and
12 CITY shall defend, at its expense including attorney fees, and with counsel
13 approved in writing by COUNTY, COUNTY and its elected and appointed
14 officials, officers, agents, employees, subcontractors and independent
15 contractors in any legal action or claim of any kind based or asserted upon
16 such condition of public street or work or property, or illegality or
17 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If
18 judgment is entered against CITY and COUNTY by a court of competent
19 jurisdiction because of the concurrent active negligence of either party, CITY
20 and COUNTY agree that liability will be apportioned as determined by the
21 court. Neither party shall request a jury apportionment.

- 22 2. COUNTY shall indemnify and hold harmless CITY and its elected and
23 appointed officials, officers, agents, employees, subcontractors and
24 independent contractors from any claim, demand or liability whatsoever
25 based or asserted upon any act or omission of COUNTY or its elected and
26 appointed officials, officers, agents, employees, subcontractors or
27 independent contractors related to this Agreement, for property damage,
28 bodily injury or death or any other element of damage of any kind or nature,

1 and COUNTY shall defend, at its expense, including attorney fees, and with
2 counsel approved in writing by CITY, CITY and its elected and appointed
3 officials, officers, agents, employees, subcontractors and independent
4 contractors in any legal action or claim of any kind based or asserted upon
5 such alleged acts or omissions.

6 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

7 1. COUNTY has established a Traffic Violator Apprehension Program [“the
8 Program”], which is operated by SHERIFF, and is designed to reduce
9 vehicle accidents caused by unlicensed drivers and drivers whose licenses
10 are suspended and to educate the public about the requirements of the
11 Vehicle Code and related safety issues with regard to driver licensing,
12 vehicle registration, vehicle operation, and vehicle parking. The Program
13 operates throughout the unincorporated areas of the COUNTY and in the
14 cities that contract with COUNTY for SHERIFF’s law enforcement services,
15 without regard to jurisdictional boundaries, because an area-wide approach
16 to reduction of traffic accidents and driver education is most effective in
17 preventing traffic accidents. In order for CITY to participate in the Program,
18 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
19 amount and under the terms and conditions set forth in the resolution that is
20 attached hereto as Attachment F and incorporated into this Agreement by
21 reference [hereinafter called a “TVAP resolution”], and has directed that the
22 revenue from such fee be used for the Program. CITY’s participation in the
23 Program may be terminated at any time by rescission or amendment of its
24 TVAP resolution that is attached hereto as Attachment F. In the event CITY
25 1) amends said TVAP resolution, or rescinds said TVAP resolution and
26 adopts a new TVAP resolution pertaining to the above-referenced fee and
27 the Program, and 2) remains a participant in the Program thereafter, CITY’s
28 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have

1 authority to execute an amendment of this Agreement to substitute CITY's
2 amended or new TVAP resolution for Attachment F hereto, as long as said
3 amendment to this Agreement does not materially change any other
4 provision of this Agreement.

5 //

6 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

- 7 2. COUNTY will make available for review, at the request of CITY, all financial
8 data related to the Program as may be requested by CITY.
- 9 3. Fee revenue generated by COUNTY and participating cities will be used to
10 fund the following positions, which will be assigned to the Program:

- 11 • Ten one hundredths of one (0.10) Sergeant
12 (8 hours per two-week pay period)
- 13 • One (1) Staff Specialist
14 (80 hours per two-week pay period)
- 15 • One (1) Office Specialist
16 (80 hours per two-week pay period)

- 17 4. Fee revenue generated by CITY may be used to reimburse CITY for
18 expenditures for equipment and/or supplies directly in support of the
19 Program. In order for an expenditure for equipment and/or supplies to be
20 eligible for reimbursement, CITY shall submit a request for and obtain pre-
21 approval of the expenditure by using the form as shown in Attachment G.
22 The request shall be submitted within the budget schedule established by
23 SHERIFF. SHERIFF shall approve the expenditure only if both of the
24 following conditions are satisfied: 1) there are sufficient Program funds,
25 attributable to revenue generated by CITY's fee, to pay for the requested
26 purchase, and 2) CITY will use the equipment and/or supplies, during their
27 entire useful life, only for purposes authorized by its TVAP resolution in
28 effect at the time of purchase. In the event that CITY terminates its

1 participation in the Program, CITY agrees that the equipment purchased by
2 CITY and reimbursed by Program funds will continue to be used, during the
3 remainder of its useful life, exclusively for the purpose authorized by CITY'S
4 TVAP resolution in effect at the time of purchase.

5 //

6 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

7 5. In the event the fees adopted by COUNTY, CITY and other participating
8 jurisdictions are not adequate to continue operation of the Program at the
9 level at which it operated previously, COUNTY, at the option of CITY, will
10 reduce the level of Program service to be provided to CITY or will continue to
11 provide the existing level of Program services. COUNTY will charge CITY
12 the cost of any Program operations that exceeds the revenue generated by
13 fees. Such charges shall be in addition to the Maximum Obligation of CITY
14 set forth in Subsection G-2 of this Agreement. The amount of any revenue
15 shortfall charged to CITY will be determined, at the time the revenue shortfall
16 is experienced, according to CITY's share of Program services rendered. In
17 the event of a reduction in level of Program service, termination of Program
18 service or adjustment of costs, the parties shall execute an amendment to
19 this Agreement so providing. Decisions about how to reduce the level of
20 Program service provided to CITY shall be made by SHERIFF with the
21 approval of CITY.

22 **N. MOBILE DATA COMPUTERS:**

- 23 1. As part of the law enforcement services to be provided to CITY, COUNTY
24 has provided, or will provide, mobile data computers (hereinafter called
25 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
26 designated by COUNTY for use within CITY limits.
- 27 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
28 services related to this Agreement.

- 1 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
2 installation of MDCs that are or will be mounted in patrol vehicles and
3 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
4 by COUNTY, including the costs of maintenance and contributions to a fund
5 for replacement and upgrade of such MDCs when they become functionally

6 **N. MOBILE DATA COMPUTERS:** (Continued)

7 or technologically obsolete. The costs to be paid by CITY for recurring costs,
8 including maintenance and replacement/upgrade of MDCs, are included in
9 the costs set forth in Attachment B and the Maximum Obligation of CITY set
10 forth in Subsection G-2 of this Agreement unless CITY has already paid
11 such costs. CITY shall not be charged additional amounts for maintenance
12 or replacement/upgrade of said MDCs during the period July 1, ~~2017~~2018
13 through June 30, ~~2018~~2019.

- 14 4. If, following the initial acquisition of MDCs referenced above, CITY requires
15 MDCs for additional patrol cars or motorcycles designated for use in the
16 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
17 said additional MDCs. Upon demand by COUNTY, CITY will pay to
18 COUNTY a) the full costs of acquisition and installation of said additional
19 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
20 by COUNTY, including the costs of maintenance, and contributions to a fund
21 for replacement and upgrade of such MDCs when they become functionally
22 or technologically obsolete. Said costs related to additional MDCs are not
23 included in, and are in addition to, the costs set forth in Attachment B and
24 the Maximum Obligation of CITY set forth in Subsection G-2 of this
25 Agreement.
- 26 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
27 replacing/upgrading MDCs shall be paid by COUNTY from the
28 replacement/upgrade funds to be paid by CITY in accordance with the

1 foregoing. CITY shall not be charged any additional charge to replace or
2 upgrade MDCs.

3 //

4 //

5 //

6 **O. E-CITATION UNITS:**

- 7 1. As part of the law enforcement services to be provided to CITY, COUNTY
8 has provided, or will provide, E-Citation units designated by COUNTY for
9 use within CITY limits.
- 10 2. SHERIFF has the exclusive right to use said E-Citation units for law
11 enforcement services related to this Agreement.
- 12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
13 E-Citation units that are assigned to CITY, and b) recurring costs, as deemed
14 necessary by COUNTY, including the costs of maintenance and contributions
15 to a fund for replacement and upgrade of such E-Citation units when they
16 become functionally or technologically obsolete.

17 The costs to be paid by CITY for recurring costs, including maintenance and
18 replacement/upgrade of E-Citation units, are included in the costs set forth in
19 Attachment B and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
21 not be charged additional amounts for maintenance or replacement/upgrade
22 of said E-Citation units during the period July 1, ~~2017~~2018 through
23 June 30, ~~2018~~2019.

- 24 4. If, following the initial acquisition of E-Citation units referenced above, CITY
25 requires E-Citation units designated for use in CITY, COUNTY will purchase
26 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to
27 COUNTY a) the full costs of acquisition of said additional E-Citation units,
28 and b) the full recurring costs for said E-Citation units, as deemed necessary

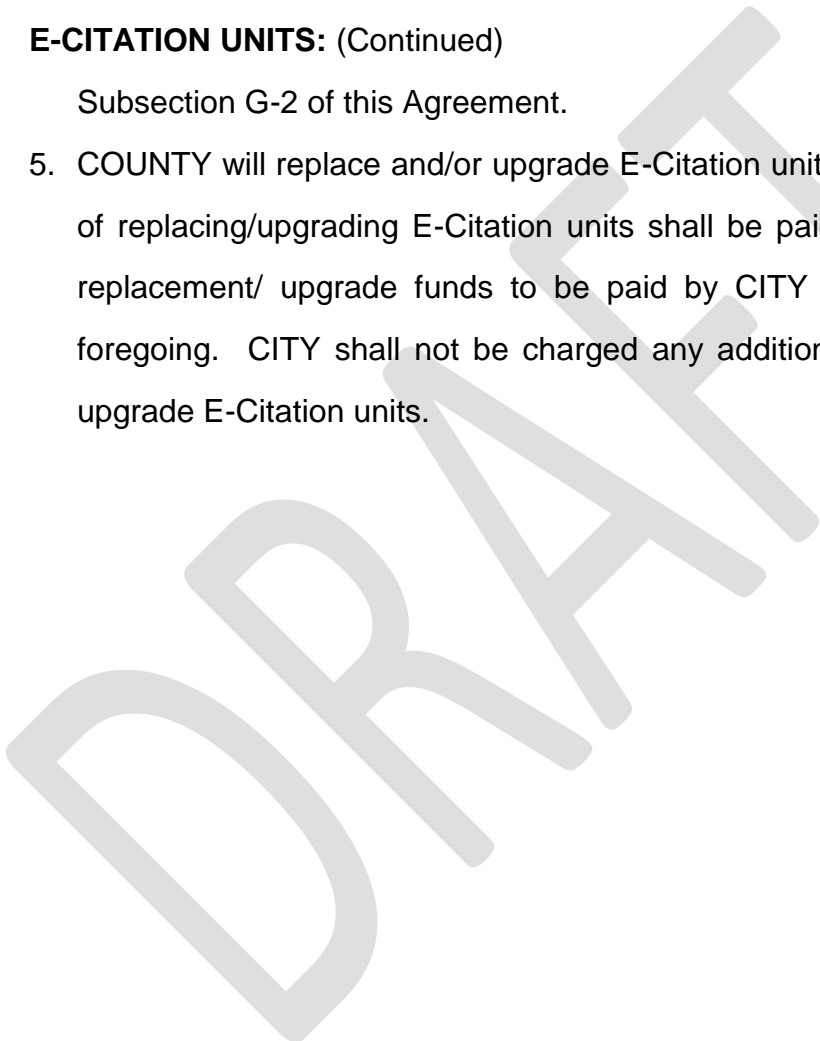
1 by COUNTY, including the costs of maintenance, and contributions to a fund
 2 for replacement and upgrade of such E-Citation units when they become
 3 functionally or technologically obsolete. Said costs related to additional
 4 E-Citation units are not included in, and are in addition to, the costs set forth
 5 in Attachment B and the Maximum Obligation of CITY set forth in

6 **O. E-CITATION UNITS: (Continued)**

7 Subsection G-2 of this Agreement.

8 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
 9 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
 10 replacement/ upgrade funds to be paid by CITY in accordance with the
 11 foregoing. CITY shall not be charged any additional charge to replace or
 12 upgrade E-Citation units.

13 //
 14 //
 15 //
 16 //
 17 //
 18 //
 19 //
 20 //
 21 //
 22 //
 23 //
 24 //
 25 //
 26 //
 27 //
 28 //



1 //
2 //
3 //
4 //
5 //

6 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT in the
7 County of Orange, State of California.

8 DATED: _____

9 ATTEST: _____
10 City Clerk

CITY OF DANA POINT

11 BY: _____
12 City Manager

13 APPROVED AS TO FORM:

14 BY: _____
15 City Attorney

16 -----
17 DATED: _____

18 COUNTY OF ORANGE

19 BY: _____
20 Chairwoman of the Board of Supervisors
21 County of Orange, California

22 SIGNED AND CERTIFIED THAT A COPY OF THIS
23 AGREEMENT HAS BEEN DELIVERD TO THE CHAIR
24 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

25 Attest:

26 _____
27 Robin Stieler
28 Clerk of the Board
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

County of Orange, California

BY: _____
Deputy

DATED: _____

DRAFT