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

**THIS AGREEMENT** is entered into this First day of May 201~~7~~<sup>6</sup>, 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:**

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2017~~6~~ and terminate  
3 June 30, 2018~~7~~, 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~~7~~ for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, 2018~~7~~ and June 30, 2019~~8~~, 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~~7~~  
17 and August 31, 2018~~7~~, and CITY shall pay COUNTY the full costs of  
18 providing such services. Such full costs may be greater than those listed  
19 herein for the period July 1, 2017~~6~~ through June 30, 2018~~7~~. SHERIFF and  
20 CITY Manager shall file copies of any such amendments to this Agreement  
21 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established  
3 by SHERIFF. Personnel of each shift may work varying and different times  
4 and may be deployed to other shifts when, in the opinion of SHERIFF and  
5 CITY Manager, the need arises. Any long-term shift deployment change will  
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by the COUNTY  
8 for the period July 1, 201~~6~~ through June 30, 201~~7~~, is set forth in  
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to  
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
12 the option to terminate such service in the event the other city or cities that  
13 contract(s) for the balance of the time of the employee providing the service  
14 no longer pay(s) for such service and CITY does not request the Agreement  
15 be amended to provide for payment of 100% of the cost of the employee  
16 providing such service. The Maximum Obligation of CITY set forth in  
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the  
19 precise date specified in this Agreement. In those instances, SHERIFF shall  
20 notify CITY Manager of the date or dates such service or services are to be  
21 implemented. COUNTY shall reduce the monthly charges to CITY, based on  
22 the actual date of implementation of the service or services. Charges shall  
23 be reduced on the next monthly billing tendered in accordance with  
24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
26 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF  
27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify  
28 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

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

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

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

24 ~~Notwithstanding the foregoing, SHERIFF and CITY Manager may increase~~  
25 ~~the service level of a previously defunded Office Specialist from zero (0) to~~  
26 ~~one (1) without further approval by the COUNTY's Board of Supervisors and~~  
27 ~~CITY's Council.~~

28 //

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

- 2 8. With respect to the licensing ordinances of CITY listed in Attachment C  
3 hereto, which is incorporated herein by this reference, SHERIFF shall  
4 receive applications for CITY licenses pursuant to said ordinances and  
5 complete investigations relating to such applications. Said investigations  
6 shall be forwarded to CITY Manager. COUNTY shall not provide any  
7 advisory, administrative, hearing or litigation attorney support or services  
8 related to licensing. COUNTY shall not provide any administrative or  
9 investigatory services related to the licensing ordinances listed in Attachment  
10 C hereto, except the investigations relating to initial applications for which  
11 this subsection provides.
- 12 9. SHERIFF shall consider input from the CITY Manager regarding the  
13 selection and assignment of supervisory personnel to provide services to  
14 CITY.

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

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

28 //

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

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

28 //

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

2 3. Supplemental services for events operated by public entities on non-CITY  
3 property. At the request of CITY, through its City Manager, and within the  
4 limitations set forth in this Subsection D-3, SHERIFF may provide  
5 supplemental law enforcement services to preserve the peace at special  
6 events or occurrences that occur on an occasional basis and are operated  
7 by public entities on non-CITY property. SHERIFF shall determine personnel  
8 and equipment needed for such supplemental services, and will provide  
9 such supplemental services only if SHERIFF is able to do so without  
10 reducing services that SHERIFF otherwise would provide to CITY pursuant  
11 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of  
12 providing such supplemental services at an amount computed by SHERIFF,  
13 based on the current year's COUNTY law enforcement cost study. The cost  
14 of these supplemental services shall be in addition to the Maximum  
15 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF  
16 shall bill CITY immediately after each such event.

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

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

2 5. In accordance with Government Code Section 51350, COUNTY has  
3 adopted Board Resolution 89-1160 which identifies Countywide services,  
4 including but not limited to helicopter response. SHERIFF through this  
5 contract provides enhanced helicopter response services. The cost of  
6 enhanced helicopter response services is included in the cost of services set  
7 forth in Attachment B and in the Maximum Obligation of CITY set forth in  
8 Subsection G-2. COUNTY shall not charge any additional amounts for  
9 enhanced helicopter services after the cost of services set forth in  
10 Attachment B and in the Maximum Obligation set forth in Subsection G-2  
11 has been established without written notification to the CITY.

12 **E. PATROL VIDEO SYSTEMS:**

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY  
14 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
15 that are or will be mounted in patrol vehicles designated by COUNTY for use  
16 within CITY service area.
- 17 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
18 services related to this Agreement.
- 19 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
20 installation of Patrol Video Systems that are or will be mounted in patrol  
21 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by  
22 COUNTY, including the costs of maintenance and contributions to a fund for  
23 replacement and upgrade of such PVS when they become functionally or  
24 technologically obsolete.

25 The costs to be paid by CITY for recurring costs, including maintenance and  
26 replacement/upgrade of PVS, are included in the costs set forth in  
27 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
28 G-2 of this Agreement unless CITY has already paid such costs. CITY shall

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

2 not be charged additional amounts for maintenance or replacement/upgrade  
3 of said PVS during the period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup>.

4 4. If, following the initial acquisition of PVS referenced above, CITY requires  
5 PVS for additional patrol cars designated for use in the CITY service area,  
6 COUNTY will purchase said additional PVS. Upon demand by COUNTY,  
7 CITY will pay to COUNTY a) the full costs of acquisition and installation of  
8 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
9 necessary by COUNTY, including the costs of maintenance, and  
10 contributions to a fund for replacement and upgrade of such PVS when they  
11 become functionally or technologically obsolete. Said costs related to  
12 additional PVS are not included in, and are in addition to, the costs set forth  
13 in Attachment B and the Maximum Obligation of CITY set forth in  
14 Subsection G-2 of this Agreement.

15 5. COUNTY will replace and/or upgrade PVS as needed. The costs of  
16 replacing/upgrading PVS shall be paid by COUNTY from the  
17 replacement/upgrade funds to be paid by CITY in accordance with the  
18 foregoing. CITY shall not be charged any additional charge to replace or  
19 upgrade PVS.

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

21 Upon receipt from COUNTY of investigations of applications for licenses  
22 referred to in Subsection C-8 of this Agreement, CITY Manager shall determine  
23 whether to grant or deny the licenses and will issue the licenses or notify the  
24 applicants of denial. CITY shall provide all attorney services related to the  
25 granting, denial, revocation and administration of said licenses and the  
26 enforcement of CITY ordinances pertaining to said licenses.

27 //

28 //

1 **G. PAYMENT:**

2 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
3 COUNTY the full costs of performing the services mutually agreed upon in  
4 this Agreement. The costs of services include salaries, wages, benefits,  
5 mileage, services, supplies, equipment, and divisional, departmental and  
6 COUNTY General overhead.

7 2. Unless the level of service set forth in Attachment A is increased or  
8 decreased pursuant to mutual agreement of the parties, or CITY is required  
9 to pay for increases as set forth in Subsection G-4, the Maximum Obligation  
10 of CITY for full cost of services, other than Licensing Services, set forth in  
11 Attachment A of this Agreement, to be provided by the COUNTY for the  
12 period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup> shall be  
13 \$~~12,072,713~~<sup>11,255,076</sup> as set forth in Attachment B.

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

19 3. COUNTY shall invoice CITY monthly. During the period July 1, 201~~7~~<sup>6</sup>  
20 through June 30, 201~~8~~<sup>7</sup> said invoices will require payment by CITY of one-  
21 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2  
22 of this Agreement, as said Maximum Obligation may have been increased or  
23 decreased pursuant to mutual agreement of the parties. In addition, if a  
24 determination is made that increases described in Subsection G-4 must be  
25 paid, COUNTY thereafter shall include the pro-rata charges for such  
26 increases in its monthly charges for such increases in its monthly invoices to  
27 CITY for the balance of the period July 1, 201~~7~~<sup>6</sup> and June 30, 201~~8~~<sup>7</sup>.

28 //

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

2 4a. At the time this Agreement is executed, there are unresolved issues  
3 pertaining to potential changes in salaries and benefits for COUNTY  
4 employees. The costs of such potential changes are not included in the  
5 Fiscal Year 201~~7~~<sup>6</sup>-1~~8~~<sup>7</sup> cost set forth in Attachment B nor in the Fiscal Year  
6 201~~7~~<sup>6</sup>-1~~8~~<sup>7</sup> Maximum Obligation of CITY set forth in Subsection G-2 of this  
7 Agreement. If the changes result in the COUNTY incurring or becoming  
8 obligated to pay for increased costs for or on account of personnel whose  
9 costs are included in the calculations of costs charged to CITY hereunder,  
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
11 Subsection G-2 of this Agreement, the full costs of said increases to the  
12 extent such increases are attributable to work performed by such personnel  
13 after July 1, 201~~7~~<sup>6</sup> and CITY's Maximum Obligation hereunder shall be  
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
15 such increases on a pro-rata basis over the portion of the period between  
16 July 1, 201~~7~~<sup>6</sup> and June 30, 201~~8~~<sup>7</sup> remaining after COUNTY notifies CITY  
17 that increases are payable. If the changes result in the COUNTY incurring  
18 or becoming obligated to pay for decreased costs for or on account of  
19 personnel whose costs are included in the calculations of costs charged to  
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the  
21 extent such decreases are attributable to work performed by such personnel  
22 during the period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup>, and CITY's  
23 Maximum Obligation hereunder shall be deemed to have decreased  
24 accordingly. COUNTY shall reduce required payment by CITY in full for  
25 such decreases on a pro-rata basis over the portion of the period between  
26 July 1, 201~~7~~<sup>6</sup> and June 30, 201~~8~~<sup>7</sup> remaining after COUNTY notifies CITY  
27 that the Maximum Obligation has decreased.

28 //

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

2 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
4 service to be provided to CITY set forth in Attachment A of this Agreement to  
5 a level that will make the Maximum Obligation of CITY hereunder for the  
6 period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup> an amount specified by CITY  
7 that is equivalent to or higher or lower than the Maximum Obligation set forth  
8 in Subsection G-2 for said period at the time this Agreement originally was  
9 executed. The purpose of such adjustment of service levels will be to give  
10 CITY the option of keeping its Maximum Obligation hereunder at the pre-  
11 increase level or at any other higher or lower level specified by CITY. In the  
12 event of such reduction in level of service and adjustment of costs, the  
13 parties shall execute an amendment to this Agreement so providing.  
14 Decisions about how to reduce the level of service provided to CITY shall be  
15 made by SHERIFF with the approval of CITY.

16 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'  
17 approved County Billing Policy, which is attached hereto as Attachment D  
18 and incorporated herein by this reference.

19 6. COUNTY shall charge CITY late payment penalties in accordance with  
20 County Billing Policy.

21 7. As payment for the Licensing Services described in Subsection C-8 of this  
22 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
23 pursuant to CITY ordinances listed in Attachment C hereto. Retention of  
24 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
25 incurred by COUNTY in performing the functions related to licensing  
26 described in Subsection C-8; provided, however, that if any of said fees are  
27 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
28 between the amount of fees retained by COUNTY and the fees that were set

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

2           forth in the ordinances listed in Attachment C at the time this Agreement was  
3           executed. If CITY increases the fee schedule for the licensing ordinances set  
4           forth in Attachment C, either party shall have the right to seek amendment of  
5           this Agreement with respect to the division of the increased fees between  
6           CITY and COUNTY.

7           8. Fees generated or collected by SHERIFF contract personnel for copying of  
8           documents related to the services provided in this Agreement will be at  
9           COUNTY-established rates and will be credited to CITY on an annual basis.

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

12 **H. NOTICES:**

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

17                   **CITY:**           ATTN: CITY MANAGER  
18                                   33282 STREET OF THE GOLDEN LANTERN  
19                                   DANA POINT, CA 92629

20                   **COUNTY:**   ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
21                                   SHERIFF-CORONER DEPARTMENT  
22                                   320 NORTH FLOWER STREET, SUITE 108  
23                                   SANTA ANA, CA 92703

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

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1 **I. STATUS OF COUNTY:**

2 COUNTY is, and at all times shall be deemed to be, an independent contractor.  
3 Nothing herein contained shall be construed as creating the relationship of  
4 employer and employee, or principal and agent, between CITY and COUNTY or  
5 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain  
6 all authority for rendition of services, standards of performance, control of  
7 personnel, and other matters incident to the performance of services by  
8 COUNTY pursuant to this Agreement. COUNTY, its agents and employees  
9 shall not be entitled to any rights or privileges of CITY employees and shall not  
10 be considered in any manner to be CITY employees.

11 **J. STATE AUDIT:**

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

19 **K. ALTERATION OF TERMS:**

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

25 **L. INDEMNIFICATION:**

26 1. COUNTY, its officers, agents, employees, subcontractors and independent  
27 contractors shall not be deemed to have assumed any liability for the  
28 negligence or any other act or omission of CITY or any of its officers, agents,

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

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

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

2 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
3 appointed officials, officers, agents, employees, subcontractors and  
4 independent contractors from any claim, demand or liability whatsoever  
5 based or asserted upon any act or omission of COUNTY or its elected and  
6 appointed officials, officers, agents, employees, subcontractors or  
7 independent contractors related to this Agreement, for property damage,  
8 bodily injury or death or any other element of damage of any kind or nature,  
9 and COUNTY shall defend, at its expense, including attorney fees, and with  
10 counsel approved in writing by CITY, CITY and its elected and appointed  
11 officials, officers, agents, employees, subcontractors and independent  
12 contractors in any legal action or claim of any kind based or asserted upon  
13 such alleged acts or omissions.

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

15 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
16 Program”], which is operated by SHERIFF, and is designed to reduce  
17 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
18 are suspended and to educate the public about the requirements of the  
19 Vehicle Code and related safety issues with regard to driver licensing,  
20 vehicle registration, vehicle operation, and vehicle parking. The Program  
21 operates throughout the unincorporated areas of the COUNTY and in the  
22 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
23 without regard to jurisdictional boundaries, because an area-wide approach  
24 to reduction of traffic accidents and driver education is most effective in  
25 preventing traffic accidents. In order for CITY to participate in the Program,  
26 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the  
27 amount and under the terms and conditions set forth in the resolution that is  
28 attached hereto as Attachment F and incorporated into this Agreement by

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

2 reference [hereinafter called a "TVAP resolution"], and has directed that the  
3 revenue from such fee be used for the Program. CITY's participation in the  
4 Program may be terminated at any time by rescission or amendment of its  
5 TVAP resolution that is attached hereto as Attachment F. In the event CITY  
6 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
7 adopts a new TVAP resolution pertaining to the above-referenced fee and  
8 the Program, and 2) remains a participant in the Program thereafter, CITY's  
9 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
10 authority to execute an amendment of this Agreement to substitute CITY's  
11 amended or new TVAP resolution for Attachment F hereto, as long as said  
12 amendment to this Agreement does not materially change any other  
13 provision of this Agreement.

14 2. COUNTY will make available for review, at the request of CITY, all financial  
15 data related to the Program as may be requested by CITY.

16 3. Fee revenue generated by COUNTY and participating cities will be used to  
17 fund the following positions, which will be assigned to the Program:

- 18 • ~~Ten~~Fifteen one hundredths of one (0.105) Sergeant  
19 (~~812~~ hours per two-week pay period)
- 20 • One (1) Staff Specialist  
21 (80 hours per two-week pay period)
- 22 • One (1) Office Specialist  
23 (80 hours per two-week pay period)

24 4. Fee revenue generated by CITY may be used to reimburse CITY for  
25 expenditures for equipment and/or supplies directly in support of the  
26 Program. In order for an expenditure for equipment and/or supplies to be  
27 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
28 approval of the expenditure by using the form as shown in Attachment G.

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

2 The request shall be submitted within the budget schedule established by  
3 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
4 following conditions are satisfied: 1) there are sufficient Program funds,  
5 attributable to revenue generated by CITY's fee, to pay for the requested  
6 purchase, and 2) CITY will use the equipment and/or supplies, during their  
7 entire useful life, only for purposes authorized by its TVAP resolution in  
8 effect at the time of purchase. In the event that CITY terminates its  
9 participation in the Program, CITY agrees that the equipment purchased by  
10 CITY and reimbursed by Program funds will continue to be used, during the  
11 remainder of its useful life, exclusively for the purpose authorized by CITY'S  
12 TVAP resolution in effect at the time of purchase.

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

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1 **N. MOBILE DATA COMPUTERS:**

- 2 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 3 has provided, or will provide, mobile data computers (hereinafter called
- 4 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
- 5 designated by COUNTY for use within CITY limits.
- 6 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
- 7 services related to this Agreement.
- 8 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
- 9 installation of MDCs that are or will be mounted in patrol vehicles and
- 10 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
- 11 by COUNTY, including the costs of maintenance and contributions to a fund
- 12 for replacement and upgrade of such MDCs when they become functionally
- 13 or technologically obsolete. The costs to be paid by CITY for recurring costs,
- 14 including maintenance and replacement/upgrade of MDCs, are included in
- 15 the costs set forth in Attachment B and the Maximum Obligation of CITY set
- 16 forth in Subsection G-2 of this Agreement unless CITY has already paid
- 17 such costs. CITY shall not be charged additional amounts for maintenance
- 18 or replacement/upgrade of said MDCs during the period July 1, 201~~7~~<sup>6</sup>
- 19 through June 30, 201~~7~~<sup>8</sup>.
- 20 4. If, following the initial acquisition of MDCs referenced above, CITY requires
- 21 MDCs for additional patrol cars or motorcycles designated for use in the
- 22 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
- 23 said additional MDCs. Upon demand by COUNTY, CITY will pay to
- 24 COUNTY a) the full costs of acquisition and installation of said additional
- 25 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
- 26 by COUNTY, including the costs of maintenance, and contributions to a fund
- 27 for replacement and upgrade of such MDCs when they become functionally
- 28 or technologically obsolete. Said costs related to additional MDCs are not

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

2 included in, and are in addition to, the costs set forth in Attachment B and  
3 the Maximum Obligation of CITY set forth in Subsection G-2 of this  
4 Agreement.

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

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

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

20 The costs to be paid by CITY for recurring costs, including maintenance and  
21 replacement/upgrade of E-Citation units, are included in the costs set forth in  
22 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
23 G-2 of this Agreement unless CITY has already paid such costs. CITY shall  
24 not be charged additional amounts for maintenance or replacement/upgrade  
25 of said E-Citation units during the period July 1, 201~~7~~<sup>6</sup> through  
26 June 30, 201~~8~~<sup>7</sup>.

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28 //

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

2 4. If, following the initial acquisition of E-Citation units referenced above, CITY  
3 requires E-Citation units designated for use in CITY, COUNTY will purchase  
4 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to  
5 COUNTY a) the full costs of acquisition of said additional E-Citation units,  
6 and b) the full recurring costs for said E-Citation units, as deemed necessary  
7 by COUNTY, including the costs of maintenance, and contributions to a fund  
8 for replacement and upgrade of such E-Citation units when they become  
9 functionally or technologically obsolete. Said costs related to additional  
10 E-Citation units are not included in, and are in addition to, the costs set forth  
11 in Attachment B and the Maximum Obligation of CITY set forth in Subsection  
12 G-2 of this Agreement.

13 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs  
14 of replacing/upgrading E-Citation units shall be paid by COUNTY from the  
15 replacement/ upgrade funds to be paid by CITY in accordance with the  
16 foregoing. CITY shall not be charged any additional charge to replace or  
17 upgrade E-Citation units.

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

DATED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

CITY OF DANA POINT

BY: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

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

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board  
County of Orange, California

APPROVED AS TO FORM:  
Office of the County Counsel  
County of Orange, California

BY: \_\_\_\_\_  
Deputy

DATED: \_\_\_\_\_