

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF DANA POINT**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS AGREEMENT** is entered into this First day of May 201~~6~~⁵, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 DANA POINT, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

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

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

17 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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2 **A. TERM:**

3 The term of this Agreement shall commence July 1, 201~~65~~ and terminate June
4 30, 201~~76~~, unless earlier terminated by either party or extended in the manner
5 set forth herein.

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

- 7 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
8 hundred and eighty (180) days written notice to the other party.
- 9 2. If COUNTY and CITY have not entered into a written agreement by ~~June~~
10 30, 201~~76~~ for COUNTY to provide to CITY, during all or part of the period
11 between July 1, 201~~76~~ and June 30, 201~~87~~, law enforcement services
12 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
13 CITY's Manager, on behalf of CITY, are authorized to execute a written
14 amendment to this Agreement that provides as follows and does not
15 materially alter other terms of the Agreement: SHERIFF shall continue to
16 provide to CITY all or a designated part of the law enforcement services
17 specified herein, for a specified time period between July 1, 201~~76~~ and
18 August 31, 201~~76~~, and CITY shall pay COUNTY the full costs of providing
19 such services. Such full costs may be greater than those listed herein for
20 the period July 1, 201~~65~~ through June 30, 201~~76~~. SHERIFF and CITY
21 Manager shall file copies of any such amendments to this Agreement with
22 the Clerk of COUNTY's Board of Supervisors and 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.

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 201~~65~~ through June 30, 201~~76~~, is set forth in Attachment A and incorporated herein by this references~~shall be as follows~~.

Management:

- ~~One (1) Lieutenant~~

Supervision:

- ~~Five (5) Patrol Sergeants~~
~~(each 80 hours per two-week pay period)~~
- ~~One (1) Administrative Sergeant~~
~~(80 hours per two-week pay period)~~

Investigation Services:

- ~~Two (2) Investigators~~
~~(each 80 hours per two-week pay period)~~
- ~~One (1) Investigative Assistant (80 hours per two-week pay period)~~

Patrol/Traffic Services:

- ~~Twenty (20) Deputy Sheriff IIs~~
~~(each 80 hours per two-week pay period)~~
- ~~One (1) Deputy Sheriff II – Motorcycle~~
~~(80 hours per two-week pay period)~~
- ~~One (1) Deputy Sheriff II – Directed Enforcement~~
~~(80 hours per two-week pay period)~~

Deployment to be determined by SHERIFF in cooperation with CITY
Manager

~~C. REGULAR SERVICES BY COUNTY: (Continued)~~

~~Community Support Unit:~~

- ~~• Three (3) Deputy Sheriff IIs
(each 80 hours per two-week pay period)~~
- ~~• One (1) Community Services Officer (80 hours per two-week pay period)~~

~~Parking Control:~~

- ~~• Five (5) Community Services Officers
(each 80 hours per two-week pay period)~~

~~Regional / Shared Staff and Extra Help:~~

- ~~• 11.21 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~
- ~~• 11.21 percent of four (4) Deputy Sheriff IIs — Traffic~~
- ~~• 11.21 percent of two (2) Investigative Assistants — Traffic~~
- ~~• 11.21 percent of one (1) Office Specialist — Traffic~~
- ~~• 4.55 percent of thirty one hundredths of one (0.30) Sergeant — Auto Theft~~
- ~~• 4.55 percent of two (2) Investigators — Auto Theft~~
- ~~• 4.55 percent of one (1) Investigative Assistant — Auto Theft~~
- ~~• 4.55 percent of one (1) Office Specialist — Auto Theft~~
- ~~• 8.71 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~
- ~~• 8.71 percent of one (1) Investigator — Directed Enforcement Team (DET)~~
- ~~• 10.00 percent of one (1) Office Specialist — Subpoena~~
- ~~• 15.45 percent of two (2) Investigative Assistants — Court~~
- ~~• 3.13 percent of one half of one (0.50) Motorcycle Sergeant~~
- ~~• Extra Help services as needed~~

4. For any service listed in ~~Subsection C-3~~Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other

city or cities that contract(s) for the balance of the time of the employee providing the service

C. REGULAR SERVICES BY COUNTY: (Continued)

no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-~~3-2~~ will be adjusted accordingly.

5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-~~34~~ of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to CITY as soon as possible once the emergency situation is under control.
7. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in ~~Subsection G-3~~Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in ~~Subsection G-2~~Attachment B and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-~~23~~,

1 in accordance with the current year's COUNTY law enforcement cost study.
2 SHERIFF and CITY Manager shall file copies of any such amendments to
3 this Agreement with the Clerk of COUNTY's Board of Supervisors and

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

5 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
6 CITY Manager may not, in the aggregate, increase or decrease the cost of
7 services payable by CITY by more than one percent (1%) of the total cost
8 originally set forth in ~~Subsection G-2~~Attachment B and the Maximum
9 Obligation originally set forth in Subsection G-~~23~~.

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

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

- 20 8. With respect to the licensing ordinances of CITY listed in Attachment CA
21 hereto, which is incorporated herein by this reference, SHERIFF shall
22 receive applications for CITY licenses pursuant to said ordinances and
23 complete investigations relating to such applications. Said investigations
24 shall be forwarded to CITY Manager. COUNTY shall not provide any
25 advisory, administrative, hearing or litigation attorney support or services
26 related to licensing. COUNTY shall not provide any administrative or
27 investigatory services related to the licensing ordinances listed in Attachment
28

1 ~~A-C~~ hereto, except the investigations relating to initial applications for which
2 this subsection provides.

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

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

- 7 1. Enhanced services for events on CITY property. At the request of CITY,
8 through its City Manager, SHERIFF may provide enhanced law enforcement
9 services for functions, such as community events, conducted on property
10 that is owned, leased or operated by CITY. SHERIFF shall determine
11 personnel and equipment needed for such enhanced services. To the
12 extent the services provided at such events are at a level greater than that
13 specified in ~~Subsection G-3~~Attachment A of this Agreement, CITY shall
14 reimburse COUNTY for such additional services, at an amount computed by
15 SHERIFF, based on the current year's COUNTY law enforcement cost
16 study. The cost of these enhanced services shall be in addition to the
17 Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this
18 Agreement. SHERIFF shall bill CITY immediately after each such event.
- 19 2. Supplemental services for occasional events operated by private individuals
20 and entities on non-CITY property. At the request of CITY, through its City
21 Manager, and within the limitations set forth in this ~~S~~subsection D-2,
22 SHERIFF may provide supplemental law enforcement services to preserve
23 the peace at special events or occurrences that occur on an occasional
24 basis and are operated by private individuals or private entities on non-CITY
25 property. SHERIFF shall determine personnel and equipment needed for
26 such supplemental services, and will provide such supplemental services
27 only if SHERIFF is able to do so without reducing the normal and regular
28 ongoing services that SHERIFF otherwise would provide to CITY pursuant to

1 this Agreement. Such supplemental services shall be provided only by
2 regularly appointed full-time peace officers, at rates of pay governed by a
3 Memorandum of Understanding between COUNTY and the bargaining
4 unit(s) representing the peace officers providing the services. Such
5 supplemental services shall include only law enforcement duties and shall

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

7 not include services authorized to be provided by a private patrol operator,
8 as defined in Section 7582.1 of the Business and Professions Code. Law
9 enforcement support functions, including, but not limited to, clerical functions
10 and forensic science services, may be performed by non-peace officer
11 personnel if the services do not involve patrol or keeping the peace and are
12 incidental to the provision of law enforcement services. CITY shall reimburse
13 COUNTY its full, actual costs of providing such supplemental services at an
14 amount computed by SHERIFF, based on the current year's COUNTY law
15 enforcement cost study. The cost of these supplemental services shall be in
16 addition to the Maximum Obligation of CITY set forth in Subsection G-~~3~~2 of
17 this Agreement. SHERIFF shall bill CITY immediately after each such event.

- 18 3. Supplemental services for events operated by public entities on non-CITY
19 property. At the request of CITY, through its City Manager, and within the
20 limitations set forth in this ~~S~~ubsection D-3, SHERIFF may provide
21 supplemental law enforcement services to preserve the peace at special
22 events or occurrences that occur on an occasional basis and are operated
23 by public entities on non-CITY property. SHERIFF shall determine personnel
24 and equipment needed for such supplemental services, and will provide
25 such supplemental services only if SHERIFF is able to do so without
26 reducing services that SHERIFF otherwise would provide to CITY pursuant
27 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
28 providing such supplemental services at an amount computed by SHERIFF,

1 based on the current year's COUNTY law enforcement cost study. The cost
2 of these supplemental services shall be in addition to the Maximum
3 Obligation of CITY set forth in Subsection G-~~23~~ of this Agreement.
4 SHERIFF shall bill CITY immediately after each such event.

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

6 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
7 the services of SHERIFF at events, for which CITY issues permits, that are
8 operated by private individuals or entities or public entities. SHERIFF shall
9 determine personnel and equipment needed for said events. If said events
10 are in addition to the level of services listed in ~~Subsection C-Attachment A3~~ of
11 this Agreement, CITY shall reimburse COUNTY for such additional services at
12 an amount computed by SHERIFF, based upon the current year's COUNTY
13 law enforcement cost study. The cost of these services shall be in addition to
14 the Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this
15 Agreement. SHERIFF shall bill City immediately after said services are
16 rendered.

17 5. In accordance with Government Code Section 51350, COUNTY has
18 adopted Board Resolution 89-1160 which identifies Countywide services,
19 including but not limited to helicopter response. SHERIFF through this
20 contract provides enhanced helicopter response services. The cost of
21 enhanced helicopter response services is included in the cost of services set
22 forth in ~~Subsection G-2Attachment B~~ and in the Maximum Obligation of CITY
23 set forth in Subsection G-~~23~~. COUNTY shall not charge any additional
24 amounts for enhanced helicopter services after the cost of services set forth
25 in ~~Subsection G-2Attachment B~~ and in the Maximum Obligation set forth in
26 Subsection G-~~23~~ has been established without written notification to the
27 CITY.

28 **E. PATROL VIDEO SYSTEMS:**

- 1 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 2 has provided, or will provide, patrol video systems (hereinafter called "PVS")
- 3 that are or will be mounted in patrol vehicles designated by COUNTY for use
- 4 within CITY service area.
- 5 2. SHERIFF has the exclusive right to use said PVS for law enforcement
- 6 services related to this Agreement.

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

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

14 The costs to be paid by CITY for recurring costs, including maintenance and

15 replacement/upgrade of PVS, are included in the costs set forth in

16 ~~Subsection G-2~~Attachment B and the Maximum Obligation of CITY set forth

17 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such

18 costs. CITY shall not be charged additional amounts for maintenance or

19 replacement/upgrade of said PVS during the period July 1, 201~~6~~5 through

20 June 30, 201~~7~~6.

- 21 4. If, following the initial acquisition of PVS referenced above, CITY requires
- 22 PVS for additional patrol cars designated for use in the CITY service area,
- 23 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
- 24 CITY will pay to COUNTY a) the full costs of acquisition and installation of
- 25 said additional PVS, and b) the full recurring costs for said PVS, as deemed
- 26 necessary by COUNTY, including the costs of maintenance, and
- 27 contributions to a fund for replacement and upgrade of such PVS when they
- 28 become functionally or technologically obsolete. Said costs related to

1 additional PVS are not included in, and are in addition to, the costs set forth
2 in ~~Subsection G-2~~Attachment B and the Maximum Obligation of CITY set
3 forth in Subsection G-~~23~~ of this Agreement.

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

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

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

15 **G. PAYMENT:**

- 16 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
17 COUNTY the full costs of performing the services mutually agreed upon in
18 this Agreement. The costs of services include salaries, wages, benefits,
19 mileage, services, supplies, equipment, and divisional, departmental and
20 COUNTY General overhead.
- 21 2. Unless the level of service ~~described in Subsection C-3~~set forth in
22 Attachment A is increased or decreased pursuant to mutual agreement of
23 the parties, or CITY is required to pay for increases as set forth in
24 Subsection G-~~45~~, the Maximum Obligation of CITY for full cost of services
25 cost of services described in Subsection C-3 of this Agreement, other than
26 Licensing Services, set forth in Attachment A of this Agreement, to be
27 provided by the COUNTY for the period July 1, 201~~6~~5 through June 30,
28 201~~7~~6 shall be \$11,255,076~~shall be~~ as set forth in Attachment B. follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Management:	
• One (1) Lieutenant	
@ \$319,245/each	\$ 319,245
Supervision:	
• One (1) Sergeant - Administrative	
@ \$277,869/each	\$ 277,869
• Five (5) Sergeants - Patrol	
@ \$277,869/each	\$ 1,389,345

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G. PAYMENT: (Continued)

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Investigation Services:	
• Two (2) Investigators	
@ \$275,999/each	\$ 551,998
• One (1) Investigative Assistant	
@ \$152,892/each	\$ 152,892
Patrol/Traffic Services:	
• Twenty (20) Deputy Sheriff IIs - Patrol	
@ \$230,739/each	\$ 4,614,780
• One (1) Deputy Sheriff II - Directed Enforcement	
@ \$230,739/each	\$ 230,739
• One (1) Deputy Sheriff II - Motorcycle	
@ \$235,922/each	\$ 235,922
Community Support Unit:	
• Three (3) Deputy Sheriff IIs	
@ \$230,739/each	\$ 692,217
• One (1) Community Services Officer	

~~@ \$114,356/each~~ ~~\$ 114,356~~

~~Parking Control:~~

- ~~• Five (5) Community Services Officers~~

~~@ \$114,356/each~~ ~~\$ 571,780~~

~~Regional / Shared Staff and Extra Help:~~

- 11.21% of sixty one hundredths of one (0.60) Sergeant - Traffic

~~@ \$281,289/each~~ ~~\$ 18,919~~

- ~~11.21% of four (4) Deputy Sheriff IIs – Traffic~~

~~@ \$245,706/each \$ 110,175~~

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

SERVICE

COST OF SERVICE

- ~~• 11.21% of two (2) Investigative Assistants - Traffic~~

~~@ \$115,074/each \$ 25,800~~

- ~~11.21% of one (1) Office Specialist - Traffic~~

~~@ \$92,928/each \$ 10,417~~

- ~~● 4.55% of thirty one hundredths of one (0.30) Sergeant Auto Theft~~

~~@ \$280,513/each~~ ~~\$ 3,829~~

- ~~4.55% of two (2) Investigators – Auto Theft~~

~~@ \$251,035/each~~ ~~\$ 22,844~~

- ~~• 4.55% of one (1) Investigative Assistant – Auto Theft~~

@ \$119,265/each	\$	5,427
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- ~~• 4.55% of one (1) Office Specialist – Auto Theft~~

~~@ \$91,980/each \$ 4,185~~

- ~~• 8.71% of one (1) Sergeant Directed Enforcement Team (DET)~~

~~@ \$379,854/each~~ ~~\$ 33,085~~

- ~~• 8.71% of one (1) Investigator – Directed Enforcement Team (DET)~~

~~@ \$300,961/each~~ ~~\$ 26,214~~

1	• 10.00% of one (1) Office Specialist – Subpoena	
2	@ \$84,796/each	\$ 8,480
3	• 15.45% of two (2) Investigative Assistants – Court	
4	@ \$116,732/each	\$ 36,070
5	• 3.13% of one half of one (0.50) Motorcycle Sergeant –	
6	@ \$308,496/each	\$ 4,828
7	• Extra help services as needed	\$ 40,000
8	Other Charges and Credits:	\$ 1,319,791

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~~G. PAYMENT: (Continued)~~

Charges: ~~Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment; Premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; E-citation; enhanced helicopter response services; facility lease; holiday pay; comp and straight time; Integrated Law and Justice Agency of Orange County; mobile data computer (MDC) recurring costs; on-call pay; overtime; patrol training cost allocation; patrol video system (PVS) recurring costs; retirement rate discount expenses (interest and cost of issuance); training; transportation costs including vehicle fuel, mileage interest for replacement vehicles, vehicle upgrade and maintenance.~~

Credits: ~~Local assistance funding; false alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 2015-16; revenue offset one (1) Community Services Officer (funded by Orange County Dana Point Harbor Department).~~

~~TOTAL COST OF SERVICES~~ \$ 10,821,207

~~3. Unless this Agreement is extended as described in Subsection B-2, or the level of service described in Subsection C-3 is increased, or CITY is required to pay increases as set forth in Subsection G-5; the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement is \$10,821,207.~~

The overtime costs included in the Agreement are only an estimate.

SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

~~35~~4. COUNTY shall invoice CITY monthly. During the period July 1, 201~~65~~65 through June 30, 201~~76~~76 said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-~~23~~23 of this Agreement, as said Maximum Obligation may have been increased

G. PAYMENT: (Continued)

or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-~~45~~45 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly charges for such increases in its monthly invoices to CITY for the balance of the period July 1, 201~~65~~65 and June 30, 201~~76~~76.

~~45~~45-a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 201~~65-176~~65-176 cost set forth in Attachment B~~Subsection G-2~~ nor in the Fiscal Year 201~~65-176~~65-176 Maximum Obligation of CITY set forth in

1 Subsection G-~~23~~ of this Agreement. If the changes result in the COUNTY
2 incurring or becoming obligated to pay for increased costs for or on account
3 of personnel whose costs are included in the calculations of costs charged to
4 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
5 Obligation set forth in Subsection G-~~23~~ of this Agreement, the full costs of
6 said increases to the extent such increases are attributable to work
7 performed by such personnel after July 1, 201~~65~~ and CITY's Maximum
8 Obligation hereunder shall be deemed to have increased accordingly. CITY
9 shall pay COUNTY in full for such increases on a pro-rata basis over the
10 portion of the period between July 1, 201~~65~~ and June 30, 201~~76~~ remaining
11 after COUNTY notifies CITY that increases are payable. If the changes
12 result in the COUNTY incurring or becoming obligated to pay for decreased
13 costs for or on account of personnel whose costs are included in the
14 calculations of costs charged to CITY hereunder, COUNTY shall reduce the
15 amount owed by the CITY to the extent such decreases are attributable to
16 work performed by such personnel during the period July 1, 201~~65~~ through
17 June 30, 201~~76~~, and CITY's Maximum Obligation hereunder shall be
18 deemed to have decreased

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

20 accordingly. COUNTY shall reduce required payment by CITY in full for
21 such decreases on a pro-rata basis over the portion of the period between
22 July 1, 201~~65~~ and June 30, 201~~76~~ remaining after COUNTY notifies CITY
23 that the Maximum Obligation has decreased.

24 ~~45~~-b. If CITY is required to pay for increases as set forth in Subsection G-~~45~~a
25 above, COUNTY, at the request of CITY, will thereafter reduce the level of
26 service to be provided to CITY set forth in Attachment A~~pursuant to~~
27 ~~Subsection C-3~~ of this Agreement to a level that will make the Maximum
28 Obligation of CITY hereunder for the period July 1, 201~~65~~ through June 30,

1 201~~76~~ an amount specified by CITY that is equivalent to or higher or lower
2 than the Maximum Obligation set forth in Subsection G-~~23~~ for said period at
3 the time this Agreement originally was executed. The purpose of such
4 adjustment of service levels will be to give CITY the option of keeping its
5 Maximum Obligation hereunder at the pre-increase level or at any other
6 higher or lower level specified by CITY. In the event of such reduction in level
7 of service and adjustment of costs, the parties shall execute an amendment
8 to this Agreement so providing. Decisions about how to reduce the level of
9 service provided to CITY shall be made by SHERIFF with the approval of
10 CITY.

11 ~~56~~. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
12 approved County Billing Policy, which is attached hereto as Attachment ~~DB~~
13 and incorporated herein by this reference.

14 ~~67~~. COUNTY shall charge CITY late payment penalties in accordance with
15 County Billing Policy.

16 ~~78~~. As payment for the Licensing Services described in Subsection C-8 of this
17 Agreement, COUNTY shall retain all fees paid by applicants for licenses
18 pursuant to CITY ordinances listed in Attachment ~~CA~~ hereto. Retention of
19 said fees by COUNTY shall constitute payment in full to COUNTY for costs

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

21 incurred by COUNTY in performing the functions related to licensing
22 described in Subsection C-8; provided, however, that if any of said fees are
23 waived or reduced by CITY, CITY shall pay to COUNTY the difference
24 between the amount of fees retained by COUNTY and the fees that were set
25 forth in the ordinances listed in Attachment ~~CA~~ at the time this Agreement
26 was executed. If CITY increases the fee schedule for the licensing
27 ordinances set forth in Attachment ~~CA~~, either party shall have the right to
28

1 seek amendment of this Agreement with respect to the division of the
2 increased fees between CITY and COUNTY.

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

6 940. Narcotic asset forfeitures will be handled pursuant to Attachment EG hereto,
7 which is incorporated herein by this reference.

8 **H. NOTICES:**

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

13 **CITY:** ATTN: CITY MANAGER
14 33282 STREET OF THE GOLDEN LANTERN
15 DANA POINT, CA 92629

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
17 SHERIFF-CORONER DEPARTMENT
18 320 NORTH FLOWER STREET, SUITE 108
19 SANTA ANA, CA 92703

20 //

21 **H. NOTICES: (Continued)**

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

25 **I. STATUS OF COUNTY:**

26 COUNTY is, and at all times shall be deemed to be, an independent contractor.
27 Nothing herein contained shall be construed as creating the relationship of
28 employer and employee, or principal and agent, between CITY and COUNTY or

1 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
2 all authority for rendition of services, standards of performance, control of
3 personnel, and other matters incident to the performance of services by
4 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
5 shall not be entitled to any rights or privileges of CITY employees and shall not
6 be considered in any manner to be CITY employees.

7 **J. STATE AUDIT:**

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

15 **K. ALTERATION OF TERMS:**

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

21 **L. INDEMNIFICATION:**

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

officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that

L. INDEMNIFICATION: (Continued)

liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or

1 independent contractors related to this Agreement, for property damage,
2 bodily injury or death or any other element of damage of any kind or nature,
3 and COUNTY shall defend, at its expense, including attorney fees, and with
4 counsel approved in writing by CITY, CITY and its elected and appointed
5 officials, officers, agents, employees, subcontractors and independent
6 contractors in any legal action or claim of any kind based or asserted upon
7 such alleged acts or omissions.

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

9 1. COUNTY has established a Traffic Violator Apprehension Program [“the
10 Program”], which is operated by SHERIFF, and is designed to reduce
11 vehicle accidents caused by unlicensed drivers and drivers whose licenses
12 are suspended and to educate the public about the requirements of the
13 Vehicle Code and related safety issues with regard to driver licensing,
14 vehicle registration, vehicle operation, and vehicle parking. The Program
15 operates throughout the unincorporated areas of the COUNTY and in the
16 cities that contract with COUNTY for SHERIFF’s law enforcement services,
17 without regard to jurisdictional boundaries, because an area-wide approach
18 to reduction of traffic accidents and driver education is most effective in
19 preventing traffic accidents. In order for CITY to participate in the Program,
20 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the

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

22 amount and under the terms and conditions set forth in the resolution that is
23 attached hereto as Attachment ~~D~~-F and incorporated into this Agreement by
24 reference [hereinafter called a “TVAP resolution”], and has directed that the
25 revenue from such fee be used for the Program. CITY’s participation in the
26 Program may be terminated at any time by rescission or amendment of its
27 TVAP resolution that is attached hereto as Attachment ~~F~~D. In the event
28 CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and

1 adopts a new TVAP resolution pertaining to the above-referenced fee and
2 the Program, and 2) remains a participant in the Program thereafter, CITY's
3 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
4 authority to execute an amendment of this Agreement to substitute CITY's
5 amended or new TVAP resolution for Attachment ~~FD~~ hereto, as long as said
6 amendment to this Agreement does not materially change any other
7 provision of this Agreement.

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

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

- 12 • ~~Fifteen~~~~Ten~~ one hundredths of one (0.1~~50~~) Sergeant
13 (~~128~~ hours per two-week pay period)
- 14 • One (1) Staff Specialist
15 (80 hours per two-week pay period)
- 16 • One (1) Office Specialist
17 (80 hours per two-week pay period)

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

22 4. Fee revenue generated by CITY may be used to reimburse CITY for
23 expenditures for equipment and/or supplies directly in support of the
24 Program. In order for an expenditure for equipment and/or supplies to be
25 eligible for reimbursement, CITY shall submit a request for and obtain pre-
26 approval of the expenditure by using the form as shown in Attachment ~~GE~~.
27 The request shall be submitted within the budget schedule established by
28 SHERIFF. SHERIFF shall approve the expenditure only if both of the

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

- 10 5. In the event the fees adopted by COUNTY, CITY and other participating
11 jurisdictions are not adequate to continue operation of the Program at the
12 level at which it operated previously, COUNTY, at the option of CITY, will
13 reduce the level of Program service to be provided to CITY or will continue to
14 provide the existing level of Program services. COUNTY will charge CITY
15 the cost of any Program operations that exceeds the revenue generated by
16 fees. Such charges shall be in addition to the Maximum Obligation of CITY
17 set forth in Subsection G-~~23~~ of this Agreement. The amount of any revenue
18 shortfall charged to CITY will be determined, at the time the revenue shortfall
19 is experienced, according to CITY's share of Program services rendered. In
20 the event of a reduction in level of Program service,

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

22 termination of Program service or adjustment of costs, the parties shall
23 execute an amendment to this Agreement so providing. Decisions about
24 how to reduce the level of Program service provided to CITY shall be made
25 by SHERIFF with the approval of CITY.

26 **N. N. MOBILE DATA COMPUTERS:**

- 1 1. As part of the law enforcement services to be provided to CITY, COUNTY
2 has provided, or will provide, mobile data computers (hereinafter called
3 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
4 designated by COUNTY for use within CITY limits.
- 5 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
6 services related to this Agreement.
- 7 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
8 installation of MDCs that are or will be mounted in patrol vehicles and
9 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
10 by COUNTY, including the costs of maintenance and contributions to a fund
11 for replacement and upgrade of such MDCs when they become functionally
12 or technologically obsolete. The costs to be paid by CITY for recurring costs,
13 including maintenance and replacement/upgrade of MDCs, are included in
14 the costs set forth in ~~Subsection G-2~~Attachment B and the Maximum
15 Obligation of CITY set forth in Subsection G-~~23~~23 of this Agreement unless
16 CITY has already paid such costs. CITY shall not be charged additional
17 amounts for maintenance or replacement/upgrade of said MDCs during the
18 period July 1, 201~~65~~65 through June 30, 201~~76~~76.
- 19 4. If, following the initial acquisition of MDCs referenced above, CITY requires
20 MDCs for additional patrol cars or motorcycles designated for use in the
21 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
22 said additional MDCs. Upon demand by COUNTY, CITY will pay to

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

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 included in, and are in addition to, the costs set forth in ~~Subsection G-~~
2 ~~2~~Attachment B and the Maximum Obligation of CITY set forth in Subsection
3 G-~~23~~ of this Agreement.

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

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

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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 ~~Subsection G-2~~Attachment B and the Maximum Obligation of CITY set forth
23 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such
24 costs.

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

26 CITY shall not be charged additional amounts for maintenance or
27 replacement/upgrade of said E-Citation units during the period July 1, 201~~6~~
28 through June 30, 201~~7~~6.

- 1 4. If, following the initial acquisition of E-Citation units referenced above, CITY
2 requires E-Citation units designated for use in CITY, COUNTY will purchase
3 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to
4 COUNTY a) the full costs of acquisition of said additional E-Citation units,
5 and b) the full recurring costs for said E-Citation units, as deemed necessary
6 by COUNTY, including the costs of maintenance, and contributions to a fund
7 for replacement and upgrade of such E-Citation units when they become
8 functionally or technologically obsolete. Said costs related to additional E-
9 Citation units are not included in, and are in addition to, the costs set forth in
10 ~~Subsection G-Attachment B2~~ and the Maximum Obligation of CITY set forth
11 in Subsection G-23 of this Agreement.
- 12 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
13 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
14 replacement/ upgrade funds to be paid by CITY in accordance with the
15 foregoing. CITY shall not be charged any additional charge to replace or
16 upgrade E-Citation units.

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