

**FIVE-YEAR AGREEMENT
BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE**

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THIS AGREEMENT is entered into this First day of May 20~~23~~¹⁸, which date is enumerated for purposes of reference only, by and between the CITY OF STANTON, 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 rendering of such services, as authorized by 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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- 9 Attachment A: Regular Services by County
- 10 Attachment B: Payment
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- 13 Attachment E: Operations Agreement
- 14 Attachment F: TVAP Resolution
- 15 Attachment G: TVAP Form

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18 **A. TERM:**

19 The term of this Agreement shall be for five (5) years, commencing July 1,

20 20~~23~~~~18~~ and terminating June 30, 202~~8~~~~3~~, unless earlier terminated by either

21 party or extended in the manner set forth herein.

22 **B. OPTIONAL TERMINATION:**

23 COUNTY or CITY may terminate this Agreement, without cause, upon one

24 hundred and eighty (180) days written notice to the other party.

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

26 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,

27 hereinafter referred to a "SHERIFF", shall render to CITY law enforcement

28

1 services as hereinafter provided. Such services shall include the enforcement
2 of lawful State statutes.

3 Sheriff shall be responsible for the enforcement of all lawful CITY
4 ordinances, except those enforced by CITY. CITY shall be responsible for
5 the enforcement of all lawful CITY ordinances, except those enforced by
6 Sheriff. Except as otherwise directed by CITY's Council, SHERIFF and
7 CITY's Manager shall jointly determine which of CITY's lawful ordinances
8 SHERIFF shall be responsible for enforcing.

- 9 2. The night, day and evening patrol and supervisory shifts will be established
10 by SHERIFF. Personnel of each shift may work varying and different times
11 and may be deployed to other shifts when, in the opinion of SHERIFF and
12 CITY Manager, the need arises. Any long-term shift deployment change will
13 be reported to the City Council.

14 ~~2.3.~~ Each fiscal year, at a date to be determined by CITY, COUNTY shall
15 submit to CITY, in writing, a recommended level of service for the following
16 fiscal year. CITY shall remit to COUNTY, in writing, its response to the
17 recommended level of service. If the parties are unable to agree by June 30
18 of any fiscal year on the level of service to be provided by COUNTY to CITY
19 or on the amount to be paid

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

21 by CITY for services to be provided by COUNTY for the following fiscal year,
22 this Agreement will terminate as of September 30 of the following fiscal year.
23 If the parties do not agree by June 30 on the level of service and cost of
24 services for the following fiscal year, between July 1 and September 30 of
25 the following fiscal year, COUNTY will provide the level of service provided in
26 the preceding fiscal year, and CITY shall be obligated to pay the costs of
27 such services. The full cost of such services may exceed the cost of similar
28 services provided in the prior fiscal year.

- 1 4. The level of service, to be provided by COUNTY for the period July 1,
2 20~~23~~~~18~~ through June 30, 20~~24~~~~19~~, is set forth in Attachment A ~~and~~
3 ~~incorporated herein by this reference.~~
- 4 5. For any service listed in Attachment A of this Agreement that is provided to
5 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the
6 option to terminate such service in the event other city or cities that contract
7 for the balance of the time of the employee providing the service no longer
8 pays for such service and CITY does not request the Agreement be
9 amended to pay 100% of the cost of the employee providing such service.
10 The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted
11 accordingly.
- 12 6. Reports, Copies, Licensing & Permits:
- 13 a. SHERIFF will handle requests for services such as: copies of Sheriff
14 Department documents.
- 15 b. Fees for reports, copies, etc., as related to the services provided in this
16 Agreement, will be at the COUNTY's established rates.
- 17 ~~a-c.~~ Licensing and permit fees required or authorized by CITY
18 ordinance or resolution will be at the rate established by CITY and will be
19 collected and retained by CITY.

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

- 21 d. COUNTY shall not provide any services related to any licensing or
22 permits required by CITY ordinances or resolutions.
- 23 e. On the effective date of a City ordinance so providing, fees generated or
24 collected by Sheriff contract personnel for response to false alarms in the
25 CITY will be at CITY established rates and will be credited to CITY on an
26 annual basis.
- 27 7. All services contracted for in this Agreement may not be operational on the
28 precise date specified in this Agreement. In those instances, SHERIFF shall

1 notify CITY Manager of the date or dates such service or services are to be
2 implemented. COUNTY shall reduce the monthly charges to CITY, based
3 on the actual date of implementation of the service or services. Charges
4 shall be reduced on the next monthly billing tendered in accordance with
5 Subsection F-5 of this Agreement.

6 8. During emergencies, such as mutual aid situations, SHERIFF will attempt to
7 leave in CITY the Lieutenant-Captain in charge of CITY Police Services.

8 If SHERIFF determines that the Lieutenant-Captain is needed elsewhere,
9 SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will
10 return Lieutenant-Captain to CITY as soon as possible once the emergency
11 situation is under control. During the Captain-Lieutenant's absence,
12 SHERIFF will designate an acting Police Services Chief.

13 9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
14 CITY Manager, on behalf of CITY, are authorized to execute written
15 amendments to this Agreement to increase or decrease the level of service
16 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree
17 that such increase or decrease in the level of service is appropriate. Any
18 such amendment to the Agreement shall concomitantly increase or decrease
19 the cost of services payable by CITY set forth in Attachment B

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

21 ~~and incorporated herein by this reference~~ and the Maximum Obligation of
22 CITY set forth in Subsection F-2, in accordance with the current year's
23 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
24 file copies of any such amendments to this Agreement with the Clerk of
25 COUNTY's Board of Supervisors and CITY's Clerk. Except for costs related
26 to Sections F-8a and F-8b, changes Amendments to this Agreement
27 executed by SHERIFF and CITY Manager may not, in the aggregate,
28 increase or decrease the cost of services payable by CITY by more than one

1 percent (1%) of the total cost originally set forth in Attachment B and the
2 Maximum Obligation originally set forth in Subsection F-2.

3 Except for changes under Sections F-8a and F-8b, pPrior approval by
4 COUNTY's Board of Supervisors and CITY's Council is required before
5 execution of any amendment that brings the aggregate total of changes in
6 costs payable by CITY to more than one percent (1%) of the total cost
7 originally set forth in Attachment B and the Maximum Obligation originally set
8 forth in Subsection F-2 of the Agreement.

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

- 10 1. Enhanced services for events on CITY property. At the request of CITY,
11 through its City Manager, SHERIFF may provide enhanced law enforcement
12 services for functions, such as community events, conducted on property that
13 is owned, leased or operated by CITY. SHERIFF shall determine
14 personnel and equipment needed for such enhanced services. To the extent
15 the services provided at such events are at a level greater than that specified
16 in Attachment A of this Agreement, CITY shall reimburse COUNTY for such
17 additional services, at an amount computed by SHERIFF, based on the
18 current year's COUNTY law enforcement cost study. The cost of these
19 enhanced services shall be in addition to the Maximum Obligation of CITY

20 //

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

22 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
23 immediately after each such event.

- 24 2. Supplemental services for occasional events operated by private
25 individuals and entities on non-CITY property. At the request of CITY,
26 through its City Manager, and within the limitations set forth in this
27 Subsection D-2, SHERIFF may provide supplemental law enforcement
28 services to preserve the peace at special events or occurrences that occur

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

21 //

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

23 (Continued)

24 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.

25 SHERIFF shall bill CITY immediately after each such event.

- 26 3. Supplemental services for events operated by public entities on non-CITY
 27 property. At the request of CITY, through its City Manager, and within the
 28

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

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

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

- 25 5. In accordance with Government Code 51350, COUNTY has adopted Board
26 Resolution 89-1160 which identifies Countywide services, including but not
27 limited to helicopter response. SHERIFF through this contract provides
28 enhanced helicopter response services. The cost of enhanced helicopter

1 response services is included in the cost of services set forth in Attachment
 2 B and in the Maximum Obligation of CITY set forth in Subsection F-2.
 3 COUNTY shall not charge any additional amounts for enhanced helicopter
 4 services after the cost of services set forth in Attachment B and in the
 5 Maximum Obligation set forth in Subsection F-2 has been established in any
 6 fiscal year without written notification to the CITY.

7 **PATROL VIDEO SYSTEMS BODY WORN CAMERA AND IN CAR VIDEO:**

- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY
 9 has provided, or will provide, body worn cameras ~~patrol video systems~~
 10 (hereinafter called "BWCPVS") that ~~are or~~ will be worn by SHERIFF's
 11 personnel and In Car Video (hererinafter called "ICV") that will be mounted in
 12 ~~patrol~~ vehicles designated by SHERIFF COUNTY for use within CITY
 13 service area.
- 14 2. SHERIFF has the exclusive right to use said BWC and ICVPVS for law
 15 enforcement services related to this Agreement.

16 ~~4.3.~~ CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
 17 BWC and the acquisition and installation of ICV ~~Patrol Video Systems that~~
 18 ~~are or will be mounted in patrol vehicles assigned to CITY,~~ and b) recurring
 19 costs, as deemed necessary by COUNTY, including the costs of
 20 maintenance and contributions to a fund for replacement and upgrade of
 21 such BWC and ICV PVS when they become functionally or technologically
 22 obsolete.

23 The costs to be paid by CITY for recurring costs, including maintenance and
 24 replacement/upgrade of BWC and ICVPVS, are included in the costs set
 25 forth in Attachment BCB_[LA1] and the Maximum Obligation of CITY set forth in
 26 Subsection F-2 of this Agreement unless CITY has already paid such costs.

27 **PATROL VIDEO SYSTEMS BODY WORN CAMERA AND IN CAR VIDEO:**

28 (Continued)

1 CITY shall not be charged additional amounts for maintenance or
 2 replacement/upgrade of said BWC and ICVPVS during the period July 1,
 3 ~~202318~~ through June 30, 202419.

4 2.4. If, following the initial acquisition of BWC and ICVPVS referenced above,
 5 CITY requires BWC and ICVPVS for additional SHERIFF's personnel or
 6 patrol cars/vehicles designated for use in the CITY service area, COUNTY will
 7 purchase said additional BWC and ICVPVS. Upon demand by COUNTY,
 8 CITY will pay to COUNTY a) the full costs of acquisition of additional BWC
 9 and the full costs of acquisition and installation of ~~said~~ additional ICVPVS,
 10 and b) the full recurring costs for said BWC and ICVPVS, as deemed
 11 necessary by COUNTY, including the costs of maintenance, and
 12 contributions to a fund for replacement and upgrade of such BWC and
 13 ICVPVS when they become functionally or technologically obsolete. Said
 14 costs related to additional BWC and ICV-PVS are not included in, and are in
 15 addition to, the costs set forth in Attachment CB and the Maximum Obligation
 16 of CITY set forth in Subsection F-2 of this Agreement.

17 COUNTY will replace and/or upgrade BWC and ICVPVS as needed. The costs
 18 of replacing/upgrading BWC and ICVPVS shall be paid by COUNTY from the
 19 replacement/upgrade funds to be paid by CITY in accordance with the foregoing.
 20 CITY shall not be charged any additional charge to replace or upgrade BWC and
 21 ICVPVS, ~~after the cost of services set forth in Attachment B and the Maximum~~
 22 ~~Obligation set forth in F-2 has been established in any fiscal year without written~~
 23 ~~notification to the CITY.~~

24 **F. PAYMENT:**

25 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 26 COUNTY the costs of performing the services mutually agreed upon in this
 27 Agreement. The cost of services includes salaries, wages, benefits, mileage,
 28

1 services, supplies, equipment, and divisional, departmental and COUNTY
2 General overhead.

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

4 ~~4.2~~ Unless the level of service set forth in Attachment A is decreased or
5 increased in accordance with Subsection C-9, the Maximum Obligation of
6 CITY for services set forth in Attachment ~~B~~^{LA2}A to be provided by the
7 COUNTY for the period July 1, 20~~23~~¹⁸ through June 30, 20~~24~~¹⁹ shall be
8 \$~~13,014,8850,955,068~~.

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

14 ~~3.~~ The Maximum Obligation of CITY for services provided for the 12 month
15 periods commencing July 1, 20~~24~~¹⁹, 20~~25~~⁰, 20~~26~~¹, and 20~~27~~², will be
16 determined annually by COUNTY and approved by CITY.

17 ~~3.4~~ COUNTY shall invoice CITY monthly. During the period July 1, 20~~23~~¹⁸
18 through June 30, 20~~24~~¹⁹, said invoices will require payment by CITY of one-
19 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2
20 of this Agreement, as said Maximum Obligation may have been increased or
21 decreased in accordance with Subsection C-~~409~~. If a determination is made
22 that increases described in Subsection F-8 must be paid, COUNTY
23 thereafter shall include the pro-rata charges for such increases in its monthly
24 invoices to CITY for the balance of the period between July 1, 20~~23~~¹⁸ and
25 June 30, 20~~24~~¹⁹.

26 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
27 approved County Billing Policy, which is attached hereto as Attachment C.
28

- 1 6. COUNTY shall charge CITY late payment penalties in accordance with
2 COUNTY Board of Supervisors' approved COUNTY Billing Policy.
- 3 7. Narcotic asset forfeitures will be distributed pursuant to Attachment D of the
4 Agreement, which is incorporated herein by this reference.

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

6 8a. At the time this Agreement is executed, there are unresolved issues
7 pertaining to potential changes in salaries and benefits for COUNTY
8 employees. The cost of such potential changes are not included in the
9 Fiscal Year ~~202318-2419~~, costs set forth in Attachment B nor in the Fiscal
10 Year ~~202318-2419~~, Maximum Obligation of CITY set forth in Subsection F-2
11 of this Agreement. If the changes result in the COUNTY incurring or
12 becoming obligated to pay for increased costs for or on account of personnel
13 whose costs are included in the calculations of costs charged to CITY
14 hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation
15 set forth in Subsection F-2 of this Agreement, the full costs of said increases
16 to the extent such increases are attributable to work performed by such
17 personnel after July 1, 2023^[LA3]~~18~~, and CITY's Maximum Obligation
18 hereunder shall be deemed to have increased accordingly. CITY shall pay
19 COUNTY in full for such increases on a pro-rata basis over the portion of the
20 period between July 1, 20~~2318~~ and June 30, 20~~2419~~ remaining after
21 COUNTY notifies CITY that increases are payable. If the changes result in
22 the COUNTY incurring or becoming obligated to pay for decreased costs for
23 or on account of personnel whose costs are included in the calculations of
24 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
25 by the CITY to the extent such decreases are attributable to work performed
26 by such personnel during the period July 1, 20~~2318~~ through June 30,
27 20~~2419~~, and CITY's Maximum Obligation hereunder shall be deemed to
28 have decreased accordingly. COUNTY shall reduce required payment by

CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 20~~2318~~ and June 30, 20~~2419~~ remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

F. PAYMENT: (Continued)

8b. If CITY is required to pay for increases as set forth in Subsection F-8a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection F-2 for said period at the time this Agreement originally was executed. The purpose of such adjustment of service levels will be to give CITY the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by CITY. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Agreement so providing^[LA4]_[LA5], pursuant to Subsection C-9. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

G. NOTICES:

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

CITY: ATTN: CITY MANAGER
7800 KATELLA AVE
STANTON, CA 90680

//

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER

SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

//

G. NOTICES: (Continued)

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

H. STATUS OF COUNTY:

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

I. STATE AUDIT:

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

J. ALTERATION OF TERMS:

1 This Agreement is comprised of this documents and Attachments A through G,
2 which are attached hereto and incorporated [LA6]herein by reference. This
3 Agreement fully expresses all understanding of CITY and COUNTY with respect
4 to the subject matter of this Agreement and shall constitute the total Agreement
5 between the parties for these purposes. No addition to or alteration of the terms
6 of this Agreement, unless expressly provided herein, shall be valid unless made
7 in writing, formally approved and executed by duly authorized agents of both
8 parties.

9 **K. INDEMNIFICATION:**

10 1. COUNTY, its officers, agents, employees, subcontractors and independent
11 contractors shall not be deemed to have assumed any liability for the
12 negligence or any other act or omission of CITY or any of its officers, agents,
13 employees, subcontractors or independent contractors, or for any dangerous
14 or defective condition of any public street, ~~or~~ work, or property [LA7][LA8] of
15 CITY, or for any illegality or unconstitutionality of CITY's municipal
16 ordinances. CITY shall indemnify and hold harmless COUNTY and its
17 elected and appointed officials, officers, agents, employees, subcontractors
18 and independent contractors from any claim, demand or liability whatsoever
19 based or asserted upon the condition of any public street, ~~or~~ work, or
20 property of CITY, or upon the illegality or unconstitutionality of any municipal
21 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
22 of CITY, or its elected and appointed officials, officers, agents, employees,
23 subcontractors or independent contractors related to this Agreement,
24 including, but not limited to, any act or omission related to the maintenance
25 or condition of any vehicle or motorcycle that is owned or possessed by CITY
26 and used by COUNTY personnel in the performance of this Agreement, for
27 property damage, bodily injury or death or any other element of damage of
28 any kind or nature, and CITY shall defend, at its expense including attorney

1 fees, and with counsel approved in writing by COUNTY, COUNTY and its
 2 elected and appointed officials, officers, agents, employees, subcontractors
 3 and independent contractors in any legal action or claim of any kind based or
 4 asserted upon such condition of public street, ~~or work,~~ or property, or
 5 illegality or unconstitutionality of a municipal ordinance, or alleged acts or
 6 omissions. If judgment is entered against CITY and COUNTY by a court of
 7 competent jurisdiction because of the concurrent active negligence of either
 8 party,

9 //

10 **K. INDEMNIFICATION: (Continued)**

11 CITY and COUNTY agree that liability will be apportioned as determined by
 12 the court. Neither party shall request a jury apportionment.

- 13 2. COUNTY shall indemnify and hold harmless CITY and its elected and
 14 appointed officials, officers, agents, employees, subcontractors and
 15 independent contractors from any claim, demand or liability whatsoever
 16 based or asserted upon any act or omission of COUNTY or its elected and
 17 appointed officials, officers, agents, employees, subcontractors or
 18 independent contractors related to this Agreement, for property damage,
 19 bodily injury or death or any other element of damage of any kind of nature,
 20 and COUNTY shall defend, at its expense, including attorney fees, and with
 21 counsel approved in writing by CITY, CITY and its elected and appointed
 22 officials, officers, agents, employees, subcontractors and independent
 23 contractors in any legal action or claim of any kind based or asserted upon
 24 such alleged acts or omissions.

25 **L. OWNERSHIP OF POLICE BUILDING:**

26 CITY will retain title to the land and building used for the Stanton Sheriff Station.
 27 CITY agrees to lease the premises to COUNTY for no further consideration,
 28 during the period of this Agreement. Said licensee, ~~hereinafter LEASE~~, has

1 been memorialized in a separate document entitled "~~Stanton Sheriff Station~~
 2 ~~Licensee~~ Agreement" and dated ~~September 1~~ August 17, 2021. [LA9]

3 **M. OPERATIONS AGREEMENT:**

4 ~~—1. The COUNTY and the CITY agree to the responsibilities assigned in the~~
 5 ~~Operations Agreement in Attachment E, CITY's Manager and COUNTY's~~
 6 ~~SHERIFF were previously authorized to execute, on behalf of CITY and~~
 7 ~~COUNTY, respectively, the Operations Agreement attached hereto as~~
 8 ~~Attachment E and incorporated herein by this reference. [LA10]~~

9 1. Within the limitations set forth below, SHERIFF, on behalf of the COUNTY,
 10 and CITY Manager, on behalf of CITY, are authorized to execute written

11 **M. OPERATIONS AGREEMENT: (Continued)**

12 amendments to the Operations Agreement. Amendments may be executed
 13 by SHERIFF and CITY Manager without prior approval by CITY's Council
 14 and COUNTY's Board of Supervisors only if they pertain to the same subject
 15 matter as the original Operations Agreement attached hereto and do not, in
 16 the aggregate, increase or decrease this Agreement by more than one
 17 percent (1%).

18 Prior approval of CITY's Council and COUNTY's Board of Supervisors is
 19 necessary for any other amendment of the Operations Agreement.
 20 SHERIFF and CITY Manager shall file copies of any amendments to the
 21 Operations Agreement with the Clerk of COUNTY's Board of Supervisors
 22 and CITY's Clerk.

23 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

24 1. COUNTY has established a Traffic Violator Apprehension Program ["the
 25 Program"], which is operated by SHERIFF, and is designed to reduce vehicle
 26 accidents caused by unlicensed drivers and drivers whose licenses are
 27 suspended and to educate the public about the requirements of the Vehicle
 28 Code and related safety issues with regard to driver licensing, vehicle

1 registration, vehicle operation, and vehicle parking. The Program operates
2 throughout the unincorporated areas of the COUNTY and in the cities that
3 contract with COUNTY for SHERIFF's law enforcement services, without
4 regard to jurisdictional boundaries, because an area-wide approach to
5 reduction of traffic accidents and driver education is most effective in
6 preventing traffic accidents. In order for CITY to participate in the Program,
7 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
8 same amount as approved by County, and under the terms and conditions as
9 set forth in the TVAP resolution that is attached to the Agreement as
10 Attachment F ~~and incorporated into the Agreement by reference~~, and has
11 directed that the revenue from such fee

12 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

13 be used for the Program. CITY's participation in the Program may be
14 terminated at any time by rescission or amendment of the TVAP resolution
15 that is attached to the Agreement as Attachment F. In the event CITY 1)
16 amends said TVAP resolution, or rescinds said TVAP resolution and adopts
17 a new TVAP resolution pertaining to the above-referenced fees and the
18 Program, and 2) remains a participant in the Program thereafter, CITY's
19 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
20 authority to execute an amendment of the Agreement to substitute CITY's
21 amended or new TVAP resolution for Attachment F to the Agreement, as
22 long as said amendment to the Agreement does not materially change any
23 other provision of the Agreement. As County updates its fees for the
24 Program periodically, COUNTY will provide written notice to CITY of the
25 updated fees. CITY's participation in the Program will terminate if CITY
26 determines not to adopt the updated fees for the Program.

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

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

- 3 • Ten one hundredths (0.10) Sergeant
4 (8 hours per two-week pay period)
- 5 • One (1) Staff Specialist
6 (80 hours per two-week pay period)
- 7 • One (1) Office Specialist
8 (80 hours per two-week pay period)

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

14 The request shall be submitted within the budget schedule established by

15 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**

16 SHERIFF. SHERIFF shall approve the expenditure only if both of the
17 following conditions are satisfied: 1) there are sufficient Program funds
18 attributable to revenue generated by CITY's fee, to pay for the requested
19 purchase, and 2) CITY will use the equipment and/or supplies, during their
20 entire useful life, only for purposes authorized by its TVAP resolution in effect
21 at the time of purchase.

22 In the event that CITY terminates its participation in the Program, CITY
23 agrees that the equipment purchased by CITY and reimbursed by Program
24 funds will continue to be used, during the remainder of its useful life,
25 exclusively for the purposes authorized by CITY's TVAP resolution in effect
26 at the time of purchase.

27 In the event the fees adopted by COUNTY, CITY and other participating
28 jurisdictions are not adequate to continue operation of the Program at the

1 level at which it operated previously, COUNTY, at the option of CITY, will
2 reduce the level of Program service to be provided to CITY or will continue to
3 provide the existing level of Program services. COUNTY will charge CITY the
4 cost of any Program operations that exceed the revenue generated by fees.
5 Such charges shall be in addition to the Maximum Obligation of CITY set
6 forth in Subsection F-2 of this Agreement. The amount of any revenue
7 shortfall charged to CITY will be determined, at the time the revenue shortfall
8 is experienced, according to CITY's share of Program services rendered. In
9 the event of a reduction in level of Program service, termination of Program
10 service or adjustment of costs, the parties shall execute an amendment to
11 the Agreement so providing. Decisions about how to reduce the level of
12 Program service provided to CITY shall be made by SHERIFF with the
13 approval of CITY.

14 //

15 **O. MOBILE DATA COMPUTERS:**

- 16 1. As part of the law enforcement services to be provided to CITY, COUNTY
17 has provided, or will provide, mobile data computers (hereinafter called
18 "MDCs") that are or will be mounted in patrol vehicles and motorcycles
19 designated by COUNTY for use within CITY limits.
- 20 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
21 services related to the Agreement.
- 22 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
23 installation of MDCs that are or will be mounted in patrol vehicles and
24 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
25 by COUNTY, including the costs of maintenance and contributions to a fund
26 for replacement and upgrade of such MDCs when they become functionally
27 or technologically obsolete.

28

1 The costs to be paid by CITY for recurring costs, including maintenance and
2 replacement/upgrade of MDCs, are included in the costs set forth in
3 Attachment B and the Maximum Obligation of CITY set forth in Subsection
4 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
5 not be charged additional amounts for maintenance or replacement/upgrade
6 of said MDCs during the period July 1, ~~2018-2023~~ through June 30, 202419.

7 ~~2.4.~~ 4. If, following the initial acquisition of MDCs referenced above, CITY
8 requires MDCs for additional patrol cars or motorcycles designated for use in
9 the CITY, or for CITY Emergency Operations Center, COUNTY will purchase
10 said additional MDCs. Upon demand by COUNTY, CITY will pay to
11 COUNTY a) the full costs of acquisition and installation of said additional
12 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary
13 by COUNTY, including the costs of maintenance, and contributions to a fund
14 for replacement and upgrade of such MDCs when they become functionally
15 or technologically obsolete. Said costs related to additional MDCs are not

16 **O. MOBILE DATA COMPUTERS:** (Continued)

17 included in, and are in addition to, the costs set forth in Attachment B and the
18 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
19 COUNTY will replace and/or upgrade MDCs as needed. The costs of
20 replacing/upgrading MDCs shall be paid by COUNTY from the
21 replacement/upgrade funds to be paid by CITY in accordance with the
22 foregoing. CITY shall not be charged any additional charge to replace or
23 upgrade MDCs.

24 **P. E-CITATION UNITS:**

- 25 1. As part of the law enforcement services to be provided to CITY, COUNTY
26 has provided, or will provide, E-Citation units designated by COUNTY for
27 use within CITY limits.

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2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.

1. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, ~~2018-2023~~ through June 30, ~~2024~~19.

4.If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase

P. E-CITATION UNITS: (Continued)

said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.

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DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

BY: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

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

BY: _____
Deputy

DATED: _____

