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**AGREEMENT
BETWEEN THE
CITY OF SAN CLEMENTE
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 2021~~0~~, which date is enumerated for purposes of reference only, by and between the CITY OF SAN CLEMENTE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

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, 54981 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, 202~~10~~ and terminate
3 June 30, 202~~21~~, 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, 202~~21~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~21~~ and June 30, 202~~32~~, 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
14 and 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, 202~~21~~
17 and August 31, 202~~21~~, 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, 202~~10~~ through June 30, 202~~21~~. 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
24 employees, herein referred to as "SHERIFF", shall render to CITY law
25 enforcement services as hereinafter provided. Such services shall include
26 the enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY.

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 through the Chief of Police Services (~~Lieutenant~~Captain)
4 assigned to CITY, who will report directly to CITY Manager. Personnel of
5 each shift may work varying and different times and may be deployed to
6 other shifts when, in the opinion of SHERIFF and CITY Manager, the need
7 arises. Any long-term shift deployment change will be reported to CITY's
8 Council.
- 9 3. The level of service to be provided by COUNTY, for the period July 1, 202~~10~~
10 through June 30, 202~~11~~24, is set forth in Attachment A and incorporated
11 herein by this reference.
- 12 4. For any service listed in Attachment A of this Agreement that is provided to
13 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
14 the option to terminate such service in the event the other city or cities that
15 contract for the balance of the time of the employee providing the service no
16 longer pay(s) for such service and CITY does not request the Agreement be
17 amended to provide for payment of 100% of the cost of the employee
18 providing such service. The Maximum Obligation of CITY set forth in
19 Subsection F-2 will be adjusted accordingly.
- 20 5. All services contracted for in this Agreement may not be operational on the
21 precise date specified in this Agreement. In those instances, SHERIFF shall
22 notify CITY Manager of the date or dates such service or services are to be
23 implemented. COUNTY shall reduce the monthly charges to CITY, based
24 on the actual date of implementation of the service or services. Charges
25 shall be reduced on the next monthly billing tendered in accordance with
26 Subsection F-3 of this Agreement.
- 27 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
28 leave in CITY the ~~Captain~~Lieutenant in charge of CITY Police Services. If

1 SHERIFF determines that the ~~Captain~~Lieutenant is needed elsewhere,
2 SHERIFF

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

4 will notify CITY's Manager within four (4) hours. SHERIFF will return the
5 ~~Captain~~Lieutenant to CITY as soon as possible once the emergency
6 situation is under control.

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

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

1 8. With respect to the licensing ordinances of CITY listed in Attachment H
2 hereto, which is incorporated herein by this reference, SHERIFF shall
3 receive applications for CITY licenses pursuant to said ordinances and
4 complete investigations relating to such applications. Said investigations
5 shall be forwarded to CITY Manager. COUNTY shall not provide any
6 advisory, administrative, hearing or litigation attorney support or services
7 related to licensing. COUNTY shall not provide any administrative or
8 investigative services related to the licensing ordinances listed in
9 Attachment H hereto, except the investigations relating to initial applications
10 for which this subsection provides.

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

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

1 basis and are operated by private individuals or private entities on non-CITY
2 property. SHERIFF shall determine personnel and equipment needed for
3 such supplemental services, and will provide such supplemental services
4 only if SHERIFF is able to do so without reducing the normal and regular
5 ongoing services that SHERIFF otherwise would provide to CITY pursuant
6 to this Agreement. Such supplemental services shall be provided only by
7 regularly appointed full-time peace officers, at rates of pay governed by a
8 Memorandum of Understanding between COUNTY and the bargaining
9 unit(s) representing the peace officers providing the services. Such
10 supplemental services shall include only law enforcement duties and shall

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

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

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

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

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

- 12 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
13 the services of SHERIFF at events, for which CITY issues permits, that are
14 operated by private individuals or entities or public entities. SHERIFF shall
15 determine personnel and equipment needed for said events. If said events
16 are in addition to the level of services listed in Attachment A of this
17 Agreement, CITY shall reimburse COUNTY for such additional services at
18 an amount computed by SHERIFF, based upon the current year's COUNTY
19 law enforcement cost study. The cost of these services shall be in addition
20 to the Maximum Obligation of CITY set forth in Subsection F-2 of this
21 Agreement. SHERIFF shall bill City immediately after said services are
22 rendered.
- 23 5. In accordance with Government Code Section 51350, COUNTY has
24 adopted Board Resolution 89-1160 which identifies Countywide services,
25 including but not limited to helicopter response. SHERIFF through this
26 contract provides enhanced helicopter response services. The cost of
27 enhanced helicopter response services is included in the cost of services
28 set forth in Attachment B and in the Maximum Obligation of CITY set forth in

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

5 **E. PATROL VIDEO SYSTEMS:**

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

10 //

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

- 12 2. SHERIFF has the exclusive right to use said PVS for law enforcement
13 services related to this Agreement.
- 14 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
15 installation of Patrol Video Systems that are or will be mounted in patrol
16 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
17 COUNTY, including the costs of maintenance and contributions to a fund for
18 replacement and upgrade of such PVS when they become functionally or
19 technologically obsolete.

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of PVS, are included in the costs set forth in
22 Attachment B and the Maximum Obligation of CITY set forth in Subsection
23 F-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 PVS during the period July 1, 2021~~0~~ through June 30, 202~~2~~4.

- 26 4. If, following the initial acquisition of PVS referenced above, CITY requires
27 PVS for additional patrol cars designated for use in the CITY service area,
28 COUNTY will purchase said additional PVS. Upon demand by COUNTY,

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

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

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

15 **F. 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 set forth in Attachment A is increased or
22 decreased by mutual agreement of the parties, or CITY is required to pay
23 for increases as set forth in Subsection F-4, or the costs increase or
24 decrease as a result of amendment of the Operations Agreement
25 (Attachment C hereto and incorporated herein by this reference) in
26 accordance with Subsection M-2, the Maximum Obligation of CITY for
27 services, other than Licensing Services, set forth in Attachment A, of this
28 Agreement to be provided by the COUNTY for the period July 1, 2021~~10~~

1 through June 30, 202~~2~~¹ shall be ~~\$17,145,464~~^{\$18,059,144} as set forth in
2 Attachment B.

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

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

9 3. For services provided between July 1, 202~~1~~⁰ and June 30, 202~~2~~¹, COUNTY
10 shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum Obligation of
11 CITY. If a determination is made that increases described in Subsection F-
12 4 must be paid, COUNTY thereafter shall include the pro-rata charges for
13 such increases in its monthly invoices to CITY for the balance of the period
14 July 1, 202~~1~~⁰ and June 30, 202~~2~~¹. If this Agreement is extended pursuant
15 to Subsection B-2, COUNTY shall invoice CITY thereafter for the full costs
16 of the law enforcement services provided in the preceding month.

17 4a. At the time this Agreement is executed, there may be unresolved issues
18 pertaining to potential changes in salaries and benefits for COUNTY
19 employees. The costs of such potential increases are not included in the
20 Fiscal Year 202~~1~~⁰-2~~2~~¹ cost set forth in Attachment B nor in the Fiscal Year
21 202~~1~~⁰-2~~2~~¹ Maximum Obligation of CITY set forth in Subsection F-2 of this
22 Agreement. If the changes result in the COUNTY incurring or becoming
23 obligated to pay for increased costs for or on account of personnel whose
24 costs are included in the calculations of costs charged to CITY hereunder,
25 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
26 Subsection F-2 of this Agreement, the full costs of said increases to the
27 extent such increases are attributable to work performed by such personnel
28 after July 1, 202~~1~~⁰, and CITY's Maximum Obligation hereunder shall be

1 deemed to have increased accordingly. CITY shall pay COUNTY in full for
2 such increases on a pro-rata basis over the portion of the period between
3 July 1, 2021~~0~~ and June 30, 2022~~1~~ remaining after COUNTY notifies CITY
4 that increases are payable. If the changes result in the COUNTY incurring
5 or becoming obligated to pay for decreased costs for or on account of
6 personnel whose costs are included in the calculations of costs charged to
7 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to

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

9 the extent such decreases are attributable to work performed by such
10 personnel during the period July 1, 2021~~0~~ through June 30, 2022~~1~~, and
11 CITY's Maximum Obligation hereunder shall be deemed to have decreased
12 accordingly. COUNTY shall reduce required payment by CITY in full for
13 such decreases on a pro-rata basis over the portion of the period between
14 July 1, 2021~~0~~ and June 30, 2022~~1~~ remaining after COUNTY notifies CITY
15 that the Maximum Obligation has decreased.

16 4b. If CITY is required to pay for increases as set forth in Subsection F-4a
17 above, COUNTY, at the request of CITY will thereafter reduce the level of
18 service to be provided to CITY as set forth in Attachment A of this
19 Agreement to a level that will make the Maximum Obligation of CITY
20 hereunder for the period July 1, 2021~~0~~ through June 30, 2022~~1~~ an amount
21 specified by CITY that is equivalent to or higher or lower than the Maximum
22 Obligation set forth in Subsection F-2 for said period at the time this
23 Agreement originally was executed. The purpose of such adjustment of
24 service levels will be to give CITY the option of keeping its Maximum
25 Obligation hereunder at the pre-increase level or at any other higher or
26 lower level specified by CITY. In the event of such reduction in level of
27 service and adjustment of costs, the parties shall execute an amendment to
28 this Agreement so providing. Decisions about how to reduce the level of

1 service provided to CITY shall be made by SHERIFF with the approval of
2 CITY.

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

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

7 6. COUNTY shall charge CITY late payment penalties in accordance with
8 County Billing Policy.

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

11 8. CITY shall reimburse COUNTY for the cost of any equipment that is
12 removed from service before the unamortized value is used.

13 9. As payment for the Licensing Services described in Subsection C-8 of this
14 Agreement, COUNTY shall retain all fees paid by applicants for licenses
15 pursuant to CITY ordinances listed in Attachment H hereto. Retention of
16 said fees by COUNTY shall constitute payment in full to COUNTY for costs
17 incurred by COUNTY in performing the functions related to licensing
18 described in Subsection C-8; provided, however, that if any of said fees are
19 waived or reduced by CITY, CITY shall pay to COUNTY the difference
20 between the amount of fees retained by COUNTY and the fees that were
21 set forth in the ordinances listed in Attachment H at the time this Agreement
22 was executed. If CITY increases the fee schedule for the licensing
23 ordinances set forth in Attachment H, either party shall have the right to
24 seek amendment of this Agreement with respect to the division of the
25 increased fees between CITY and COUNTY.

26 **G. OWNERSHIP OF POLICE STATION:**

27 CITY will retain title to the land and building used for the San Clemente Police
28 Station. CITY agrees to lease the premises to COUNTY for no further

1 consideration during the period of this Agreement. Said lease agreement has
2 been memorialized in a separate document entitled "Lease Agreement" and
3 dated November 6, 2012.

4 **H. NOTICES:**

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

9 **CITY:** ATTN: CITY MANAGER

10 910 CALLE NEGOCIO

11 SAN CLEMENTE, CA 92673

12 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

13 SHERIFF-CORONER DEPARTMENT

14 320 NORTH FLOWER STREET, SUITE 108

15 SANTA ANA, CA 92703

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

19 **I. STATUS OF COUNTY:**

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

1 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

16 1. COUNTY, its officers, agents, employees, subcontractors and independent
17 contractors shall not be deemed to have assumed any liability for the
18 negligence or any other act or omission of CITY or any of its officers,
19 agents, employees, subcontractors or independent contractors, or for any
20 dangerous or defective condition of any public street or work or property of
21 CITY, or for any illegality or unconstitutionality of CITY's municipal
22 ordinances. CITY shall indemnify and hold harmless COUNTY and its
23 elected and appointed officials, officers, agents, employees, subcontractors
24 and independent contractors from any claim, demand or liability whatsoever
25 based or asserted upon the condition of any public street or work or
26 property of CITY, or upon the illegality or unconstitutionality of any municipal
27 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
28 of CITY, or its elected and appointed officials, officers, agents, employees,

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

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

18 2. COUNTY shall indemnify and hold harmless CITY and its elected and
19 appointed officials, officers, agents, employees, subcontractors and
20 independent contractors from any claim, demand or liability whatsoever
21 based or asserted upon any act or omission of COUNTY or its elected and
22 appointed officials, officers, agents, employees, subcontractors or
23 independent contractors related to this Agreement, for property damage,
24 bodily injury or death or any other element of damage of any kind or nature,
25 and COUNTY shall defend, at its expense, including attorney fees, and with
26 counsel approved in writing by CITY, CITY and its elected and appointed
27 officials, officers, agents, employees, subcontractors and independent
28

1 contractors in any legal action or claim of any kind based or asserted upon
2 such alleged acts or omissions.

3 **M. OPERATIONS AGREEMENT:**

- 4 1. CITY's Manager and COUNTY's SHERIFF are authorized to execute, on
5 behalf of CITY and COUNTY, respectively, the Operations Agreement
6 attached hereto as Attachment C.
- 7 2. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and
8 CITY Manager, on behalf of CITY, are authorized to execute written
9 amendments to the Operations Agreement. Amendments may be executed
10 by SHERIFF and CITY Manager without prior approval by CITY's Council
11 and COUNTY's Board of Supervisors only if they pertain to the same subject
12 matter as the original Operations Agreement attached hereto and do not, in
13 the aggregate, increase or decrease the total costs of CITY or the total
14 expenses of COUNTY under this Agreement by more than one percent
15 (1%). Prior approval of CITY's Council and COUNTY's Board of Supervisors
16 is necessary for any other amendment of the Operations Agreement.
17 SHERIFF and CITY Manager shall file copies of any amendments to the
18 Operations Agreement with the Clerk of COUNTY's Board of Supervisors
19 and CITY's Clerk.

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

- 21 1. COUNTY has established a Traffic Violator Apprehension Program ["the
22 Program"], which is operated by SHERIFF, and is designed to reduce
23 vehicle accidents caused by unlicensed drivers and drivers whose licenses
24 are suspended and to educate the public about the requirements of the
25 Vehicle Code and related safety issues with regard to driver licensing,
26 vehicle registration, vehicle operation, and vehicle parking. The Program
27 operates throughout the unincorporated areas of the COUNTY and in the
28 cities that contract with COUNTY for SHERIFF's law enforcement services,

1 without regard to jurisdictional boundaries, because an area-wide approach
2 to reduction of traffic accidents and driver education is most effective in
3 preventing traffic accidents. In order for CITY to participate in the Program,
4 CITY has adopted ~~a fee~~s pursuant to Vehicle Code Section 22850.5, in the
5 same amount as approved by COUNTY, as and under the terms and
6 conditions set forth in the resolution that is attached hereto as Attachment F
7 and incorporated into this Agreement by reference [hereinafter called a
8 “TVAP resolution”], and has directed that the revenue from such fee be used
9 for the Program. CITY’s participation in the Program may be terminated at
10 any time by rescission or amendment of its TVAP resolution that is attached
11 hereto as Attachment F. In the event CITY 1) amends said TVAP resolution,
12 or rescinds said TVAP resolution and adopts a new TVAP resolution
13 pertaining to the above-referenced ~~fee~~s and the Program, and 2) remains a
14 participant in the Program thereafter, CITY’s Manager, on behalf of CITY,
15 and SHERIFF, on behalf of COUNTY, have authority to execute an
16 amendment of this Agreement to substitute CITY’s amended or new TVAP
17 resolution for Attachment F hereto, as long as said

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

19 amendment to this Agreement does not materially change any other
20 provision of this Agreement. As COUNTY updates its fees for the Program
21 periodically, COUNTY will provide written notice to CITY of the updated fees.
22 CITY’s participation in the program will terminate if CITY determines not to
23 adopt the updated fees for the Program.

- 24 2. COUNTY will make available for review, at the request of CITY, all financial
25 data related to the Program as may be requested by CITY.
- 26 3. Fee revenue generated by COUNTY and participating cities will be used to
27 fund the following positions, which will be assigned to the Program:
- 28 • Ten one hundredths of one (0.10) Sergeant

- 1 (8 hours per two-week pay period)
- 2 • One (1) Staff Specialist
- 3 (80 hours per two-week pay period)
- 4 • One (1) Office Specialist
- 5 (80 hours per two-week pay period)
- 6 4. Fee revenue generated by CITY may be used to reimburse CITY for
- 7 expenditures for equipment and/or supplies directly in support of the
- 8 Program. In order for an expenditure for equipment and/or supplies to be
- 9 eligible for reimbursement, CITY shall submit a request for and obtain pre-
- 10 approval of the expenditure by using the form as shown in Attachment G.
- 11 The request shall be submitted within the budget schedule established by
- 12 SHERIFF. SHERIFF shall approve the expenditure only if both of the
- 13 following conditions are satisfied: 1) there are sufficient Program funds,
- 14 attributable to revenue generated by CITY's fee, to pay for the requested
- 15 purchase, and 2) CITY will use the equipment and/or supplies, during their
- 16 entire useful life, only for purposes authorized by its TVAP resolution in
- 17 effect at the time of purchase.

18 In the event that CITY terminates its participation in the Program, CITY

19 agrees that the equipment purchased by CITY and reimbursed by Program

20 funds will continue to be used, during the remainder of its useful life,

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

22 exclusively for the purposes authorized by CITY's TVAP resolution in effect

23 at the time of purchase.

- 24 5. In the event the fees adopted by COUNTY, CITY and other participating
- 25 jurisdictions are not adequate to continue operation of the Program at the
- 26 level at which it operated previously, COUNTY, at the option of CITY, will
- 27 reduce the level of Program service to be provided to CITY or will continue
- 28 to provide the existing level of Program services. COUNTY will charge CITY

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

11 **O. MOBILE DATA COMPUTERS:**

- 12 1. As part of the law enforcement services to be provided to CITY, COUNTY
13 has provided, or will provide, mobile data computers (hereinafter called
14 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
15 designated by COUNTY for use within CITY limits.
- 16 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
17 services related to this Agreement.
- 18 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
19 installation of MDCs that are or will be mounted in patrol vehicles and
20 motorcycles assigned to CITY, and b) recurring costs, as deemed

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

22 necessary by COUNTY, including the costs of maintenance and
23 contributions to a fund for replacement and upgrade of such MDCs when
24 they become functionally or technologically obsolete.

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

1 not be charged additional amounts for maintenance or replacement/upgrade
2 of said MDCs during the period July 1, 202~~10~~ through June 30, 202~~20~~24.

- 3 4. If, following the initial acquisition of MDCs referenced above, CITY requires
4 MDCs for additional patrol cars or motorcycles designated for use in the
5 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
6 said additional MDCs. Upon demand by COUNTY, CITY will pay to
7 COUNTY a) the full costs of acquisition and installation of said additional
8 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
9 by COUNTY, including the costs of maintenance, and contributions to a fund
10 for replacement and upgrade of such MDCs when they become functionally
11 or technologically obsolete. Said costs related to additional MDCs are not
12 included in, and are in addition to, the costs set forth in Attachment B and
13 the Maximum Obligation of CITY set forth in Subsection F-2 of this
14 Agreement.
- 15 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
16 replacing/upgrading MDCs 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 MDCs.

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

- 21 1. As part of the law enforcement services to be provided to CITY, COUNTY
22 has provided, or will provide, E-Citation units designated by COUNTY for
23 use within CITY limits.
- 24 2. SHERIFF has the exclusive right to use said E-Citation units for law
25 enforcement services related to this Agreement.
- 26 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
27 E-Citation units that are assigned to CITY, and b) recurring costs, as
28 deemed necessary by COUNTY, including the costs of maintenance and

1 contributions to a fund for replacement and upgrade of such E-Citation units
2 when they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of E-Citation units, are included in the costs set forth
5 in Attachment B and the Maximum Obligation of CITY set forth in
6 Subsection F-2 of this Agreement unless CITY has already paid such costs.
7 CITY shall not be charged additional amounts for maintenance or
8 replacement/upgrade of said E-Citation units during the period July 1, 202~~10~~
9 through June 30, 202~~1~~4.

- 10 4. If, following the initial acquisition of E-Citation units referenced above, CITY
11 requires E-Citation units designated for use in CITY, COUNTY will purchase
12 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
13 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
14 and b) the full recurring costs for said E-Citation units, as deemed
15 necessary by COUNTY, including the costs of maintenance, and
16 contributions to a fund for replacement and upgrade of such E-Citation units
17 when they become functionally or technologically obsolete. Said costs
18 related to additional E-Citation units are not included in, and are in addition
19 to, the costs set forth in Attachment B and the Maximum Obligation of CITY

20 **P. E-CITATION UNITS: (Continued)**

21 set forth in Subsection F-2 of this Agreement.

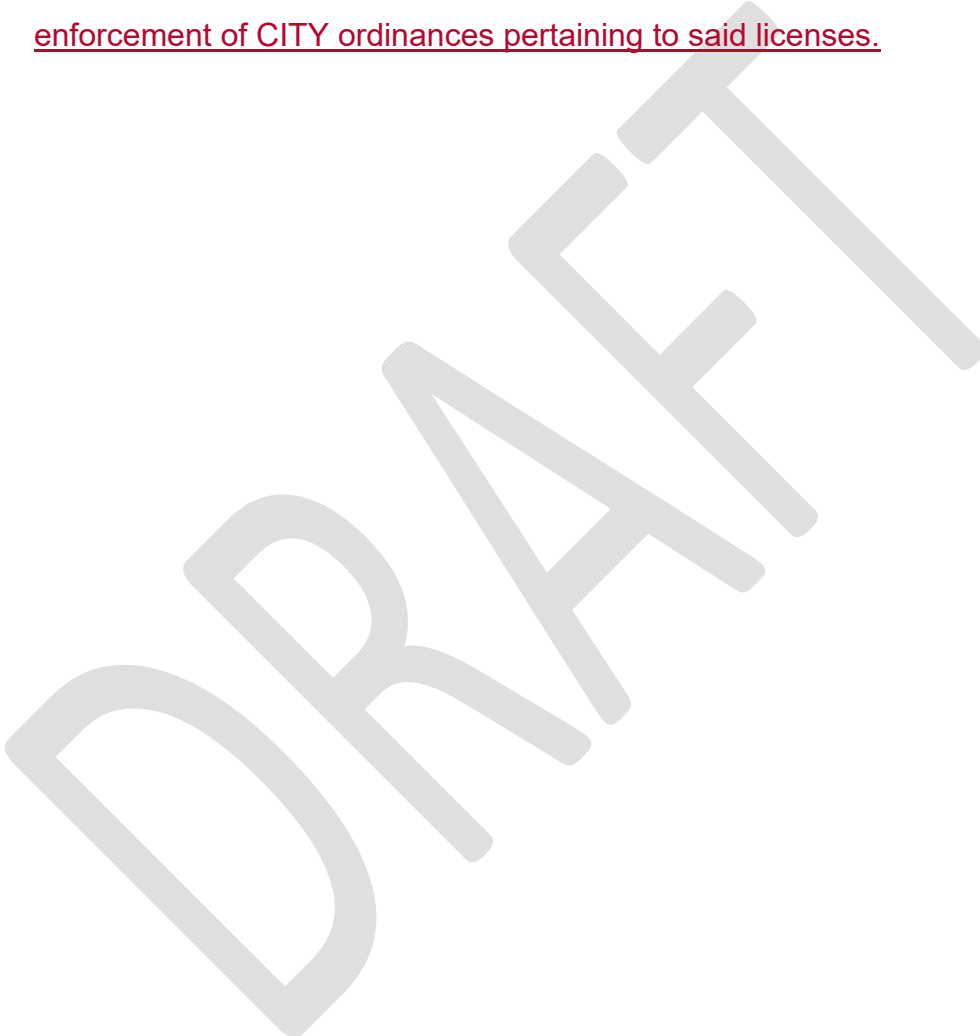
- 22 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
23 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
24 replacement/upgrade funds to be paid by CITY in accordance with the
25 foregoing. CITY shall not be charged any additional charge to replace or
26 upgrade E-Citation units.

27 **Q. LICENSES SERVICES BY CITY:**

28

1 Upon receipt from SHERIFF of investigations of application for licenses referred
2 to in Subsection C-8 of the Amendment, CITY Manager shall determine
3 whether to grant or deny the licenses and will issue the licenses or notify the
4 applicants of denial. CITY shall provide all attorney services related to the
5 granting, denial, revocation and administration of said licenses and
6 enforcement of CITY ordinances pertaining to said licenses.

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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 SAN CLEMENTE

BY: _____
Mayor Pro Tem

APPROVED AS TO FORM:

BY: _____
City Attorney

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 DELIVERED 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

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BY: _____
Deputy

DATED: _____

DRAFT

ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF SAN CLEMENTE
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:			
Deputy Sheriff II	Patrol, DET & SRO	35.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Office Specialist	City Support Services	2.00	each, 80 hrs./ per two wk. pay period
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		54.00	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	9.87%
Deputy Sheriff II	Traffic	4.00	9.87%
Investigative Assistant	Traffic	2.00	9.87%
Office Specialist	Traffic	1.00	9.87%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	9.70%
Investigator	Auto Theft	2.00	9.70%
Investigative Assistant	Auto Theft	1.00	9.70%
Office Specialist	Auto Theft	1.00	9.70%
DET:			
Sergeant	DET	1.00	8.93%
Investigator	DET	1.00	8.93%
SUBPOENA:			
Office Specialist	Subpoena	1.00	13.02%
COURTS:			
Investigative Assistant	Courts	2.00	24.11%
Office Specialist	Courts	0.80	24.11%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcyle Supervision	1.00	7.69%
TOTAL		18.70	

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF SAN CLEMENTE**

**"PAYMENT"
(Subsection F-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection F-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 424,521	\$ 424,521
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 353,799	\$ 353,799
Sergeant	Patrol	4.00	\$ 353,799	\$ 1,415,196
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 364,288	\$ 1,457,152
PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:				
Deputy Sheriff II	Patrol, DET, & SRO	35.00	\$ 291,621	\$ 10,206,735
Deputy Sheriff II - Motor	Traffic	2.00	\$ 296,771	\$ 593,542
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	4.00	\$ 128,266	\$ 513,064
Office Specialist	City Support Services	2.00	\$ 101,444	\$ 202,888
Crime Prevention Specialist		1.00	\$ 113,250	\$ 113,250
TOTAL POSITIONS		54.00		\$ 15,280,147

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	9.87%	\$ 29,318
Deputy Sheriff II	Traffic	4.00	9.87%	\$ 143,064
Investigative Assistant	Traffic	2.00	9.87%	\$ 29,794
Office Specialist	Traffic	1.00	9.87%	\$ 11,310
AUTO THEFT:				
Sergeant	Auto Theft	0.30	9.70%	\$ 14,391
Investigator	Auto Theft	2.00	9.70%	\$ 66,801
Investigative Assistant	Auto Theft	1.00	9.70%	\$ 14,506
Office Specialist	Auto Theft	1.00	9.70%	\$ 10,999
DET:				
Sergeant	DET	1.00	8.93%	\$ 38,600
Investigator	DET	1.00	8.93%	\$ 35,303
SUBPOENA:				
Office Specialist	Subpoena		0.00%	\$ -
COURTS:				
Investigative Assistant	Courts	2.00	24.11%	\$ 72,098
Office Specialist	Courts		0.00%	\$ -
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcyle Supervision	1.00	8.00%	\$ 30,979
TOTAL REGIONAL/SHARED		16.90		\$ 497,163

OTHER CHARGES AND CREDITS (Subsection F-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition cost for one (1) unit and recurring cost for twenty-five (25) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for seventeen (17) units; premium pay for bilingual staff, education incentive pay, MART pay and on-call; services and supplies; and transportation charges.

CREDITS:

Credits include: False Alarm fees, reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2021-22.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,281,834
TOTAL COST OF SERVICES (Subsection F-2)	\$ 18,059,144

RESOLUTION NO. ~~00-54~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO COLLECT ITS UPDATED FEE FOR PARTICIPATION IN THE TRAFFIC VIOLATOR APPREHENSION PROGRAM AND ESTABLISHING FEES FOR VEHICLE STORAGE AND IMPOUNDS. IN THE CITY OF SAN CLEMENTE

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended, and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driverlicensing, vehicle registration, vehicle operation, andvehicleparking; and

WHEREAS, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of San Clemente) that contract for the Sheriff's law enforcement services; and

~~WHEREAS the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities of Orange County that contract for the Sheriff's law enforcement services, including the City of San Clemente; and~~

WHEREAS, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

~~WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of San Clemente, because drivers routinely cross jurisdictional boundaries, making an area wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and~~

WHEREAS, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

~~WHEREAS, the Orange County Board of Supervisors has adopted fees for the unincorporated areas of the County that are identical to those described herein; and~~

WHEREAS, on August 2, 2000, the San Clemente City Council adopted Resolution No. 00-54, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

~~WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund", and designated as Fund No. 13B, to be controlled by the Sheriff;~~

WHEREAS, the Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

~~WHEREAS, the Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and~~

WHEREAS, the Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

~~WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and~~

WHEREAS, the Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

~~WHEREAS the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who performs duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic~~

Resolution No. 00-54

~~Violator Apprehension Program; and~~

~~WHEREAS, the Sheriff impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:~~

~~WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and~~

~~WHEREAS, the Sheriff has advised that he plans to seek adoption, by the city councils of each of the cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and~~

~~WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in San Clemente during the normal course of duty; and~~

~~WHEREAS, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:~~

Vehicle Code Section and Impound Ground

146026	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to Section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3)	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

Resolution No. 00 - 54

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

~~WHEREAS, over 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and~~

~~WHEREAS, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:~~

- ~~(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and~~
- ~~(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above; and~~

~~WHEREAS, a cost study prepared in 2020 by the Sheriff demonstrated a need to update the County's Traffic Violator Apprehension Program fees. The Sheriff's cost study determined that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is \$144.00 per removal; and~~

~~WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code section 14602.6 exceed \$152.00 per impound; and~~

~~WHEREAS, on November 17, 2020, the Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of \$144.00 per removal; and~~

~~WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and~~

~~WHEREAS, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension fees to match the County's new fee of \$144.00 per removal;~~

~~WHEREAS, the above described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and~~

~~WHEREAS, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and~~

~~WHEREAS, persons whose vehicles are impounded, rather than the public as a whole, should bear the administrative costs of processing such impounds; and~~

Resolution No. 00 - 54

WHEREAS, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

~~WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:~~

- (a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program, or sold at a lien sale pursuant to Civil Code Sections 3068.1 to 3074, and Vehicle Code Section 22851 unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs, and

- (b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- (b) ~~The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle, unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle, or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and~~

(c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and

- d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

Resolution No. 00-54

WHEREAS, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being drive, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

~~WHEREAS, it also is unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 under any of the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts to promptly remove the vehicle from a location where it is not permitted; (2) when the vehicle was stolen; (3) when the vehicle was left by an ill or injured driver; or (4) when it is demonstrated, to the satisfaction of the Sheriff or his design that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and~~

WHEREAS, a public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on May 4, 2021; and WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

~~WHEREAS, a public hearing pertaining to said proposed new fees was held on August 2, 2000;~~

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA DOES HEREBY RESOLVES, DETERMINE, FIND AND ORDER-AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby adopted as findings, as if fully set forth herein.

SECTION 1:

~~The City Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed hereinbelow are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act (CEQA).~~

SECTION 2. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Public Resources Code section 21080 (b)(8) and Sections 15061(b)(3) and 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this Resolution does not undertake any project that has the potential for causing a significant effect on the environment as the Resolution simply authorizes the Orange County Sheriff's Department to collect its updated operating cost-recovery fee for the removal, impoundment, and storage of vehicles for specified Vehicle

Resolution No. 00-54

Code violations.

SECTION 2:

~~On August 2, 2000, the administrative fees indicated below shall become effective for removal, impound, storage or release of vehicles properly impounded, after removal from locations in the City in accordance with, or on account of, violation of the provisions of the Vehicle Code listed below:~~

~~(a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of, violation of Vehicle Code section 14602.6; and~~

~~(b) A fee of \$50.00 for each impound of a vehicle in accordance with, or on account of violation of any of the following Vehicle Code Sections:~~

~~22651 (a)~~

~~22651 (d)~~

~~22651 (e)~~

~~22651 (f)~~

~~22651 (h) (1)~~

~~22651 (h) (2)~~

Resolution No. 00-54

- ~~22651 (i) (1)~~
- ~~22651 (j)~~
- ~~22651 (k)~~
- ~~22651 (l)~~
- ~~22651 (m)~~
- ~~22651 (n)~~
- ~~22651 (o) (1)~~
- ~~22651 (p)~~
- ~~22651 (r)~~
- ~~22651 (t)~~
- ~~22655.3~~
- ~~22655.5 (b)~~
- ~~22669~~

SECTION 3. That on May 4, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of \$144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

SECTION

3:

~~The Sheriff is authorized to collect said fees, on behalf of the City of San Clemente, at the time of release of vehicles that are subject to the fees.~~

14602.6 Suspended, revoked or unlicensed driver/30-day hold

Resolution No.

00-54

Resolution No. 21-11

Page 5

- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway 22651
- (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22651 G) Lack of vehicle registration 22651
- (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

SECTION 4. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 4:

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~~The fees shall only be imposed on the registered owner, or the agent of the owner of the impounded vehicle, and shall not include any vehicle towed under an abatement program, or sold at a lien sale pursuant to Civil Code Sections 3068.1 to 3074 and Vehicle Code Section 22851 unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.~~

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs
SECTION 5:

~~The said fees shall not be imposed for any hearing or appeal relating to the removal impound storage, or release of a vehicle, unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle, or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.~~

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 6:

~~The said fees shall not be imposed under any of the following circumstances; (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts to promptly remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.~~

Resolution No. 00-54

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 7:

~~At Sheriff headquarters or at any Sheriff substation a registered owner, or an agent of a registered owner, who believes he/she/it is exempt from either of said fees in accordance with any of the above listed criteria, may apply, in writing for a waiver of the fee, and shall present such supporting information or documentation as the Sheriff may request.~~

SECTION 8. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 8:

~~Upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.~~

SECTION 9. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 9:

~~Until further order of this City Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.~~

SECTION 10. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 10:

~~Expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase of maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.~~

SECTION 11. Until further order of the City Council, the Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 11:

~~Until further order of this City Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund, and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.~~

SECTION 12. This Resolution supersedes Resolution No. 00-54. PASSED APPROVED AND ADOPTED THIS 4TH DAY OF MAY 2021

SECTION 12:

~~The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.~~