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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~43~~ and terminate  
3 June 30, 202~~54~~, 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~~54~~ for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, 202~~54~~ and June 30, 202~~65~~, 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~~54~~  
17 and August 31, 202~~54~~, 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~~43~~ through June 30, 202~~54~~. 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 (Captain) assigned to  
4 CITY, who will report directly to CITY Manager. Personnel of each shift may  
5 work varying and different times and may be deployed to other shifts when,  
6 in the opinion of SHERIFF and CITY Manager, the need arises. Any long-  
7 term shift deployment change will be reported to CITY's Council.
- 8 3. The level of service to be provided by COUNTY, for the period July 1, 202~~4~~<sup>3</sup>  
9 through June 30, 202~~5~~<sup>4</sup>, is set forth in Attachment A.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to  
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
12 the option to terminate such service in the event the other city or cities that  
13 contract for the balance of the time of the employee providing the service no  
14 longer pay(s) for such service and CITY does not request the Agreement be  
15 amended to provide for payment of 100% of the cost of the employee  
16 providing such service. The Maximum Obligation of CITY set forth in  
17 Subsection F-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the  
19 precise date specified in this Agreement. In those instances, SHERIFF shall  
20 notify CITY Manager of the date or dates such service or services are to be  
21 implemented. COUNTY shall reduce the monthly charges to CITY, based  
22 on the actual date of implementation of the service or services. Charges  
23 shall be reduced on the next monthly billing tendered in accordance with  
24 Subsection F-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF  
27 determines that the Captain is needed elsewhere, SHERIFF will notify  
28 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

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

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

20 Except for changes under Sections G-4a and G4b, prior approval by  
21 COUNTY's Board of Supervisors and CITY's Council is required before  
22 execution of any amendment that brings the aggregate total of changes in  
23 costs payable by CITY to more than one percent (1%) of the total cost  
24 originally set forth in Attachment B and the Maximum Obligation originally  
25 set forth in Subsection F-2 of this Agreement.

26 //  
27 //  
28 //

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

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

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

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

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

12 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
13 the services of SHERIFF at events, for which CITY issues permits, that are  
14 operated by private individuals or entities or public entities. SHERIFF shall  
15 determine personnel and equipment needed for said events. If said events  
16 are in addition to the level of services listed in Attachment A of this  
17 Agreement, CITY shall reimburse COUNTY for such additional services at  
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.

27 The cost of enhanced helicopter response services is included in the cost of  
28 services set forth in Attachment B and in the Maximum Obligation of CITY



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

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

6 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

- 7 1. As part of the law enforcement services to be provided to CITY, COUNTY  
8 has provided, or will provide, body worn cameras (hereinafter called "BWC")  
9 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter  
10 called "ICV") that will be mounted in vehicles- designated by SHERIFF for  
11 use within CITY service area.
- 12 2. SHERIFF has the exclusive right to use said BWC and ICV for law  
13 enforcement services related to this Agreement.
- 14 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
15 BWC and the acquisition and installation of ICV- and b) recurring costs, as  
16 deemed necessary by COUNTY, including the costs of maintenance and  
17 contributions to a fund for replacement and upgrade of such BWC and ICV  
18 when they become functionally or technologically obsolete.
- 19 The costs to be paid by CITY for recurring costs, including maintenance and  
20 replacement/upgrade of BWC and ICV, are included in the costs set forth in  
21 Attachment B and the Maximum Obligation of CITY set forth in  
22 Subsection F-2 of this Agreement unless CITY has already paid such costs.
- 23 4. If, following the initial acquisition of BWC and ICV referenced above, CITY  
24 requires BWC and ICV for additional SHERIFF'S personnel or vehicles  
25 designated for use in the CITY service area, COUNTY will purchase said  
26 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to  
27 COUNTY a) the full costs of acquisition of additional BWC and the full costs  
28 of acquisition and installation of additional ICV, and b) the full recurring

1 **E. BODY WORN CAMERA AND IN CAR VIDEO: (Continued)**

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

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

14 **F. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
16 COUNTY the full costs of performing the services mutually agreed upon in  
17 this Agreement. The costs of services include salaries, wages, benefits,  
18 mileage, services, supplies, equipment, and divisional, departmental and  
19 COUNTY General overhead.
- 20 2. Unless the level of service set forth in Attachment A is increased or  
21 decreased by mutual agreement of the parties, or CITY is required to pay  
22 for increases as set forth in Subsection F-4, or the costs increase or  
23 decrease as a result of amendment of the Operations Agreement  
24 (Attachment C) in accordance with Subsection M-2, the Maximum  
25 Obligation of CITY for services, other than Licensing Services, set forth in  
26 Attachment A, of this Agreement to be provided by the COUNTY for the  
27 period July 1, 202~~4~~<sup>3</sup> through June 30, 202~~5~~<sup>4</sup> shall be  
28 \$~~21,686,924~~<sup>19,809,266</sup> as set forth in Attachment B.

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

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

7 3. For services provided between July 1, 202~~43~~ and June 30, 202~~54~~, COUNTY  
8 shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum Obligation of  
9 CITY. If a determination is made that increases described in Subsection F-  
10 4 must be paid, COUNTY thereafter shall include the pro-rata charges for  
11 such increases in its monthly invoices to CITY for the balance of the period  
12 between July 1, 202~~43~~ and June 30, 202~~54~~. If this Agreement is extended  
13 pursuant to Subsection B-2, COUNTY shall invoice CITY thereafter for the  
14 full costs of the law enforcement services provided in the preceding month.

15 4a. At the time this Agreement is executed, there may be unresolved issues  
16 pertaining to potential changes in salaries and benefits for COUNTY  
17 employees. The costs of such potential increases are not included in the  
18 Fiscal Year 202~~43~~-2~~54~~ cost set forth in Attachment B nor in the Fiscal Year  
19 202~~43~~-2~~54~~ Maximum Obligation of CITY set forth in Subsection F-2 of this  
20 Agreement. If the changes result in the COUNTY incurring or becoming  
21 obligated to pay for increased costs for or on account of personnel whose  
22 costs are included in the calculations of costs charged to CITY hereunder,  
23 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
24 Subsection F-2 of this Agreement, the full costs of said increases to the  
25 extent such increases are attributable to work performed by such personnel  
26 after July 1, 202~~43~~, and CITY's Maximum Obligation hereunder shall be  
27 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
28 such increases on a pro-rata basis over the portion of the period between

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

2 July 1, 202~~43~~<sup>54</sup> and June 30, 202~~54~~<sup>54</sup> remaining after COUNTY notifies CITY  
3 that increases are payable. If the changes result in the COUNTY incurring  
4 or becoming obligated to pay for decreased costs for or on account of  
5 personnel whose costs are included in the calculations of costs charged to  
6 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
7 the extent such decreases are attributable to work performed by such  
8 personnel during the period July 1, 202~~43~~<sup>54</sup> through June 30, 202~~54~~<sup>54</sup>, and  
9 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
10 accordingly. COUNTY shall reduce required payment by CITY in full for  
11 such decreases on a pro-rata basis over the portion of the period between  
12 July 1, 202~~43~~<sup>54</sup> and June 30, 202~~54~~<sup>54</sup> remaining after COUNTY notifies CITY  
13 that the Maximum Obligation has decreased.

14 4b. If CITY is required to pay for increases as set forth in Subsection F-4a  
15 above, COUNTY, at the request of CITY will thereafter reduce the level of  
16 service to be provided to CITY as set forth in Attachment A of this  
17 Agreement to a level that will make the Maximum Obligation of CITY  
18 hereunder for the period July 1, 202~~43~~<sup>54</sup> through June 30, 202~~54~~<sup>54</sup> an amount  
19 specified by CITY that is equivalent to or higher or lower than the Maximum  
20 Obligation set forth in Subsection F-2 for said period at the time this  
21 Agreement originally was executed. The purpose of such adjustment of  
22 service levels will be to give CITY the option of keeping its Maximum  
23 Obligation hereunder at the pre-increase level or at any other higher or  
24 lower level specified by CITY. In the event of such reduction in level of  
25 service and adjustment of costs, the parties shall execute an amendment to  
26 this Agreement so providing, pursuant to Subsection C-7. Decisions about  
27 how to reduce the level of service provided to CITY shall be made by  
28 SHERIFF with the approval of CITY.

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

- 2 5. CITY shall pay COUNTY in accordance with COUNTY Board of  
3 Supervisors' approved County Billing Policy, which is attached ~~hereto~~ as  
4 Attachment D. Payments made electronically via a credit card or through a  
5 banking system that charges Merchant Fees, Service Fees, or any other  
6 Fees shall be the responsibility of the City. If the County is charged any of  
7 the before mentioned fees, the City shall be responsible for payment of  
8 these fees to the County.
- 9 6. COUNTY shall charge CITY late payment penalties in accordance with  
10 County Billing Policy.
- 11 7. Narcotic asset forfeitures will be handled pursuant to Attachment E.
- 12 8. CITY shall reimburse COUNTY for the cost of any equipment that is  
13 removed from service before the unamortized value is used.
- 14 9. As payment for the Licensing Services described in Subsection C-8 of this  
15 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
16 pursuant to CITY ordinances listed in Attachment H. Retention of said fees  
17 by COUNTY shall constitute payment in full to COUNTY for costs incurred  
18 by COUNTY in performing the functions related to licensing described in  
19 Subsection C-8; provided, however, that if any of said fees are waived or  
20 reduced by CITY, CITY shall pay to COUNTY the difference between the  
21 amount of fees retained by COUNTY and the fees that were set forth in the  
22 ordinances listed in Attachment H at the time this Agreement was executed.  
23 If CITY increases the fee schedule for the licensing ordinances set forth in  
24 Attachment H, either party shall have the right to seek amendment of this  
25 Agreement with respect to the division of the increased fees between CITY  
26 and COUNTY.

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

28

CITY will retain title to the land and building used for the San Clemente Police Station. CITY agrees to provide space at the City Hall premises to COUNTY for no further consideration during the period of this Agreement.

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**H. 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  
910 CALLE NEGOCIO  
SAN CLEMENTE, CA 92673

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

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

**I. STATUS OF COUNTY:**

COUNTY is, and at all times shall 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

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

3 **J. STATE AUDIT:**

4 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be  
5 subject to examination and audit by the State Auditor for a period of three (3)

6 **J. STATE AUDIT:** (Continued)

7 years after final payment by CITY to COUNTY under this Agreement. CITY  
8 and COUNTY shall retain all records relating to the performance of this  
9 Agreement for said three-year period, except that those records pertaining to  
10 any audit then in progress, or to any claim or litigation, shall be retained beyond  
11 said three-year period, until final resolution of said audit, claim or litigation.

12 **K. ALTERATION OF TERMS:**

13 This Agreement is comprised of this documents and Attachments A through H,  
14 which are attached hereto and incorporated-herein by reference. This  
15 Agreement fully expresses all understanding of CITY and COUNTY with  
16 respect to the subject matter of this Agreement and shall constitute the total  
17 Agreement between the parties for these purposes. No addition to, or  
18 alteration of, the terms of this Agreement, unless expressly provided herein,  
19 shall be valid unless made in writing, formally approved and executed by duly  
20 authorized agents of both parties.

21 **L. INDEMNIFICATION:**

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

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

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

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

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



1 independent contractors related to this Agreement, for property damage,  
2 bodily injury or death or any other element of damage of any kind or nature,  
3 and COUNTY shall defend, at its expense, including attorney fees, and with  
4 counsel approved in writing by CITY, CITY and its elected and appointed  
5 officials, officers, agents, employees, subcontractors and independent

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

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

9 **M. OPERATIONS AGREEMENT:**

- 10 1. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
11 CITY Manager, on behalf of CITY, are authorized to execute written  
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 the total costs of CITY or the total  
17 expenses of COUNTY under this Agreement by more than one percent  
18 (1%). Prior approval of CITY's Council and COUNTY's Board of Supervisors  
19 is 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  
26 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
27 are suspended and to educate the public about the requirements of the  
28 Vehicle Code and related safety issues with regard to driver licensing,

1 vehicle registration, vehicle operation, and vehicle parking. The Program  
2 operates throughout the unincorporated areas of the COUNTY and in the  
3 cities that contract with COUNTY for SHERIFF's law enforcement services,  
4 without regard to jurisdictional boundaries, because an area-wide approach  
5 to reduction of traffic accidents and driver education is most effective in

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

7 preventing traffic accidents. In order for CITY to participate in the Program,  
8 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the  
9 same amount as approved by COUNTY, as set forth in the resolution that is  
10 Attachment F [hereinafter called a "TVAP resolution"], and has directed that  
11 the revenue from such fee be used for the Program. CITY's participation in  
12 the Program may be terminated at any time by rescission or amendment of  
13 its TVAP resolution. In the event CITY 1) amends said TVAP resolution, or  
14 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining  
15 to the above-referenced fees and the Program, and 2) remains a participant  
16 in the Program thereafter, CITY's Manager, on behalf of CITY, and  
17 SHERIFF, on behalf of COUNTY, have authority to execute an amendment  
18 of this Agreement to substitute CITY's amended or new TVAP resolution for  
19 Attachment F to the Agreement, as long as said amendment to this  
20 Agreement does not materially change any other provision of this  
21 Agreement. As COUNTY updates its fees for the Program periodically,  
22 COUNTY will provide written notice to CITY of the updated fees. CITY's  
23 participation in the program will terminate if CITY determines not to adopt  
24 the updated fees for the Program.

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

- 1 • Ten one hundredths of one (0.10) Sergeant
- 2 (8 hours per two-week pay period)
- 3 • One (1) Staff Specialist
- 4 (80 hours per two-week pay period)

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

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

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

26 5. In the event the fees adopted by COUNTY, CITY and other participating  
 27 jurisdictions are not adequate to continue operation of the Program at the  
 28 level at which it operated previously, COUNTY, at the option of CITY, will

1 reduce the level of Program service to be provided to CITY or will continue  
2 to provide the existing level of Program services. COUNTY will charge CITY  
3 the cost of any Program operations that exceed the revenue generated by  
4 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
5 set forth in Subsection F-2 of this Agreement. The amount of any revenue

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

7 shortfall charged to CITY will be determined, at the time the revenue  
8 shortfall is experienced, according to CITY's share of Program services  
9 rendered. In the event of a reduction in level of Program service,  
10 termination of Program service or adjustment of costs, the parties shall  
11 execute an amendment to this Agreement so providing. Decisions about  
12 how to reduce the level of Program service provided to CITY shall be made  
13 by SHERIFF with the approval of CITY.

14 **O. MOBILE DATA COMPUTERS:**

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

27 The costs to be paid by CITY for recurring costs, including maintenance and  
28 replacement/upgrade of MDCs, are included in the costs set forth in

1 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
2 F-2 of this Agreement unless CITY has already paid such costs.

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

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

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

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

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

1 deemed necessary by COUNTY, including the costs of maintenance and  
2 contributions to a fund for replacement and upgrade of such E-Citation units  
3 when they become functionally or technologically obsolete.

4 The costs to be paid by CITY for recurring costs, including maintenance and  
5 replacement/upgrade of E-Citation units, are included in the costs set

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

7 forth in Attachment B and the Maximum Obligation of CITY set forth in  
8 Subsection F-2 of this Agreement unless CITY has already paid such costs.

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

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

25 **Q. LICENSING SERVICES BY CITY:**

26 Upon receipt from SHERIFF of investigations of application for licenses referred  
27 to in Subsection C-8 of the Amendment, CITY Manager shall determine  
28 whether to grant or deny the licenses and will issue the licenses or notify the

1 applicants of denial. CITY shall provide all attorney services related to the  
2 granting, denial, revocation and administration of said licenses and  
3 enforcement of CITY ordinances pertaining to said licenses.

4 **R. EQUIPMENT:**

- 5 1. As part of the law enforcement services to be provided to CITY, COUNTY  
6 shall purchase motorcycles and radios that meet certain law enforcement  
7 standards as determined by the COUNTY (hereinafter "Equipment").
- 8 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
9 Equipment, b) recurring costs, c) the costs of maintenance, and d)  
10 replacement and upgrade of such Equipment when they become  
11 functionally or technologically obsolete, as deemed necessary by COUNTY.  
12 The costs to be paid by CITY are included in the costs set forth in  
13 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
14 F-2 of this Agreement.
- 15 3. The Equipment purchased by the COUNTY for services to the CITY shall be  
16 the property of the County.
- 17 4. Radios and motorcycles previously purchased by the CITY for COUNTY law  
18 enforcement services to the CITY shall be the property of and maintained by  
19 the CITY. Notwithstanding Subsection L of this Agreement, COUNTY shall  
20 be responsible to CITY for any damage to CITY radios and motorcycles  
21 caused by COUNTY's act or omission.

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**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF SAN CLEMENTE**

## ATTACHMENT A

**"REGULAR SERVICES BY COUNTY"  
(Subsection C-3)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Captain		1.00	
<b>SUPERVISION:</b>			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
<b>PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:</b>			
Deputy Sheriff II	Patrol, DET & SRO	39.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES*:</b>			
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
<b>TOTAL</b>		<b>58.00</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	13.56%
Investigator	Traffic	1.00	13.56%
Deputy Sheriff II	Traffic	3.00	13.56%
Investigative Assistant	Traffic	2.00	13.56%
Office Specialist	Traffic	1.00	13.56%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	14.04%
Investigator	Auto Theft	2.00	14.04%
Investigative Assistant	Auto Theft	1.00	14.04%
Office Specialist	Auto Theft	1.00	14.04%
<b>DET:</b>			
Sergeant	DET	1.00	11.25%
Investigator	DET	1.00	11.25%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	29.46%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	7.55%
<b>TOTAL</b>		<b>16.90</b>	

**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF SAN CLEMENTE**

ATTACHMENT B

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 499,467	\$ 499,467
<b>SUPERVISION:</b>				
Sergeant	Administrative	1.00	\$ 394,247	\$ 394,247
Sergeant	Patrol	4.00	\$ 394,247	\$ 1,576,988
<b>INVESTIGATION SERVICES:</b>				
Investigator		4.00	\$ 385,763	\$ 1,543,052
<b>PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:</b>				
Deputy Sheriff II	Patrol, DET, & SRO	39.00	\$ 320,113	\$ 12,484,407
Deputy Sheriff II - Motor	Traffic	2.00	\$ 330,844	\$ 661,688
<b>ADDITIONAL SERVICES:</b>				
Community Services Officer	Parking Control	4.00	\$ 138,227	\$ 552,908
Office Specialist	City Support Services	2.00	\$ 113,348	\$ 226,696
Crime Prevention Specialist		1.00	\$ 119,879	\$ 119,879
<b>TOTAL POSITIONS</b>		<b>58.00</b>		<b>\$ 18,059,332</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	13.56%	\$ 39,509
Investigator	Traffic	1.00	13.56%	\$ 47,692
Deputy Sheriff II	Traffic	3.00	13.56%	\$ 166,004
Investigative Assistant	Traffic	2.00	13.56%	\$ 47,000
Office Specialist	Traffic	1.00	13.56%	\$ 17,751
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	14.04%	\$ 20,444
Investigator	Auto Theft	2.00	14.04%	\$ 108,055
Investigative Assistant	Auto Theft	1.00	14.04%	\$ 24,214
Office Specialist	Auto Theft	1.00	14.04%	\$ 18,454
<b>DET:</b>				
Sergeant	DET	1.00	11.25%	\$ 56,994
Investigator	DET	1.00	11.25%	\$ 50,849
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	29.46%	\$ 94,024
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 33,838
<b>TOTAL REGIONAL/SHARED</b>		<b>16.90</b>		<b>\$ 724,828</b>

**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; Body Worn Camera (BWC) and In Car Video (ICV); 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; premium pay for bilingual staff, education incentive pay, MART pay and on-call; services and supplies; and transportation charges.

**CREDITS:**

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; False Alarm fees, reimbursement for training and miscellaneous programs.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 2,902,764</b>
<b>TOTAL COST OF SERVICES (Subsection F-2)</b>	<b>\$ 21,686,924</b>

**ATTACHMENT C**

**OPERATIONS AGREEMENT**  
**BETWEEN THE**  
**SHERIFF-CORONER**  
**AND THE**  
**CITY OF SAN CLEMENTE**  
**Effective July 1, 202~~4~~3**

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The purpose of this OPERATIONS AGREEMENT is to define, in greater detail, the areas of responsibility set forth in the Agreement to which this Operations Agreement is attached, between the CITY OF SAN CLEMENTE, hereinafter referred to as "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as "SHERIFF".

**A. USAGE OF SAN CLEMENTE POLICE STATION BUILDING AND PROPERTY**

1. Personnel Authorized to Use the Facility

SHERIFF will utilize the Police Station building located at the City Hall to house and deploy SHERIFF employees whose services are contracted to CITY.

2. Fuel Delivery

(a) Except when it is necessary for SHERIFF personnel to obtain fuel from another source, CITY will purchase, and provide via CITY'S fuel pumps, all fuel used by vehicles to provide services contracted to CITY, except for the motorcycles. When it is necessary for Sheriff personnel to obtain fuel for vehicles other than the motorcycles from a source other than CITY's fuel pumps, CITY will reimburse SHERIFF for the cost of such fuel purchases. Limited reimbursement of such costs is included in the costs set forth in Attachment B and the Maximum Obligation set forth in Subsection F-2 of the Agreement.

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**ATTACHMENT C****A. USAGE OF SAN CLEMENTE POLICE STATION BUILDING & PROPERTY:**

(Continued)

(b) SHERIFF will purchase fuel used by the motorcycles to provide services contracted to CITY. CITY will reimburse SHERIFF for all costs of fuel for the motorcycles. The cost of all such reimbursements is included in the costs set forth in Attachment B and the Maximum Obligation set forth in Subsection F-2 of the Agreement.

**3. Booking Prisoners**

Prisoners detained in CITY will be booked into the SHERIFF Intake-Release Center. Prisoners will not be booked or housed at the Police Station.

**4. Fingerprinting and Copying Services**

Fingerprinting and copying services will be performed by SHERIFF employees located at the Police Station.

**~~5. Record Retention~~**

~~Effective July 2, 1993, all Police Department records relating to active case matters were transferred to SHERIFF.~~

**B. OWNERSHIP AND MAINTENANCE OF FACILITY AND PROPERTY****1. Ownership**

CITY shall retain title to the land and building used for the San Clemente Police Station.

**2. Facility Maintenance**

CITY shall provide routine daily janitorial services and supplies as referenced in the lease agreement. SHERIFF will augment CITY's services by using SHERIFF Community Work Program participants to perform additional daytime housekeeping and maintenance tasks.

**3. Utility, Maintenance and Routine Repair Costs**

CITY shall pay all utility, maintenance and routine repair costs, including telephone charges. CITY shall maintain the existing telephone system.

**ATTACHMENT C**

**B. OWNERSHIP & MAINTENANCE OF FACILITY AND PROPERTY: (Continued)**

4. Equipment Ownership, Maintenance and Replacement

CITY shall retain ownership of CITY purchased office furniture and equipment at the Police Station. CITY computers and related hardware are to be serviced and maintained by CITY.

Vehicles, including Motorcycles

~~a. CITY COUNTY shall retain ownership of all motorcycles used for traffic enforcement. CITY shall provide maintenance and repair for all motorcycles. CITY may elect to discontinue motorcycle patrols and instead use patrol vehicles.~~

~~b. Effective October 1, 2011, CITY shall retain ownership and responsibility for maintenance, repair and replacement of eight vehicles as defined in a separate Agreement Regarding Transfer of Vehicles between the CITY and the SHERIFF.~~

**C. SATELLITE OFFICE SPACE AT THE OUTLETS AT SAN CLEMENTE:**

The County, by and through SHERIFF, has entered into a separate License Agreement with Villa San Clemente, LLC, a California limited liability company (hereinafter referred to as "Licensor") for SHERIFF to have satellite office space at The Outlets at San Clemente (hereinafter referred to as "License Area") for use by SHERIFF's personnel assigned to CITY. A copy of the License Agreement has been provided to CITY. CITY will not be a party to this License Agreement but agrees to provide the following contributions for the development and financial support of the License Area:

1. CITY will reimburse SHERIFF for interior maintenance, repairs and janitorial services and supplies for the License Area that occur after the Commencement Date of the License.

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**ATTACHMENT C**

1 **D. REVENUE GENERATED BY CITY SERVICES AND ACTIVITIES**

2 Revenue generated by CITY fees, including but not limited to the following, will  
3 be at rates established by CITY and will be retained by CITY.

- 4 • Bicycle licensing
- 5 • Fingerprinting
- 6 • Visa letters
- 7 • Report duplication
- 8 • DUI cost recovery
- 9 • Special police services

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