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OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF SAN CLEMENTE
Effective July 1, 201~~4~~³

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

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

14 1. Hours of Service

15 The Police Station will be open to the public, staffed by SHERIFF
16 employees, as follows:

- 17 • Monday through ~~Friday~~Thursday: 8:00 A.M. to ~~4:30~~0030 P.M.
- 18 • Fridays, Saturdays, Sundays and all COUNTY holidays: Closed

19 2. Personnel Authorized to Use the Facility

20 SHERIFF will utilize the Police Station building to house and deploy
21 SHERIFF employees whose services are contracted to CITY.

22 3. Fuel Delivery

23 (a) Except when it is necessary for SHERIFF personnel to obtain fuel from
24 another source, CITY will purchase, and provide via CITY'S fuel pumps,
25 all fuel used by vehicles to provide services contracted to CITY, except
26 for the motorcycles. When it is necessary for Sheriff personnel to obtain
27 fuel for vehicles other than the motorcycles from a source other than
28 CITY's fuel pumps, CITY will reimburse COUNTY for

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

(Continued)

the cost of such fuel purchases. Limited reimbursement of such costs is included in the costs set forth in Subsection F-2 and the Maximum Obligation set forth in Subsection F-3 of the Agreement.

(b) SHERIFF will purchase fuel used by the motorcycles to provide services contracted to CITY. CITY will reimburse COUNTY for all costs of fuel for the motorcycles. The cost of all such reimbursements is included in the costs set forth in Subsection F-2 and the Maximum Obligation set forth in Subsection F-3 of the Agreement.

4. Booking Prisoners

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

5. Fingerprinting and Copying Services

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

6. 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.

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

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.

5. Vehicles, including Motorcycles

a. CITY 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 COUNTY.

C. REVENUE GENERATED BY CITY SERVICES AND ACTIVITIES

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

- Citations correction sign-off
- Bicycle licensing
- Fingerprinting
- Visa letters
- Report duplication
- False alarm response
- DUI cost recovery
- Special police services

