

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF SAN CLEMENTE**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this Sixth day of June 2019, which
8 date is enumerated for purposes of reference only, by and between the CITY OF SAN
9 CLEMENTE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **RECITALS:**

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

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301, 54981 and 55632, on the terms and
16 conditions hereinafter set forth,

17 **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, 2019 and terminate
3 June 30, 2020, 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, 2020 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2020 and June 30, 2021, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2020 and
17 August 31, 2020, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2019 through June 30, 2020. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 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.

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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF through the Chief of Police Services (Lieutenant) assigned to CITY, who will report directly to CITY Manager. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service to be provided by COUNTY, for the period July 1, 2019 through June 30, 2020, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection F-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF

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

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

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

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

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D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall

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

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

- 14 3. Supplemental services for events operated by public entities on non-CITY
15 property. At the request of CITY, through its City Manager, and within the
16 limitations set forth in this Subsection D-3, SHERIFF may provide
17 supplemental law enforcement services to preserve the peace at special
18 events or occurrences that occur on an occasional basis and are operated
19 by public entities on non-CITY property. SHERIFF shall determine
20 personnel and equipment needed for such supplemental services, and will
21 provide such supplemental services only if SHERIFF is able to do so
22 without reducing services that SHERIFF otherwise would provide to CITY
23 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual
24 costs of providing such supplemental services at an amount computed by
25 SHERIFF, based on the current year's COUNTY law enforcement cost
26 study. The cost of these supplemental services shall be in addition to the
27 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
28 SHERIFF shall bill CITY immediately after each such event.

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

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill City immediately after said services are rendered.
5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment B and in the Maximum Obligation of CITY set forth in Subsection F-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment B and in the Maximum Obligation set forth in Subsection F-2 has been established without written notification to the CITY.

E. PATROL VIDEO SYSTEMS:

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

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E. PATROL VIDEO SYSTEMS: (Continued)

2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2019 through June 30, 2020.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.

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E. PATROL VIDEO SYSTEMS: (Continued)

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

F. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection F-4, or the costs increase or decrease as a result of amendment of the Operations Agreement (Attachment C hereto and incorporated herein by this reference) in accordance with Subsection M-2, the Maximum Obligation of CITY for services set forth in Attachment A, of this Agreement to be provided by the COUNTY for the period July 1, 2019 through June 30, 2020 shall be \$16,345,966 as set forth in Attachment B.

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

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

2 3. For services provided between July 1, 2019 and June 30, 2020, COUNTY
3 shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum Obligation
4 of CITY. If a determination is made that increases described in Subsection
5 F-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
6 such increases in its monthly invoices to CITY for the balance of the period
7 July 1, 2019 and June 30, 2020. If this Agreement is extended pursuant to
8 Subsection B-2, COUNTY shall invoice CITY thereafter for the full costs of
9 the law enforcement services provided in the preceding month.

10 4a. At the time this Agreement is executed, there are unresolved issues
11 pertaining to potential changes in salaries and benefits for COUNTY
12 employees. The costs of such potential increases are not included in the
13 Fiscal Year 2019-20 cost set forth in Attachment B nor in the Fiscal Year
14 2019-20 Maximum Obligation of CITY set forth in Subsection F-2 of this
15 Agreement. If the changes result in the COUNTY incurring or becoming
16 obligated to pay for increased costs for or on account of personnel whose
17 costs are included in the calculations of costs charged to CITY hereunder,
18 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
19 Subsection F-2 of this Agreement, the full costs of said increases to the
20 extent such increases are attributable to work performed by such personnel
21 after July 1, 2019, and CITY's Maximum Obligation hereunder shall be
22 deemed to have increased accordingly. CITY shall pay COUNTY in full for
23 such increases on a pro-rata basis over the portion of the period between
24 July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that
25 increases are payable. If the changes result in the COUNTY incurring or
26 becoming obligated to pay for decreased costs for or on account of
27 personnel whose costs are included in the calculations of costs charged to
28 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to

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

2 the extent such decreases are attributable to work performed by such
3 personnel during the period July 1, 2019 through June 30, 2020, and
4 CITY's Maximum Obligation hereunder shall be deemed to have decreased
5 accordingly. COUNTY shall reduce required payment by CITY in full for
6 such decreases on a pro-rata basis over the portion of the period between
7 July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that
8 the Maximum Obligation has decreased.

9 4b. If CITY is required to pay for increases as set forth in Subsection F-4a
10 above, COUNTY, at the request of CITY will thereafter reduce the level of
11 service to be provided to CITY as set forth in Attachment A of this
12 Agreement to a level that will make the Maximum Obligation of CITY
13 hereunder for the period July 1, 2019 through June 30, 2020 an amount
14 specified by CITY that is equivalent to or higher or lower than the Maximum
15 Obligation set forth in Subsection F-2 for said period at the time this
16 Agreement originally was executed. The purpose of such adjustment of
17 service levels will be to give CITY the option of keeping its Maximum
18 Obligation hereunder at the pre-increase level or at any other higher or
19 lower level specified by CITY. In the event of such reduction in level of
20 service and adjustment of costs, the parties shall execute an amendment to
21 this Agreement so providing. Decisions about how to reduce the level of
22 service provided to CITY shall be made by SHERIFF with the approval of
23 CITY.

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

27 6. COUNTY shall charge CITY late payment penalties in accordance with
28 County Billing Policy.

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

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

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

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

7 CITY will retain title to the land and building used for the San Clemente Police
8 Station. CITY agrees to lease the premises to COUNTY for no further
9 consideration during the period of this Agreement. Said lease agreement has
10 been memorialized in a separate document entitled "Lease Agreement" and
11 dated November 6, 2012.

12 **H. NOTICES:**

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

17 **CITY:** ATTN: CITY MANAGER
18 910 CALLE NEGOCIO
19 SAN CLEMENTE, CA 92673

20 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
21 SHERIFF-CORONER DEPARTMENT
22 320 NORTH FLOWER STREET, SUITE 108
23 SANTA ANA, CA 92703

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

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

J. STATE AUDIT:

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

K. ALTERATION OF TERMS:

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

L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers,

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

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

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

2 2. COUNTY shall indemnify and hold harmless CITY and its elected and
3 appointed officials, officers, agents, employees, subcontractors and
4 independent contractors from any claim, demand or liability whatsoever
5 based or asserted upon any act or omission of COUNTY or its elected and
6 appointed officials, officers, agents, employees, subcontractors or
7 independent contractors related to this Agreement, for property damage,
8 bodily injury or death or any other element of damage of any kind or nature,
9 and COUNTY shall defend, at its expense, including attorney fees, and with
10 counsel approved in writing by CITY, CITY and its elected and appointed
11 officials, officers, agents, employees, subcontractors and independent
12 contractors in any legal action or claim of any kind based or asserted upon
13 such alleged acts or omissions.

14 **M. OPERATIONS AGREEMENT:**

15 1. CITY's Manager and COUNTY's SHERIFF are authorized to execute, on
16 behalf of CITY and COUNTY, respectively, the Operations Agreement
17 attached hereto as Attachment C.

18 2. Within the limitations set forth below, SHERIFF, on behalf of COUNTY, and
19 CITY Manager, on behalf of CITY, are authorized to execute written
20 amendments to the Operations Agreement. Amendments may be executed
21 by SHERIFF and CITY Manager without prior approval by CITY's Council
22 and COUNTY's Board of Supervisors only if they pertain to the same subject
23 matter as the original Operations Agreement attached hereto and do not, in
24 the aggregate, increase or decrease the total costs of CITY or the total
25 expenses of COUNTY under this Agreement by more than one percent
26 (1%). Prior approval of CITY's Council and COUNTY's Board of Supervisors
27 is necessary for any other amendment of the Operations Agreement.
28 SHERIFF and CITY Manager shall file copies of any amendments to the

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

2 Operations Agreement with the Clerk of COUNTY's Board of Supervisors
3 and CITY's Clerk.

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

5 1. COUNTY has established a Traffic Violator Apprehension Program ["the
6 Program"], which is operated by SHERIFF, and is designed to reduce
7 vehicle accidents caused by unlicensed drivers and drivers whose licenses
8 are suspended and to educate the public about the requirements of the
9 Vehicle Code and related safety issues with regard to driver licensing,
10 vehicle registration, vehicle operation, and vehicle parking. The Program
11 operates throughout the unincorporated areas of the COUNTY and in the
12 cities that contract with COUNTY for SHERIFF's law enforcement services,
13 without regard to jurisdictional boundaries, because an area-wide approach
14 to reduction of traffic accidents and driver education is most effective in
15 preventing traffic accidents. In order for CITY to participate in the Program,
16 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
17 amount and under the terms and conditions set forth in the resolution that is
18 attached hereto as Attachment F and incorporated into this Agreement by
19 reference [hereinafter called a "TVAP resolution"], and has directed that the
20 revenue from such fee be used for the Program. CITY's participation in the
21 Program may be terminated at any time by rescission or amendment of its
22 TVAP resolution that is attached hereto as Attachment F. In the event CITY
23 1) amends said TVAP resolution, or rescinds said TVAP resolution and
24 adopts a new TVAP resolution pertaining to the above-referenced fee and
25 the Program, and 2) remains a participant in the Program thereafter, CITY's
26 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
27 authority to execute an amendment of this Agreement to substitute CITY's
28 amended or new TVAP resolution for Attachment F hereto, as long as said

N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

amendment to this Agreement does not materially change any other provision of this Agreement.

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

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

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

4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

In the event that CITY terminates its participation in the Program, CITY agrees that the equipment purchased by CITY and reimbursed by Program funds will continue to be used, during the remainder of its useful life,

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

2 exclusively for the purposes authorized by CITY's TVAP resolution in effect
3 at the time of purchase.

- 4 5. In the event the fees adopted by COUNTY, CITY and other participating
5 jurisdictions are not adequate to continue operation of the Program at the
6 level at which it operated previously, COUNTY, at the option of CITY, will
7 reduce the level of Program service to be provided to CITY or will continue
8 to provide the existing level of Program services. COUNTY will charge CITY
9 the cost of any Program operations that exceed the revenue generated by
10 fees. Such charges shall be in addition to the Maximum Obligation of CITY
11 set forth in Subsection F-2 of this Agreement. The amount of any revenue
12 shortfall charged to CITY will be determined, at the time the revenue
13 shortfall is experienced, according to CITY's share of Program services
14 rendered. In the event of a reduction in level of Program service,
15 termination of Program service or adjustment of costs, the parties shall
16 execute an amendment to this Agreement so providing. Decisions about
17 how to reduce the level of Program service provided to CITY shall be made
18 by SHERIFF with the approval of CITY.

19 **O. MOBILE DATA COMPUTERS:**

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

O. MOBILE DATA COMPUTERS: (Continued)

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2019 through June 30, 2020.

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

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

P. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2019 through June 30, 2020.

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

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

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

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

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DATED: _____

CITY OF SAN CLEMENTE

APPROVED AS TO FORM:

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

BY: Mike Ash
Deputy

DATED: 6/7/19

ATTACHMENT A

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 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:			
Lieutenant		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	3.00	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		53.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	10.81%
Deputy Sheriff II	Traffic	4.00	10.81%
Investigative Assistant	Traffic	2.00	10.81%
Office Specialist	Traffic	1.00	10.81%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.70%
Investigator	Auto Theft	2.00	7.70%
Investigative Assistant	Auto Theft	1.00	7.70%
Office Specialist	Auto Theft	1.00	7.70%
DET:			
Sergeant	DET	1.00	4.25%
Investigator	DET	1.00	4.25%
SUBPOENA:			
Office Specialist	Subpoena	1.00	12.68%
COURTS:			
Investigative Assistant	Courts	2.00	23.19%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcyle Supervision	1.00	6.67%
TOTAL		17.90	

ATTACHMENT B

**ORANGE COUNTY SHERIFF-CORONER
FY 2019-20 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:				
Lieutenant		1.00	\$ 383,913	\$ 383,913
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 325,108	\$ 325,108
Sergeant	Patrol	4.00	\$ 325,108	\$ 1,300,432
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 321,941	\$ 1,287,764
PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:				
Deputy Sheriff II	Patrol, DET, & SRO	35.00	\$ 266,538	\$ 9,328,830
Deputy Sheriff II - Motor	Traffic	2.00	\$ 271,730	\$ 543,459
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	3.00	\$ 119,312	\$ 357,936
Office Specialist	City Support Services	2.00	\$ 93,630	\$ 187,260
Crime Prevention Specialist		1.00	\$ 102,792	\$ 102,792
TOTAL POSITIONS		53.00		\$ 13,817,494

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	10.81%	\$ 23,537
Deputy Sheriff II	Traffic	4.00	10.81%	\$ 128,618
Investigative Assistant	Traffic	2.00	10.81%	\$ 30,575
Office Specialist	Traffic	1.00	10.81%	\$ 11,307
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.70%	\$ 8,401
Investigator	Auto Theft	2.00	7.70%	\$ 48,279
Investigative Assistant	Auto Theft	1.00	7.70%	\$ 10,063
Office Specialist	Auto Theft	1.00	7.70%	\$ 8,162
DET:				
Sergeant	DET	1.00	4.25%	\$ 19,744
Investigator	DET	1.00	4.25%	\$ 17,975
SUBPOENA:				
Office Specialist	Subpoena	1.00	12.68%	\$ 12,201
COURTS:				
Investigative Assistant	Courts	2.00	23.19%	\$ 58,219
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcyle Supervision	1.00	6.67%	\$ 23,350
TOTAL REGIONAL/SHARED		17.90		\$ 400,431

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; premium pay for bilingual staff, on-call and education incentive pay; one(1) Class A vehicle; contract administration; data line charges; services and supplies including taser costs; enhanced helicopter response services; E-Citation acquisition cost for one (1) unit and recurring costs for eight (8) 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-four (24) units; overtime; patrol training cost allocation; Patrol Video System (PVS) acquisition cost for one (1) unit and recurring cost for seventeen (17) units; and transportation charges.

CREDITS:

Credits include: False Alarm fees, reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2019-20.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,128,041
TOTAL COST OF SERVICES (Subsection F-2)	\$ 16,345,966

ATTACHMENT C

OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF SAN CLEMENTE
Effective July 1, 2019

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. Hours of Service

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

- Monday through Thursday: 8:00 A.M. to 2:00 P.M.
- Fridays, Saturdays, Sundays and all COUNTY holidays: Closed

2. Personnel Authorized to Use the Facility

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

3. 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 COUNTY for

ATTACHMENT C**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 Attachment B and the Maximum Obligation set forth in Subsection F-2 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 Attachment B and the Maximum Obligation set forth in Subsection F-2 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.

ATTACHMENT C**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.

- Bicycle licensing
- Fingerprinting
- Visa letters
- Report duplication
- DUI cost recovery
- Special police services

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IN WITNESS WHEREOF, the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: _____

BY: _____
CITY MANAGER

APPROVED AS TO FORM:

City Clerk of the City of
San Clemente

City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
SHERIFF-CORONER

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

BY: Mark Allen
Deputy

DATED: 6/7/19