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

THIS AGREEMENT is entered into this First day of May 2017~~6~~, which date is enumerated for purposes of reference only, by and between the CITY OF SAN CLEMENTE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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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.

● ~~Citations correction sign-off~~

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

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ATTACHMENT C

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

3
4 DATED: _____

5
6 CITY OF SAN CLEMENTE

7
8 BY: _____

9 CITY MANAGER

10 ATTEST:

11 APPROVED AS TO FORM:

12
13 _____
14 City Clerk of the City of
San Clemente

15 _____
16 City Attorney

17 DATED: _____

18 COUNTY OF ORANGE

19
20 BY: _____

21 SHERIFF-CORONER

22
23 APPROVED AS TO FORM:
24 Office of the County Counsel
County of Orange, California

25
26 BY: _____

27 Deputy

28 DATED: _____

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 201~~7~~⁶ and terminate
3 June 30, 201~~8~~⁷, 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, 201~~8~~⁷ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 201~~8~~⁷ and June 30, 201~~9~~⁸, 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, 201~~8~~⁷
17 and August 31, 201~~8~~⁷, 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, 201~~7~~⁶ through June 30, 201~~8~~⁷. SHERIFF and
20 CITY Manager shall file copies of any such amendments to this Agreement
21 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and
24 employees, herein referred to as "SHERIFF", shall render to CITY law
25 enforcement services as hereinafter provided. Such services shall include
26 the enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY.

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF through the Chief of Police Services (Lieutenant) assigned to
4 CITY, who will report directly to CITY Manager. Personnel of each shift
5 may work varying and different times and may be deployed to other shifts
6 when, in the opinion of SHERIFF and CITY Manager, the need arises. Any
7 long-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,
9 201~~7~~⁶ through June 30, 201~~8~~⁷, is set forth in Attachment A and
10 incorporated herein by this reference.

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

- 12 4. For any service listed in Attachment A of this Agreement that is provided to
13 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
14 the option to terminate such service in the event the other city or cities that
15 contract for the balance of the time of the employee providing the service
16 no longer pay(s) for such service and CITY does not request the Agreement
17 be amended to provide for payment of 100% of the cost of the employee
18 providing such service. The Maximum Obligation of CITY set forth in
19 Subsection F-2 will be adjusted accordingly.
- 20 5. All services contracted for in this Agreement may not be operational on the
21 precise date specified in this Agreement. In those instances, SHERIFF shall
22 notify CITY Manager of the date or dates such service or services are to be
23 implemented. COUNTY shall reduce the monthly charges to CITY, based
24 on the actual date of implementation of the service or services. Charges
25 shall be reduced on the next monthly billing tendered in accordance with
26 Subsection F-3 of this Agreement.
- 27 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
28 leave in CITY the Lieutenant in charge of CITY Police Services. If

1 SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF
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

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

14 and the Maximum Obligation of CITY set forth in Subsection F-2, in
15 accordance with the current year's COUNTY law enforcement cost study.
16 SHERIFF and CITY Manager shall file copies of any such amendments to
17 this Agreement with the Clerk of COUNTY's Board of Supervisors and
18 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
19 CITY Manager may not, in the aggregate, increase or decrease the cost of
20 services payable by CITY by more than one percent (1%) of the total cost
21 originally set forth in Attachment B and the Maximum Obligation originally
22 set forth in Subsection F-2.

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

28 .

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

2 1. Enhanced services for events on CITY property. At the request of CITY,
3 through its City Manager, SHERIFF may provide enhanced law
4 enforcement services for functions, such as community events, conducted
5 on property that is owned, leased or operated by CITY. SHERIFF shall
6 determine personnel and equipment needed for such enhanced services.
7 To the extent the services provided at such events are at a level greater
8 than that specified in Attachment A of this Agreement, CITY shall
9 reimburse COUNTY for such additional services, at an amount computed
10 by SHERIFF, based on the current year's COUNTY law enforcement cost
11 study. The cost

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

13 of these enhanced services shall be in addition to the Maximum Obligation
14 of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill
15 CITY immediately after each such event.

16 2. Supplemental services for occasional events operated by private individuals
17 and entities on non-CITY property. At the request of CITY, through its City
18 Manager, and within the limitations set forth in this Subsection D-2,
19 SHERIFF may provide supplemental law enforcement services to preserve
20 the peace at special events or occurrences that occur on an occasional
21 basis and are operated by private individuals or private entities on non-CITY
22 property. SHERIFF shall determine personnel and equipment needed for
23 such supplemental services, and will provide such supplemental services
24 only if SHERIFF is able to do so without reducing the normal and regular
25 ongoing services that SHERIFF otherwise would provide to CITY pursuant
26 to this Agreement. Such supplemental services shall be provided only by
27 regularly appointed full-time peace officers, at rates of pay governed by a
28 Memorandum of Understanding between COUNTY and the bargaining

1 unit(s) representing the peace officers providing the services. Such
2 supplemental services shall include only law enforcement duties and shall
3 not include services authorized to be provided by a private patrol operator,
4 as defined in Section 7582.1 of the Business and Professions Code. Law
5 enforcement support functions, including, but not limited to, clerical
6 functions and forensic science services, may be performed by non-peace
7 officer personnel if the services do not involve patrol or keeping the peace
8 and are incidental to the provision of law enforcement services. CITY shall
9 reimburse COUNTY its full, actual costs of providing such supplemental
10 services at an amount computed by SHERIFF, based on the current year's
11 COUNTY law enforcement cost study. The cost of these supplemental
12 services shall be in

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

14 addition to the Maximum Obligation of CITY set forth in Subsection F-2 of
15 this Agreement. SHERIFF shall bill CITY immediately after each such
16 event.

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

1 study. The cost of these supplemental services shall be in addition to the
2 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
3 SHERIFF shall bill CITY immediately after each such event.

- 4 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
5 the services of SHERIFF at events, for which CITY issues permits, that are
6 operated by private individuals or entities or public entities. SHERIFF shall
7 determine personnel and equipment needed for said events. If said events
8 are in addition to the level of services listed in Attachment A of this
9 Agreement, CITY shall reimburse COUNTY for such additional services at
10 an amount computed by SHERIFF, based upon the current year's COUNTY
11 law enforcement cost study. The cost of these services shall be in addition
12 to the Maximum Obligation of CITY set forth in Subsection F-2 of this
13 Agreement. SHERIFF shall bill City immediately after said services are

14 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)
15 rendered.

- 16 5. In accordance with Government Code Section 51350, COUNTY has
17 adopted Board Resolution 89-1160 which identifies Countywide services,
18 including but not limited to helicopter response. SHERIFF through this
19 contract provides enhanced helicopter response services. The cost of
20 enhanced helicopter response services is included in the cost of services
21 set forth in Attachment B and in the Maximum Obligation of CITY set forth
22 in Subsection F-2. COUNTY shall not charge any additional amounts for
23 enhanced helicopter services after the cost of services set forth in
24 Attachment B and in the Maximum Obligation set forth in Subsection F-2
25 has been established without written notification to the CITY.

26 **E. PATROL VIDEO SYSTEMS:**

- 27 1. As part of the law enforcement services to be provided to CITY, COUNTY
28 has provided, or will provide, patrol video systems (hereinafter called "PVS")

1 that are or will be mounted in patrol vehicles designated by COUNTY for
2 use within CITY service area.

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

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

11 The costs to be paid by CITY for recurring costs, including maintenance
12 and replacement/upgrade of PVS, are included in the costs set forth in
13 Attachment B and the Maximum Obligation of CITY set forth in Subsection

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

15 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
16 not be charged additional amounts for maintenance or
17 replacement/upgrade of said PVS during the period July 1, 201~~7~~⁶ through
18 June 30, 201~~8~~⁷.

19 4. If, following the initial acquisition of PVS referenced above, CITY requires
20 PVS for additional patrol cars designated for use in the CITY service area,
21 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
22 CITY will pay to COUNTY a) the full costs of acquisition and installation of
23 said additional PVS, and b) the full recurring costs for said PVS, as deemed
24 necessary by COUNTY, including the costs of maintenance, and
25 contributions to a fund for replacement and upgrade of such PVS when they
26 become functionally or technologically obsolete. Said costs related to
27 additional PVS are not included in, and are in addition to, the costs set forth
28

1 in Attachment B and the Maximum Obligation of CITY set forth in
2 Subsection F-2 of this Agreement.

- 3 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
4 replacing/upgrading PVS shall be paid by COUNTY from the
5 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 PVS.

8 **F. PAYMENT:**

- 9 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
10 COUNTY the full costs of performing the services mutually agreed upon in
11 this Agreement. The costs of services include salaries, wages, benefits,
12 mileage, services, supplies, equipment, and divisional, departmental and
13 COUNTY General overhead.

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

- 15 2. Unless the level of service set forth in Attachment A is increased or
16 decreased by mutual agreement of the parties, or CITY is required to pay
17 for increases as set forth in Subsection F-4, or the costs increase or
18 decrease as a result of amendment of the Operations Agreement
19 (Attachment C hereto and incorporated herein by this reference) in
20 accordance with Subsection M-2, the Maximum Obligation of CITY for
21 services set forth in Attachment A, of this Agreement to be provided by the
22 COUNTY for the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷ shall be
23 \$~~14,373,619~~^{13,xxx697,xxx263} as set forth in Attachment B.

24 .
25 The overtime costs included in the Agreement are only an estimate.
26 SHERIFF shall notify CITY of actual overtime worked during each fiscal
27 year. If actual overtime worked is above or below budgeted amounts,
28

1 billings will be adjusted accordingly at the end of the fiscal year. Actual
2 overtime costs may exceed CITY's Maximum Obligation.

3 3. For services provided between July 1, 201~~7~~6 and June 30, 201~~8~~7,
4 COUNTY shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum
5 Obligation of CITY. If a determination is made that increases described in
6 Subsection F-4 must be paid, COUNTY thereafter shall include the pro-rata
7 charges for such increases in its monthly invoices to CITY for the balance
8 of the period July 1, 201~~7~~6 and June 30, 201~~8~~7. If this Agreement is
9 extended pursuant to Subsection B-2, COUNTY shall invoice CITY
10 thereafter for the full costs of the law enforcement services provided in the
11 preceding month.

12 4-a. At the time this Agreement is executed, there are unresolved issues
13 pertaining to potential changes in salaries and benefits for COUNTY
14 employees. The costs of such potential increases are not included in the
15 Fiscal Year 201~~7~~6-1~~8~~7 cost set forth in Attachment B nor in the Fiscal Year
16 201~~7~~6-1~~8~~7 Maximum Obligation of CITY set forth in Subsection F-2 of this
17 Agreement. If the changes result in the COUNTY incurring or becoming
18 obligated to pay for increased costs for or on account of personnel whose
19 costs are included in the calculations of costs charged to CITY hereunder,
20 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
21 Subsection F-2 of this Agreement, the full costs of said increases to the
22 extent such increases are attributable to work performed by such personnel
23 after July 1, 201~~7~~6, and CITY's Maximum Obligation hereunder shall be
24 deemed to have increased accordingly. CITY shall pay COUNTY in full for
25 such increases on a pro-rata basis over the portion of the period between

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

27 July 1, 201~~7~~6 and June 30, 201~~8~~7 remaining after COUNTY notifies CITY
28 that increases are payable. If the changes result in the COUNTY incurring

1 or becoming obligated to pay for decreased costs for or on account of
2 personnel whose costs are included in the calculations of costs charged to
3 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
4 the extent such decreases are attributable to work performed by such
5 personnel during the period July 1, 201~~7~~⁶⁵ through June 30, 201~~8~~⁷, and
6 CITY's Maximum Obligation hereunder shall be deemed to have decreased
7 accordingly. COUNTY shall reduce required payment by CITY in full for
8 such decreases on a pro-rata basis over the portion of the period between
9 July 1, 201~~7~~⁶ and June 30, 201~~8~~⁷ remaining after COUNTY notifies CITY
10 that the Maximum Obligation has decreased.

11 4-b. If CITY is required to pay for increases as set forth in Subsection F-4a
12 above, COUNTY, at the request of CITY will thereafter reduce the level of
13 service to be provided to CITY as set forth in Attachment A of this
14 Agreement to a level that will make the Maximum Obligation of CITY
15 hereunder for the period July 1, 201~~7~~⁶ through June 30, 201~~8~~⁷ an amount
16 specified by CITY that is equivalent to or higher or lower than the Maximum
17 Obligation set forth in Subsection F-2 for said period at the time this
18 Agreement originally was executed. The purpose of such adjustment of
19 service levels will be to give CITY the option of keeping its Maximum
20 Obligation hereunder at the pre-increase level or at any other higher or
21 lower level specified by CITY. In the event of such reduction in level of
22 service and adjustment of costs, the parties shall execute an amendment to
23 this Agreement so providing. Decisions about how to reduce the level of
24 service provided to CITY shall be made by SHERIFF with the approval of
25 CITY.
26
27
28

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 and incorporated herein by this reference.

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

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

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

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

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

17 **H. NOTICES:**

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

22 **CITY:** ATTN: CITY MANAGER

23 100 AVENIDA PRESIDIO

24 SAN CLEMENTE, CA 92672

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

26 SHERIFF-CORONER DEPARTMENT

27 320 NORTH FLOWER STREET, SUITE 108

28 SANTA ANA, CA 92703

1 **H. NOTICES:** (Continued)

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

5 **I. STATUS OF COUNTY:**

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

15 **J. STATE AUDIT:**

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

23 **K. ALTERATION OF TERMS:**

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

1 **L. INDEMNIFICATION:**

2 1. COUNTY, its officers, agents, employees, subcontractors and independent
3 contractors shall not be deemed to have assumed any liability for the
4 negligence or any other act or omission of CITY or any of its officers,
5 agents, employees, subcontractors or independent contractors, or for any
6 dangerous or defective condition of any public street or work or property of
7 CITY, or for any illegality or unconstitutionality of CITY's municipal
8 ordinances. CITY shall indemnify and hold harmless COUNTY and its
9 elected and appointed officials, officers, agents, employees, subcontractors
10 and independent contractors from any claim, demand or liability whatsoever
11 based or asserted upon the condition of any public street or work or
12 property of CITY, or upon the illegality or unconstitutionality of any
13 municipal ordinance of CITY that SHERIFF has enforced, or upon any act
14 or omission of CITY, or its elected and appointed officials, officers, agents,
15 employees, subcontractors or independent contractors related to this
16 Agreement, including, but not limited to, any act or omission related to the
17 maintenance or condition of any vehicle or motorcycle that is owned or
18 possessed by CITY and used by COUNTY personnel in the performance of
19 this Agreement, for property damage, bodily injury or death or any other
20 element of damage of any kind or nature, and CITY shall defend, at its
21 expense including attorney fees, and with counsel approved in writing by
22 COUNTY, COUNTY and its elected and appointed officials, officers, agents,
23 employees, subcontractors and independent contractors in any legal action
24 or claim of any kind based or asserted upon such condition of public street
25 or work or property, or illegality or unconstitutionality of a municipal
26 ordinance, or alleged acts or omissions. If judgment is entered against
27 CITY and COUNTY by a court of competent jurisdiction because of the
28 concurrent active negligence of either party, CITY and COUNTY agree that

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

2 liability will be apportioned as determined by the court. Neither party shall
3 request a jury apportionment.

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

16 **M. OPERATIONS AGREEMENT:**

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

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

2 is necessary for any other amendment of the Operations Agreement.
3 SHERIFF and CITY Manager shall file copies of any amendments to the
4 Operations Agreement with the Clerk of COUNTY's Board of Supervisors
5 and CITY's Clerk.

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

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

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

2 authority to execute an amendment of this Agreement to substitute CITY's
3 amended or new TVAP resolution for Attachment F hereto, as long as said
4 amendment to this Agreement does not materially change any other
5 provision of this Agreement.

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

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

- 10 • ~~Ten~~~~Fifteen~~ one hundredths of one (0.1~~05~~) Sergeant
11 (~~812~~ hours per two-week pay period)
- 12 • One (1) Staff Specialist
13 (80 hours per two-week pay period)
- 14 • One (1) Office Specialist
15 (80 hours per two-week pay period)

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

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

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

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

22 **O. MOBILE DATA COMPUTERS:**

- 23 1. As part of the law enforcement services to be provided to CITY, COUNTY
24 has provided, or will provide, mobile data computers (hereinafter called
25 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
26 designated by COUNTY for use within CITY limits.
- 27 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
28 services related to this Agreement.

1 **O. MOBILE DATE COMPUTERS: (Continued)**

- 2 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
3 installation of MDCs that are or will be mounted in patrol vehicles and
4 motorcycles assigned to CITY, and b) recurring costs, as deemed
5 necessary by COUNTY, including the costs of maintenance and
6 contributions to a fund for replacement and upgrade of such MDCs when
7 they become functionally or technologically obsolete.

8 The costs to be paid by CITY for recurring costs, including maintenance
9 and replacement/upgrade of MDCs, are included in the costs set forth in
10 Attachment B and the Maximum Obligation of CITY set forth in Subsection
11 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
12 not be charged additional amounts for maintenance or
13 replacement/upgrade of said MDCs during the period July 1, 201~~7~~⁶ through
14 June 30, 201~~8~~⁷.

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

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

6 P. E-CITATION UNITS:

- 7 1. As part of the law enforcement services to be provided to CITY, COUNTY
8 has provided, or will provide, E-Citation units designated by COUNTY for
9 use within CITY limits.
- 10 2. SHERIFF has the exclusive right to use said E-Citation units for law
11 enforcement services related to this Agreement.
- 12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-
13 Citation units that are assigned to CITY, and b) recurring costs, 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.

17 The costs to be paid by CITY for recurring costs, including maintenance
18 and replacement/upgrade of E-Citation units, are included in the costs set
19 forth in Attachment B and the Maximum Obligation of CITY set forth in
20 Subsection F-2 of this Agreement unless CITY has already paid such costs.
21 CITY shall not be charged additional amounts for maintenance or
22 replacement/upgrade of said E-Citation units during the period July 1,
23 201~~7~~⁶ through June 30, 201~~8~~⁷.

- 24 4. If, following the initial acquisition of E-Citation units referenced above, CITY
25 requires E-Citation units designated for use in CITY, COUNTY will purchase
26 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
27 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
28 and b) the full recurring costs for said E-Citation units, as deemed

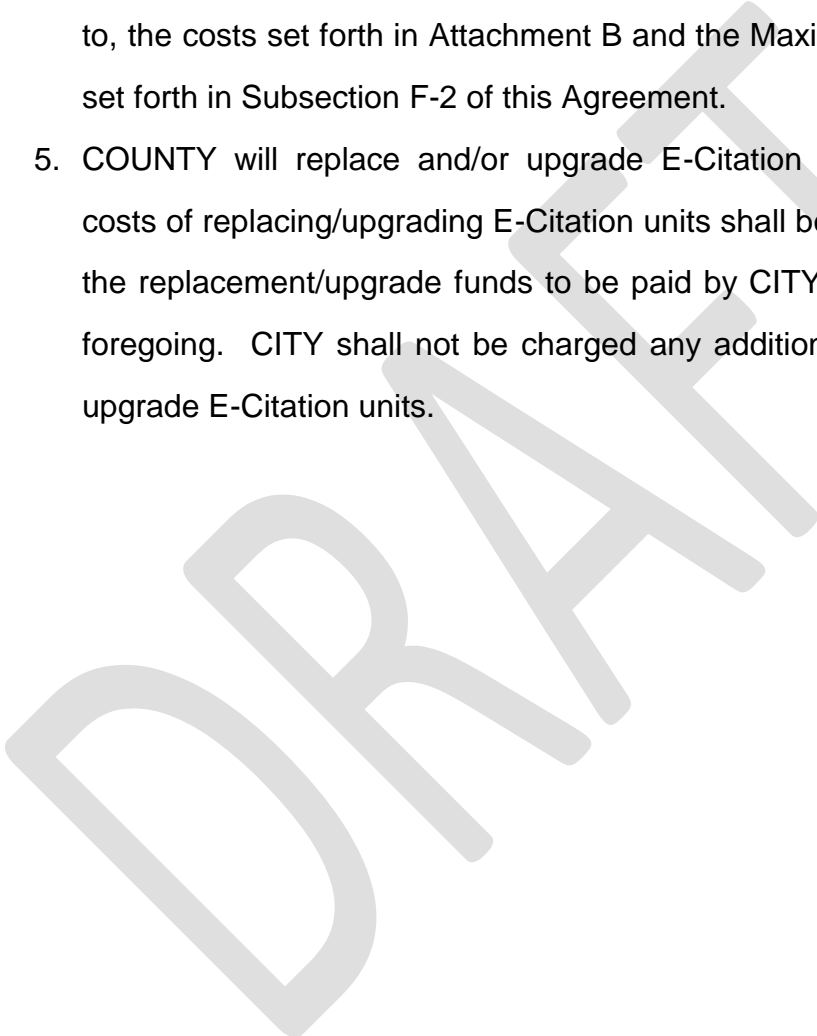
1 necessary by COUNTY, including the costs of maintenance, and
2 contributions to a fund for replacement and upgrade of such E-Citation units

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

4 when they become functionally or technologically obsolete. Said costs
5 related to additional E-Citation units are not included in, and are in addition
6 to, the costs set forth in Attachment B and the Maximum Obligation of CITY
7 set forth in Subsection F-2 of this Agreement.

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

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

DATED: _____

ATTEST: _____
City Clerk

CITY OF SAN CLEMENTE

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____