

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 First day of May 2016, which date
8 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, 2016 and terminate
3 June 30, 2017, 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 one
7 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 June
9 30, 2017 for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 2017 and June 30, 2018, law enforcement services similar
11 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
12 Manager, on behalf of CITY, are authorized to execute a written amendment
13 to this Agreement that provides as follows and does not materially alter other
14 terms of the Agreement: SHERIFF shall continue to provide to CITY all or a
15 designated part of the law enforcement services specified herein, for a
16 specified time period between July 1, 2017 and August 31, 2017, and CITY
17 shall pay COUNTY the full costs of providing such services. Such full costs
18 may be greater than those listed herein for the period July 1, 2016 through
19 June 30, 2017. SHERIFF and CITY Manager shall file copies of any such
20 amendments to this Agreement with the Clerk of COUNTY's Board of
21 Supervisors and CITY's Clerk.

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

- 23 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
24 herein referred to as "SHERIFF", shall render to CITY law enforcement
25 services as hereinafter provided. Such services shall include the
26 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, 2016 through June 30, 2017, 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 agree
9 that such increase or decrease in the level of service is appropriate. Any
10 such amendment to the Agreement shall concomitantly increase or decrease
11 the cost of services payable by CITY set forth in Attachment B and
12 incorporated herein by this reference and the Maximum Obligation of CITY
13 set forth in Subsection F-2, in accordance with the current year's COUNTY
14 law enforcement cost study. SHERIFF and CITY Manager shall file copies
15 of any such amendments to this Agreement with the Clerk of COUNTY's
16 Board of Supervisors and CITY's Clerk. Amendments to this Agreement
17 executed by SHERIFF and CITY Manager may not, in the aggregate,
18 increase or decrease the cost of services payable by CITY by more than one
19 percent (1%) of the total cost originally set forth in Attachment B and the
20 Maximum Obligation originally set forth in Subsection F-2.

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

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

- 27 1. Enhanced services for events on CITY property. At the request of CITY,
28 through its City Manager, SHERIFF may provide enhanced law enforcement

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

2 services for functions, such as community events, conducted on property
3 that is owned, leased or operated by CITY. SHERIFF shall determine
4 personnel and equipment needed for such enhanced services. To the
5 extent the services provided at such events are at a level greater than that
6 specified in Attachment A of this Agreement, CITY shall reimburse COUNTY
7 for such additional services, at an amount computed by SHERIFF, based on
8 the current year's COUNTY law enforcement cost study. The cost of these
9 enhanced services shall be in addition to the Maximum Obligation of CITY
10 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
11 immediately after each such event.

- 12 2. Supplemental services for occasional events operated by private individuals
13 and entities on non-CITY property. At the request of CITY, through its City
14 Manager, and within the limitations set forth in this Subsection D-2,
15 SHERIFF may provide supplemental law enforcement services to preserve
16 the peace at special events or occurrences that occur on an occasional
17 basis and are operated by private individuals or private entities on non-CITY
18 property. SHERIFF shall determine personnel and equipment needed for
19 such supplemental services, and will provide such supplemental services
20 only if SHERIFF is able to do so without reducing the normal and regular
21 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
22 this Agreement. Such supplemental services shall be provided only by
23 regularly appointed full-time peace officers, at rates of pay governed by a
24 Memorandum of Understanding between COUNTY and the bargaining
25 unit(s) representing the peace officers providing the services. Such
26 supplemental services shall include only law enforcement duties and shall
27 not include services authorized to be provided by a private patrol operator,
28 as defined in Section 7582.1 of the Business and Professions Code. Law

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

enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental 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.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, 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 public 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 services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental 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.
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

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

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.
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

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

2 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
3 COUNTY, including the costs of maintenance and contributions to a fund for
4 replacement and upgrade of such PVS when they become functionally or
5 technologically obsolete.

6 The costs to be paid by CITY for recurring costs, including maintenance and
7 replacement/upgrade of PVS, are included in the costs set forth in
8 Attachment B and the Maximum Obligation of CITY set forth in Subsection
9 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
10 not be charged additional amounts for maintenance or replacement/upgrade
11 of said PVS during the period July 1, 2016 through June 30, 2017.

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

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

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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, 2016 through June 30, 2017, shall be \$13,697,263 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.

3. For services provided between July 1, 2016 and June 30, 2017, COUNTY shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum Obligation of CITY. If a determination is made that increases described in Subsection F-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period July 1, 2016 and June 30, 2017. If this Agreement is extended pursuant to Subsection B-2, COUNTY shall invoice CITY thereafter for the full costs of the law enforcement services provided in the preceding month.

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

2 4a. At the time this Agreement is executed, there are unresolved issues
3 pertaining to potential changes in salaries and benefits for COUNTY
4 employees. The costs of such potential increases are not included in the
5 Fiscal Year 2016-17 cost set forth in Attachment B nor in the Fiscal Year
6 2016-17 Maximum Obligation of CITY set forth in Subsection F-2 of this
7 Agreement. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for increased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
11 Subsection F-2 of this Agreement, the full costs of said increases to the
12 extent such increases are attributable to work performed by such personnel
13 after July 1, 2016, and CITY's Maximum Obligation hereunder shall be
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for
15 such increases on a pro-rata basis over the portion of the period between
16 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
17 increases are payable. If the changes result in the COUNTY incurring or
18 becoming obligated to pay for decreased costs for or on account of
19 personnel whose costs are included in the calculations of costs charged to
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the
21 extent such decreases are attributable to work performed by such personnel
22 during the period July 1, 2016 through June 30, 2017, and CITY's
23 Maximum Obligation hereunder shall be deemed to have decreased
24 accordingly. COUNTY shall reduce required payment by CITY in full for
25 such decreases on a pro-rata basis over the portion of the period between
26 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
27 the Maximum Obligation has decreased.

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

- 2 4b. If CITY is required to pay for increases as set forth in Subsection F-4a
3 above, COUNTY, at the request of CITY will thereafter reduce the level of
4 service to be provided to CITY as set forth in Attachment A of this
5 Agreement to a level that will make the Maximum Obligation of CITY
6 hereunder for the period July 1, 2016 through June 30, 2017 an amount
7 specified by CITY that is equivalent to or higher or lower than the Maximum
8 Obligation set forth in Subsection F-2 for said period at the time this
9 Agreement originally was executed. The purpose of such adjustment of
10 service levels will be to give CITY the option of keeping its Maximum
11 Obligation hereunder at the pre-increase level or at any other higher or lower
12 level specified by CITY. In the event of such reduction in level of service
13 and adjustment of costs, the parties shall execute an amendment to this
14 Agreement so providing. Decisions about how to reduce the level of service
15 provided to CITY shall be made by SHERIFF with the approval of CITY.
- 16 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
17 approved County Billing Policy, which is attached hereto as Attachment D
18 and incorporated herein by this reference.
- 19 6. COUNTY shall charge CITY late payment penalties in accordance with
20 County Billing Policy.
- 21 7. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,
22 which is incorporated herein by this reference.
- 23 8. CITY shall reimburse COUNTY for the cost of any equipment that is
24 removed from service before the unamortized value is used.

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

26 CITY will retain title to the land and building used for the San Clemente Police
27 Station. CITY agrees to lease the premises to COUNTY for no further
28 consideration during the period of this Agreement. Said lease agreement has

G. OWNERSHIP OF POLICE STATION: (Continued)

been memorialized in a separate document entitled "Lease Agreement" and dated November 6, 2012.

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

100 AVENIDA PRESIDIO

SAN CLEMENTE, CA 92672

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

1 **J. STATE AUDIT:**

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

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

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

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

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

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

M. OPERATIONS AGREEMENT:

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

N. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in

N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said 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:

- Fifteen one hundredths of one (0.15) Sergeant
(12 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)

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

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

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

19 5. In the event the fees adopted by COUNTY, CITY and other participating
20 jurisdictions are not adequate to continue operation of the Program at the
21 level at which it operated previously, COUNTY, at the option of CITY, will
22 reduce the level of Program service to be provided to CITY or will continue to
23 provide the existing level of Program services. COUNTY will charge CITY
24 the cost of any Program operations that exceed the revenue generated by
25 fees. Such charges shall be in addition to the Maximum Obligation of CITY
26 set forth in Subsection F-2 of this Agreement. The amount of any revenue
27 shortfall charged to CITY will be determined, at the time the revenue shortfall
28 is experienced, according to CITY's share of Program services rendered. In

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

2 the event of a reduction in level of Program service, termination of Program
3 service or adjustment of costs, the parties shall execute an amendment to
4 this Agreement so providing. Decisions about how to reduce the level of
5 Program service provided to CITY shall be made by SHERIFF with the
6 approval of CITY.

7 **O. MOBILE DATA COMPUTERS:**

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

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of MDCs, are included in the costs set forth in
22 Attachment B and the Maximum Obligation of CITY set forth in Subsection
23 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
24 not be charged additional amounts for maintenance or replacement/upgrade
25 of said MDCs during the period July 1, 2016 through June 30, 2017.

- 26 4. If, following the initial acquisition of MDCs referenced above, CITY requires
27 MDCs for additional patrol cars or motorcycles designated for use in the
28 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase

O. MOBILE DATA COMPUTERS: (Continued)

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

P. E-CITATION UNITS: (Continued)

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, 2016 through June 30, 2017.

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 set forth in Subsection F-2 of this Agreement.
5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units 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 E-Citation units.

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DATED: _____
CITY OF SAN CLEMENTE

BY: _____ Mayor

BY: _____
City Attorney

DATED: 5/24/16

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 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	31.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Office Specialist	City Support Services	2.00	each, 80 hrs./ per two wk. pay period
Extra Help	Crime Prevention Specialist		960 hrs
Extra Help	Investigator (seasonal)		(part-time seasonal)
TOTAL		49.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	11.19%
Deputy Sheriff II	Traffic	4.00	11.19%
Investigative Assistant	Traffic	2.00	11.19%
Office Specialist	Traffic	1.00	11.19%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.78%
Investigator	Auto Theft	2.00	7.78%
Investigative Assistant	Auto Theft	1.00	7.78%
Office Specialist	Auto Theft	1.00	7.78%
DET:			
Sergeant	DET	1.00	9.16%
Investigator	DET	1.00	9.16%
SUBPOENA:			
Office Specialist	Subpoena	1.00	12.42%
COURTS:			
Investigative Assistant	Courts	2.00	24.44%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	0.50	6.45%
TOTAL		17.40	

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 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	\$ 327,824	\$ 327,824
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 286,069	\$ 286,069
Sergeant	Patrol	4.00	\$ 286,069	\$ 1,144,276
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 286,522	\$ 1,146,088
PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:				
Deputy Sheriff II	Patrol, DET, & SRO	31.00	\$ 235,527	\$ 7,301,337
Deputy Sheriff II - Motor	Traffic	2.00	\$ 240,740	\$ 481,479
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	4.00	\$ 113,471	\$ 453,884
Office Specialist	City Support Services	2.00	\$ 88,136	\$ 176,272
Extra Help	Crime Prevention Specialist			\$ 25,000
Extra Help	Investigator (seasonal)			\$ 35,000
TOTAL POSITIONS		49.00		\$ 11,377,229

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	11.19%	\$ 20,737
Deputy Sheriff II	Traffic	4.00	11.19%	\$ 107,829
Investigative Assistant	Traffic	2.00	11.19%	\$ 27,299
Office Specialist	Traffic	1.00	11.19%	\$ 11,155
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.78%	\$ 7,186
Investigator	Auto Theft	2.00	7.78%	\$ 40,785
Investigative Assistant	Auto Theft	1.00	7.78%	\$ 9,437
Office Specialist	Auto Theft	1.00	7.78%	\$ 7,703
DET:				
Sergeant	DET	1.00	9.16%	\$ 36,400
Investigator	DET	1.00	9.16%	\$ 30,495
SUBPOENA:				
Office Specialist	Subpoena	1.00	12.42%	\$ 11,204
COURTS:				
Investigative Assistant	Courts	2.00	24.44%	\$ 57,832
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	0.50	6.45%	\$ 10,484
TOTAL REGIONAL/SHARED		17.40		\$ 378,546

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; contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for seven (7) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-one (21) units and acquisition cost for one (1) unit; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for sixteen (16) units; and transportation charges.

CREDITS:

Credits include: Board of State and Community Corrections Local Assistance funding; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2016-17.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,941,488
TOTAL COST OF SERVICES (Subsection F-2)	\$ 13,697,263

ATTACHMENT C

**OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF SAN CLEMENTE
Effective July 1, 2016**

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.

- Citations correction sign-off
- 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: _____

CITY OF SAN CLEMENTE

BY: _____
CITY MANAGER

ATTEST:

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: [Signature]
Deputy

DATED: 5/29/16

ATTACHMENT D**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT E**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by non-RNSP personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by non-RNSP SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which non-RNSP SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

RESOLUTION NO. 00-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN CLEMENTE, CALIFORNIA, AUTHORIZING
PARTICIPATION IN THE TRAFFIC VIOLATOR
APPREHENSION PROGRAM AND ESTABLISHING FEES
FOR VEHICLE STORAGE AND IMPOUNDS.

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

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

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

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

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

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

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

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

Resolution No. 00-54

Violator Apprehension Program; and

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

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

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

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

Vehicle Code Section and Impound Ground

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

Resolution No. 00-54

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

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

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

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

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

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

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

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

- (a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program, or sold at a lien sale pursuant to Civil Code Sections 3068.1 to 3074, and Vehicle Code Section 22851 unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs, and
- (b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle, unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle, or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

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

WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE HEREBY RESOLVES AS FOLLOWS:

SECTION 1:

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

SECTION 2:

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

- (a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of, violation of Vehicle Code section 14602.6; and
- (b) A fee of \$50.00 for each impound of a vehicle in accordance with, or on account of violation of any of the following Vehicle Code Sections:

22651 (a)

22651 (d)

22651 (e)

22651 (f)

22651 (h) (1)

22651 (h) (2)

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22651 (i) (1)
22651 (J)
22651 (k)
22651 (O)
22651 (m)
22651 (n)
22651 (o) (1)
22651 (p)
22651 (r)
22651 (t)
22655.3
22655.5 (b)
22669

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

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SECTION 7:

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

SECTION 8:

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

SECTION 9:

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

SECTION 10:

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

SECTION 11:

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

SECTION 12:

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

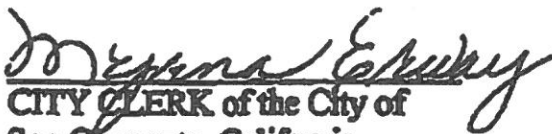
Resolution No. 00-54

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PASSED AND ADOPTED this 2nd day of August 2000.


Mayor of the City of
San Clemente, California

ATTEST:


CITY CLERK of the City of
San Clemente, California

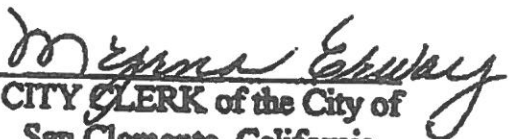
STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

I, MYRNA ERWAY, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 00-54 was adopted at a regular meeting of the City Council of the City of San Clemente held on the 2nd day of August, 2000, by the following vote:


AYES: BERG, DAHL, DIEHL, EGGLESTON, MAYOR RITSCHEL

NOES: NONE

ABSENT: NONE


CITY CLERK of the City of
San Clemente, California

Approved as to form:


City Attorney

CONTRACT CITY

CONTRACT CITY		
Participating City Request to Purchase From the TVA in FY	Date	
<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
		<u>ESTIMATED COST</u>
<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>		
<p align="center">ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</p>		
APPROVALS	<p>Recommended For Approval</p> <p>CITY POLICE SERVICES CHIEF</p> <p>MANAGER - TVA PROGRAM</p>	
CERTIFICATION		
REQUEST		

OCSD
BUDGET
USE ONLY