

GA 1227-100-2
 City of Orange to Co/Or
 OCIAC

LICENSE AGREEMENT

This License Agreement (“**License**”) dated _____, 2016 (“**Effective Date**”) is entered into by and between the City of Orange, a California municipal corporation, (“**City**”), and the County of Orange, a political subdivision of the State of California (“**County**”) without regard to number or gender. The City and County may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

I. WHEREAS, the City owns the [REDACTED] in the city of Orange.

II. WHEREAS, pursuant to a five-year license agreement, City Agreement #5807, dated October 20, 2011, and subsequent First Amendment to License dated July 16, 2013, the County has been occupying space at the City’s police substation [REDACTED] in the City of Orange (“**Substation**”) for the purpose of furthering the mission and objectives set forth in that “Memorandum of Agreement Among Public Agencies Participating in the Orange County Intelligence Assessment Center” attached hereto as Exhibit A (“**MOA**”).

III. WHEREAS, the City desires to permit the County to continue its use of the Substation under the terms and conditions of this new License.

IV. WHEREAS, the use of the Substation by County to further the mission and objectives of the MOA enhances the public health and safety of the residents and businesses in the City and throughout the County.

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Parties acknowledge herein and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, City and County do hereby agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.1. Defined Terms. The following words in this License have the significance attached to them in this SECTION, unless otherwise apparent from context:

- (a) “**Fiscal Year**” shall mean June 30 to July 1 of any year of the Term.
- (b) “**Fire Facility**” shall refer to the fire portion of the police/fire station.
- (c) “**Hazardous Substance**” shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other

materials that is: (i) potentially injurious to the public health, safety or welfare, the environment or the Substation, (ii) regulated or monitored by any governmental entity having authority, or (iii) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, and gasoline, materials containing asbestos, crude oil or any products or by-products thereof.

(d) **"Improvements"** shall mean any modifications, alterations or construction to the Substation that is done at the request of the Department of Homeland Security or the County.

(e) **"Partial Damage"** shall mean damage or destruction to the Substation, the repair cost of which damage or destruction is less than fifty percent (50%) of the then Replacement Cost of the Substation immediately prior to such damage or destruction, excluding from such calculation the value of the land.

(f) **"Replacement Cost"** shall mean the cost to repair or rebuild the Substation, including demolition, debris removal and upgrading required by the operation of applicable building codes, ordinances or laws.

(g) **"Substation"** shall mean the City's police substation facility, including all real property and improvements and personal property thereon, located [REDACTED] Orange, California, and all property upon that parcel, a map of which is attached hereto as Exhibit "B."

(h) **"Term"** shall have the meaning given such term in Section 2.2 of this License.

(i) **"Total Destruction"** shall mean damage or destruction to the Substation, the repair cost of which damage or destruction is fifty percent (50%) or more of the then Replacement Cost of the Substation immediately prior to such damage or destruction.

ARTICLE 2 USE, TERM, TERMINATION, RENT, UTILITIES, ASSIGNMENT

SECTION 2.1. Use. The City hereby grants to the County the license to use that certain portion of the City's police/fire station located [REDACTED] in the City of Orange, the Substation, as depicted in Exhibit B, on an exclusive basis to further the purposes set forth in the MOA during the Term and upon all of the terms, covenants and conditions set forth in this License. Absent the express written permission of the City, the County shall use the Substation only to further the purposes set forth in the MOA. The County shall be responsible for ensuring that all activities taking place at the Substation are limited to those permitted by this License.

SECTION 2.2. Term. The term of the License shall commence on the Effective Date and expire five years thereafter ("Term") unless sooner terminated pursuant to SECTION 2.3 or 5.1 or 9.1 or 9.3 or 9.4 of this License. The Parties may agree to an extension of Term of this License on substantially the same terms and conditions contained in this License for a period not to exceed five (5) years. Said extension shall be in writing, executed by both Parties no less than ninety (90) days prior to the expiration date of the Term.

SECTION 2.3. Termination. This License may be terminated by either Party at any time without cause; however, as a courtesy, each Party will attempt to give forty-five (45) days

prior written notice to the other Party. County shall promptly remove any of its equipment from the Substation no later than the actual date of said termination.

SECTION 2.4. Rent. Use of the Substation shall be rent free to the County for the duration of the Term of this License and any extension thereof.

SECTION 2.5. Utilities. County agrees to reimburse the City on a monthly basis for City's provision of all utilities, including electricity, water, sewer, gas and waste removal services to the Substation as well as janitorial and light maintenance services. The current amount of such reimbursement is Two Thousand Five Hundred Dollars (\$2,500.00) per month. This amount may be adjusted each July 1st of the Term of this License and any extension thereto upon mutual agreement of the Parties. County agrees to pay City a lump sum amount of Five Thousand Dollars (\$5,000.00) for past utility bills that had not been fully reimbursed.

SECTION 2.6. Assignment/Sublicense. The County shall not assign this License or sublicense the Substation, or any portion thereof.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties of the Parties. The Parties make the following representations and warranties to and for the benefit of each other as of the Effective Date:

(a) That each Party has full power and authority to execute this License, to consummate the transactions provided for herein and to perform its obligations hereunder in a full and timely manner in accordance with its provisions.

(b) That the execution of this License has been duly authorized by all necessary action on the part of each Party.

ARTICLE 4 IMPROVEMENTS

SECTION 4.1. Improvements. It is anticipated by the Parties that DHS may require some improvements ("**DHS Improvements**") to be made to the Substation and that the construction and payment for such DHS Improvements will be subject to an agreement by and between the City and DHS, and construction of said DHS Improvements shall be coordinated with the County. Should the County desire any additional improvements ("**County Improvements**") during the Term, it shall submit plans that are to the reasonable satisfaction of the City's Public Works Director, which plans must be approved prior to the construction of any such County Improvements. The County shall be responsible for the design, for soliciting bids and overseeing the construction of any County_Improvements and any costs related thereto, unless the Parties agree otherwise. No County Improvements shall be constructed, erected, altered, or made within the Substation without prior written consent of the City. In the event that the City does not approve such DHS or County Improvements and the County and/or DHS determine that the Substation is not an adequate facility to carry out the purposes of set forth in the MOA without such DHS or County Improvements, then this License shall automatically terminate and the Parties obligations in such event will be the same as if this License terminated on the Expiration Date.

SECTION 4.2. Construction of Improvements. The County agrees that all County Improvements shall meet the City's reasonable standards of quality, design, materials, and workmanship. In connection with the construction of any County Improvements the County hereby agrees:

- (a) To exercise due diligence in avoiding any damage or injury to any building or other improvement on any portion of the Substation except as required by the County Improvement plan; and
- (b) To perform all work required or permitted hereby (i) only after delivery of advance written notice thereof to the City's Public Works Director, (ii) in a manner so as to cause minimal inconvenience or undue interference with the City in its operation or public use and enjoyment of any City facility, including but not limited to the use of the City's adjoining Fire Station Seven, and (iii) at such times and in such manner as may be reasonably requested or approved by the City; and
- (c) To replace and/or restore any area of the Substation affected by the construction to at least as good a condition as such areas were in prior to commencement of such work.

Alternatively, at any time during the term of this License, County may enter into a separate agreement with City for City to provide said County and/or DHS Improvements.

ARTICLE 5 MAINTENANCE, REPAIRS, AND TRADE FIXTURES

SECTION 5.1. Maintenance and Repair. The City shall, at all times during the Term of this License, keep the Substation and every part thereof in good order, condition and repair, including any improvements completed thereon. The City shall be responsible for arranging and paying the costs of all maintenance, repair and janitorial services, including, without limiting the generality of the foregoing, all equipment or facilities exclusively serving the Substation, such as plumbing, electrical, lighting facilities, fixtures, landscaping and walls. Arrangement for the maintenance and repair of equipment or systems serving the Substation in common with the Fire Facility shall be the responsibility of the City. The City, in keeping the Substation in good order, condition and repair, shall exercise and perform good maintenance practices to retain the high standards and quality of the Substation.

During the Term of this License, the County shall have no obligation, in any manner whatsoever, to repair and maintain the Substation, the improvements located thereon, or the "equipment therein." The term, "equipment therein" does not include computers, desks, furniture, alarm systems [City will maintain the Fire Alarm system only], access "control or security" systems [mechanical or electronic], data or communications systems, microwaves, refrigerators, lamps, fans, copiers, file cabinets or any items not owned by the City.

SECTION 5.2. Surrender/Restoration. The County shall surrender the Substation at the expiration of the Term or the earlier termination of this License and shall leave the Substation in good condition and state of repair, ordinary wear and tear excepted. The City may request that the County remove any equipment that has been installed pursuant to this License and/or the County may remove any such equipment it so desires. The County shall not be required to

remove any equipment or improvements subsequent to the Effective Date of this License which were installed with the prior approval of the City pursuant to this License. Ordinary wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by the County performing all of its obligations under this License. The obligation of the County shall include the repair of any damage occasioned by the installation, maintenance or removal of any improvements, furnishings and equipment, and the removal, replacement, or remediation of any soil, material or ground water contaminated by the County, all as may then be required by applicable law and/or good practice. The Parties may, upon mutual agreement, agree that some or all of the improvements can remain in place.

ARTICLE 6 HAZARDOUS SUBSTANCES

SECTION 6.1. No Hazardous Waste Use. The County does not anticipate and shall not permit the generation, possession, storage, use, transportation, or disposal of any Hazardous Substance on the Substation.

SECTION 6.2. Duty to Inform the City. If the County knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, or under the Substation, the County shall immediately give written notice of such fact to the City.

SECTION 6.3. Indemnification.

(a) The County shall indemnify, protect, defend and hold the City, its officers, agents and employees, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any Hazardous Substance brought onto the Substation by the County during the Term of this License, except that which is brought to the Substation by the City, the DHS or other third parties.

(b) Likewise, the City shall indemnify, protect, defend and hold the County, its officers, agents and employees, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees arising out of or involving any Hazardous Substance brought onto the Substation by the City before or during the Term of this License, except that which is brought to the Substation by the County, the DHS or other third parties.

SECTION 6.4. Inspection; Compliance. The City shall have the right to enter the Substation at any time, in the case of an emergency, and otherwise at reasonable times upon reasonable notification to the County, for the purpose of inspecting the condition of the Substation and for verifying compliance by the County with this License.

ARTICLE 7 INSURANCE, INDEMNITY

SECTION 7.1. Payment For Insurance. The County shall pay for all insurance required under this Article 8 or may elect to self-insure to meet said requirements.

SECTION 7.2. Liability Insurance.

(a) Substation. With respect to the Substation, the County shall maintain and keep in full force

and effect during the term of this License general liability insurance (protecting the County, the City, and its officers, employees and agents (as additional insureds) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the County use, occupancy or maintenance of the Substation. Such insurance shall be written on an occurrence basis providing single limit coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence. The limits of said insurance required by this License or as carried by the County shall not, however, limit the liability of the County nor relieve the County of any obligation hereunder. The County may self-insure for a part or all of the insurance required by this License.

(b) Third Party Liability Insurance. The County shall require contractors or other parties involved with the use, maintenance, operation or repair of the Substation to provide liability insurance on an ISO approved general liability insurance policy or its equivalent form, protecting the City, and its officers, employees and agents, as additional insureds with a minimum limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate.

SECTION 7.3. Indemnity.

(a) The County shall indemnify, protect, defend and hold harmless the City and its officers, employees and agents, from and against any and all claims, losses, fees and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, (i) the occupancy of the Substation by the County, including, but not limited to, claims of dangerous condition of public property; and (ii) the conduct of the County's business, any act, omission or neglect of the County, its agents, contractors, or employees or invitees. In case any action or proceeding is brought against the City by reason of any of the foregoing matters, the County upon notice from the City shall defend the same at the County's expense and the City shall cooperate with the County in such defense. The County shall not be liable or required to indemnify the City against any claims arising out of the negligence or willful misconduct of the City or its officers, agents or employees, nor arising out of any alleged dangerous condition of the Substation, which arose prior to the Effective Date.

(b) Likewise, the City shall indemnify, protect, defend and hold harmless the County and its officers, employees and agents, from and against any and all claims, losses, fees and/or damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, (i) any use of the Substation or area adjacent to the Substation by the City, including, but not limited to, claims of dangerous condition of public property; and (ii) the conduct of the City's business, any act, omission or neglect of the City, its agents, contractors, or employees or invitees. In case any action or proceeding is brought against the County by reason of any of the foregoing matters, the City upon notice from the County shall defend the same at the City's expense and the County shall cooperate with the City in such defense. The City shall not be liable or required to indemnify the County against any claims arising out of the negligence or willful misconduct of the County or its officers, agents or employees or arising out of any alleged dangerous condition of the Substation, which arose after the Effective Date.

ARTICLE 8 DAMAGE OR DESTRUCTION, CONDEMNATION

SECTION 8.1. Partial Damage. If a Partial Damage occurs to the Substation, then the

City may, at its election and expense, repair such damage (but not the DHS or County Improvements) as soon as reasonably possible and this License shall continue in full force and effect. If the City does not so elect, then the County may elect, at its expense, to repair such damage as soon as reasonably possible, including the DHS or County Improvements thereon, and this License shall continue in full force and effect. If the partial damage is of such magnitude as to render the Substation of no use to County, and if neither Party elects to make the repair said partial damage, then this License shall terminate sixty (60) days following the occurrence of the partial damage.

SECTION 8.2. Total Destruction. If a total destruction occurs to the Substation, then this License shall terminate sixty (60) days following the date of such total destruction.

SECTION 8.3. Remedy. The City and County shall have all available remedies to recover damages in the event any partial damage or total destruction arises out of any acts or omissions of the other Party.

SECTION 8.4. Condemnation. If the Substation or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power, this License shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. Any award for the taking of all or any part of the Substation under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the City, whether such award shall be made as compensation for diminution in value or for the taking of the fee, or as severance damages; provided, however, that the County shall be entitled to any compensation, separately awarded to the City for the loss of the County's equipment, fixtures or County Improvements or to remove same.

ARTICLE 9 MISCELLANEOUS

SECTION 9.1. Governing Law. This License is and shall be deemed to have been made in the State of California, and the validity, construction, interpretation and enforcement of this License and the rights of the Parties hereto shall be determined under, governed by, and construed in accordance with the laws of the State of California.

SECTION 9.2. Notices. Any required or permitted notice or other communication shall be deemed given when received if: (i) delivered personally to an officer of the Party to be notified, (ii) sent by facsimile transmission to the facsimile number set forth below, or (iii) sent by overnight courier or United States certified mail, postage or charges prepaid, return receipt requested to the address set forth below:

If to the City:

City of Orange
Attention: City Manager
300 East Chapman Avenue
Orange, California 92866
Phone: 714-744-7222
Fax: 714-744-5147

If to the County:

County of Orange
Sheriff/Real Property Services
Attn: Real Estate Manager
320 N. Flower Street, Suite 108
Santa Ana, CA 92703
Phone: 714-834-2065
Fax: 714-834-6411
Email: jbordeaux@ocsd.org

SECTION 9.3. Further Assurances. Each Party shall take such actions and execute such documents as may be necessary or desirable to effect the terms of this License.

SECTION 9.4. No Estate. The rights to use the Substation granted under this License do not give the County, and the County shall not claim, any interest (other than the rights to use granted hereunder) or estate of any kind in the Substation. Without limiting the generality of the foregoing, this is not a lease and upon the expiration or earlier termination of this License with respect to the Substation, the County shall have no further rights to use or occupy the Substation.

SECTION 9.5. Entire Agreement. This License shall constitute the entire agreement of the Parties with respect to this License.

SECTION 9.6. Non-Waiver. The failure of any Party at any time to enforce a provision of this License shall in no way constitute a waiver of the provision, nor in any way affect the validity of this License or any part hereof or the right of such Party thereafter to enforce each and every provision hereof.

SECTION 9.7. No Consequential Damages. Except as expressly contemplated herein, no Party shall be liable to the other for indirect, special or consequential damages.

SECTION 9.8. Nondiscrimination. Each of the Parties agrees that it shall not cause or permit discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, national origin or physical handicap in the use, occupancy, or enjoyment of the Substation.

SECTION 9.9. Modification of License. The terms, conditions and requirements of this License or any part hereof, may be amended, modified, revised, supplemented or deleted only by mutual agreement of the Parties hereto expressed in writing and signed by the Parties.

SECTION 9.10. Severability. If any terms or provisions of this License shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this License within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this License shall be given effect as if the parties had not intended the severed term herein.

SECTION 9.11. Attachments. This License includes the following, which are attached hereto and made a part hereof:


Exhibit A – Memorandum of Agreement Among Public Agencies Participating in the Orange County Intelligence Assessment Center

Exhibit B – Map of Substation

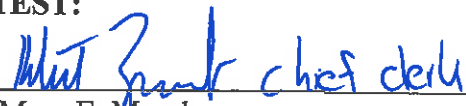
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IN WITNESS WHEREOF, the Parties have caused this License to be executed by its officers as of the date first above written.


CITY OF ORANGE

By: 
Teresa E. Smith, Mayor


ATTEST:

By: 
Mary E. Murphy
City Clerk

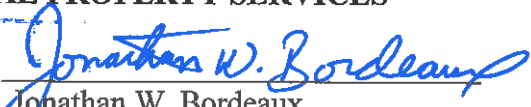
APPROVED AS TO FORM:

By: 
Wayne W. Winthers
City Attorney

**APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

By: 
Deputy

**RECOMMENDED FOR APPROVAL:
OC SHERIFF-CORONER
REAL PROPERTY SERVICES**

By: 
Jonathan W. Bordeaux
Manager, Real Estate

**SIGNED AND CERTIFIED THAT A
COPY OF THIS AGREEMENT HAS BEEN
DELIVERED TO THE CHAIRWOMAN OF
THE BOARD PER G.C. § 25103, RESO.
79-1535**

**COUNTY
COUNTY OF ORANGE:**

Chairwoman of the Board of Supervisors
County of Orange, California

Attest:

Robin Stieler
Clerk of the Board

EXHIBIT A

**APPENDIX A – MEMORANDUM OF AGREEMENT
AMONG PUBLIC AGENCIES JOINING IN THE
ORANGE COUNTY INTELLIGENCE ASSESSMENT CENTER (OCIAC)**

PURPOSE: This document effects the joining by the:

La Habra Police Department

in the Memorandum of Agreement among the public agencies participating in OCIAC to assist in accomplishing the mission of OCIAC which is to provide an integrated, multi-disciplined, information and intelligence sharing network to collect, analyze, and disseminate information on all criminal risks and safety threats to law enforcement, fire, health, private sector and public sector stakeholders in a timely manner in order to protect the residents, visitors, and critical infrastructure of Orange County.

AGREEMENT: The Joining Party agrees to abide by all provisions and assume all obligations and responsibilities of the MOA, including any formal changes and any administrative, technical, and operational resolutions in effect at the time of execution (as to which the Joining Party acknowledges being provided copies or other adequate notice). In return, the Joining Party shall also be considered a party and shall have the same rights and privileges as the original parties.

POINT OF CONTACT: The Joining Party's POC is:

Name and Title DEAN CAPELLETTI, POLICE LIEUTENANT

Office Phone: (562) 383-4364

Cell: (714) 717-3769

Fax: (562) 383-4490

Email: DCapelletti@lahabracaca.gov

Address: 150 N. EUCLID ST., LA HABRA, CA 90631

COSTS: Unless otherwise agreed in writing, the Joining Party shall bear its own costs in relation to the MOA.

EFFECTIVE DATE/DURATION/TERMINATION: This document shall take effect when completed and signed by the Joining Party's duly authorized representative and countersigned by the Sheriff-Coroner, the Parties' Police Chiefs, and the Fire Authority Chief as authorized by Paragraph 1 of the MOA. Thereafter, duration and termination of the Joining Party's participation in the MOA shall be as provided in the MOA.

FOR THE JOINING PARTY:

Signature: 

Name: JERRY PRICE

Title: CHIEF OF POLICE

Agency: LA HABRA POLICE DEPARTMENT

Date: MARCH 28, 2016

Dated: 5-17-16



Robert Handy, Chief of Police
Huntington Beach Police Department

Dated: 06-06-16



Raul Quezada, Chief of Police
Anaheim Police Department

Dated: 5-19-16



Mike Hamel, Chief of Police
Irvine Police Department

Dated: 6/1/16



Carlos Rojas, Chief of Police
Santa Ana Police Department

Dated: 5/24/16



Jeff Bowman, Orange County Fire Authority
Chief

Dated: 6-2-16



Tom Kisela, Chief of Police
Orange Police Department

Dated: 7/19/2016



Sandra Hutchens, Orange County Sheriff-
Coroner

**MEMORANDUM OF AGREEMENT
AMONG PUBLIC AGENCIES PARTICIPATING IN THE
ORANGE COUNTY INTELLIGENCE ASSESSMENT CENTER**

This Memorandum of Agreement, hereinafter referred to as "MOA," is made and entered into as of the date approved by all governing bodies, which date is stated for purposes of reference only, by and among the Cities of Anaheim, Santa Ana, Irvine, Orange, and Huntington Beach; the Orange County Fire Authority and the County of Orange, by and through the Orange County Sheriff-Coroner Department and Health Care Agency, which may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the purpose of this MOA is to set forth the mission and objectives of the Orange County Intelligence Assessment Center (OCIAC) and the responsibilities of the participating agencies.

WHEREAS, the mission of OCIAC is to provide an integrated, multi-disciplined, information and intelligence sharing network to collect, analyze, and disseminate information on all criminal risks and safety threats to law enforcement, fire, health, private sector and public sector stakeholders in a timely manner in order to protect the residents, visitors, and critical infrastructure of Orange County.

WHEREAS, OCIAC will be the primary Orange County conduit through which information that may be of intelligence value to the United States' National Security Effort is funneled.

WHEREAS, in order to ensure effective coordination of effort, mutual exchange of information, and investigative due diligence on matters related to terrorism that may affect Orange County, OCIAC will coordinate with the Joint Regional Information Center (JRIC), Joint Terrorism Task Force (JTTF), State Terrorism Threat Assessment Center (STTAC) and other local, county, state and federal agencies.

WHEREAS, OCIAC will ensure that information obtained locally is evaluated, analyzed and forwarded to appropriate local, county, state and federal agencies.

WHEREAS, in the event Orange County is faced with a major terror threat or incident, OCIAC will work toward ensuring the appropriate allocation of resources.

WHEREAS, as a member of the counter-terrorism community, OCIAC will work to educate local civic groups, private enterprises and public entertainment venues in counter-terrorism awareness, and encourage reporting by management and private security.

WHEREAS, it is the responsibility of all personnel assigned to OCIAC to receive information which is suspected of, or has a potential nexus to terrorism, counter-terrorism, or criminal activity, including information suspected of facilitating or aiding in the procurement of materials, financing, surveillance, and support to or of persons or entities associated with terrorism, for evaluation and investigation.

WHEREAS, OCIAC will review and analyze all information concerning criminal activity that comes to the attention of OCIAC for the following purposes:

- To provide timely information concerning current criminal activities, projected trends and threat assessments
- To facilitate coordination of enforcement activity between different jurisdictions within Orange County
- To identify and track offenders committing crimes in support of criminal enterprises and terrorist organizations
- To identify methods of operation related to criminal enterprises and terrorist organizations
- To investigate intelligence leads on suspected criminal activity to develop these leads into a case to turn over to an enforcement unit or to prove the suspicion to be unfounded and end the case
- To gather criminal intelligence information from other agencies for use by enforcement units in Orange County and to facilitate coordination between OCIAC and other law enforcement and homeland security agencies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ORGANIZATION OF OCIAC

OCIAC will be comprised of personnel from the Cities of Anaheim, Santa Ana, Irvine, Huntington Beach and Orange; the Orange County Fire Authority; the Orange County Sheriff-Coroner Department and the Orange County Health Care Agency. Future parties may join if they agree to all terms and conditions stated in this MOA and with approval of the Sheriff-Coroner, the Parties' Police Chiefs, and the Fire Authority Chief.

2. DIRECTION OF OCIAC

Direct responsibility for the overall policy and direction of OCIAC will rest with the Orange County Sheriff-Coroner or his/her designee. The Sheriff-Coroner or his/her designee will closely coordinate with the Orange County Chiefs and Sheriff's Association, the Parties' Chiefs of Police, the Fire Authority Chief, the City of Orange

Fire Chief, and the Director of the Health Care Agency or their designees regarding matters of mutual concern related to policy and direction to ensure appropriate resolution of issues satisfactory to all Parties.

3. SUPERVISION OF OCIAC

Day-to-day supervision of OCIAC will be the responsibility of the Division Commander of the Homeland Security Division of the Orange County Sheriff-Coroner Department (hereinafter "Division Commander"), in conjunction with the designated supervisory personnel. Responsibility for the conduct of personnel assigned to OCIAC will remain with the employing agency. Evaluation and investigation of any complaints regarding assigned personnel will be referred to the employing agency. Disciplinary actions against assigned personnel will be undertaken or administered solely by the employing agency. All personnel will keep their respective superiors completely informed of pertinent developments.

Continued assignment of personnel to OCIAC will be at the discretion of the employing agency and the Sheriff-Coroner or his/her designee.

4. PERSONNEL ASSIGNED TO OCIAC

Each Party will assign appropriate personnel, on either a full-time or part-time basis, to participate in OCIAC. All personnel assigned to OCIAC will be expected to conform to his or her agency policies, requirements and procedures as well as any additional policies, requirements and procedures applicable to OCIAC.

All assigned personnel will at all times during their work with OCIAC be employees of their respective agencies.

The County of Orange, by and through its Sheriff-Coroner Department, will also provide all necessary secretarial, clerical and technical support for OCIAC.

5. SALARIES AND BENEFITS

Salaries, benefits and overtime of all personnel assigned to OCIAC will be paid by their respective agencies. Overtime will be compensated in accordance with applicable agency overtime provisions and will be subject to the prior approval of appropriate personnel of each respective agency. Per diem, and other travel expenses, except those incurred during an investigation for OCIAC as specified in paragraph 7, will be paid by the employing agencies.

6. TRAINING EXPENSES

As part of their assignment to OCIAC, personnel may attend training classes or programs with the prior approval of the Division Commander. Training costs not

covered by Homeland Security Grant funding will be submitted to the employing agency for approval and payment.

7. INVESTIGATIVE EXPENSES

During an investigation for OCIAC, personnel assigned to OCIAC may incur investigative expenses with the prior approval of the Division Commander. Funds of the Homeland Security Division of the Orange County Sheriff-Coroner Department may be used to reimburse these expenses. Requests for reimbursement from the employing agency must be submitted to the Division Commander for approval and subsequent processing through the Financial and Administrative Services Division. A format for claiming these investigative expenses will be instituted in conjunction with Sheriff Financial personnel and will require submittal of appropriate expense information. All purchases and claims must comply with County of Orange and Sheriff-Coroner Department procedures governing purchasing, invoicing, use of petty cash, travel and any related financial transactions.

In the event that funds of the Homeland Security Division of the Orange County Sheriff-Coroner Department are insufficient to fully reimburse participating agencies as described herein, reimbursement will be made on a pro-rata basis.

8. RIGHT TO AUDIT

Each Party to this MOA will make available to authorized representatives of the County of Orange, at all reasonable times, its records of investigative expenses and reimbursement related to this MOA. The County of Orange or an independent auditor may audit such records. If an audit determines that ineligible costs have been reimbursed, the agency shall immediately repay to the County of Orange the amount determined to be ineligible. If not repaid within thirty days, the County of Orange may hold the amount determined to be ineligible from future reimbursements. The Parties will maintain the original copies of all records related to these expenses and reimbursement for a period of three years after the date the expense is reimbursed.

9. LICENSE TO USE REAL PROPERTY OF THE CITY OF ORANGE

In consideration of the promises contained herein and subject to the terms of a separate license agreement as between the County of Orange and City of Orange (the "License"), the City of Orange hereby grants the free use of office space to be used by the personnel of the Parties while performing their assigned duties related to OCIAC.

10. LICENSE TO USE PERSONAL PROPERTY OF THE COUNTY OF ORANGE.

In consideration of the promises contained herein, the County of Orange hereby grants to the other Parties free use of office furniture and equipment, including but not limited to radios, computers, cellular telephones, and electronic communication devices.

Said office furniture and equipment will be used solely by the personnel of the Parties while performing their assigned duties related to OCIAC. The precise size and type of said office furniture and equipment will be determined by the Orange County Sheriff-Coroner or his/her designee

The County of Orange will pay for all telephone bills, including cellular phone and electronic communication device bills for County-issued cellular phones or electronic communication devices for personnel performing their assigned duties related to OCIAC. Copies of bills received from Sheriff's Financial/Administrative Services will be provided to the Division Commander for review. Should the Division Commander identify any questionable use of the cellular phone or electronic communication device, he/she will determine if the usage was appropriate. The Division Commander may demand, at any time, that personnel return a County-issued cellular phone or electronic communication device.

11. PERMISSION TO USE COUNTY OF ORANGE VEHICLES

In consideration of the promises contained herein, the County of Orange hereby grants to the other Parties permission for the Parties' personnel to operate and ride as passengers in vehicles owned or leased by the County of Orange, while performing their duties related to OCIAC. The County of Orange will supply all repair and maintenance services for said vehicles, and will pay all fuel costs for said vehicles. The determination of which personnel assigned to OCIAC may use County owned or leased vehicles and when the personnel may use these vehicles rests in the sole discretion of the Division Commander.

Each Party agrees to be financially responsible for any property damage to a County owned or leased vehicle operated by its employee. Each Party further agrees to be financially responsible for any tortious act or omission by its employee resulting from its employee's use of a County owned or leased vehicle.

12. RECORDS AND REPORTS

All reports and records will be designated "confidential." The material will be secured under lock and key when unattended. Access to all files is on a need-to-know basis. Storage of records and reports and dissemination of information will always be done in strict accordance with applicable local, state and federal laws.

13. MEDIA RELEASES

All media releases on OCIAC matters will be mutually agreed upon and coordinated jointly within the existing respective agencies' guidelines.

14. MUTUAL INDEMNIFICATION

Each Party will defend, indemnify and hold harmless the other Parties, their elected and appointed officials, employees, and agents and those special districts and agencies for which the County of Orange's Board of Supervisors acts as the governing Board, from and against any and all claims, losses, damages, costs, or expenses including reasonable attorney's fees or other liability of any kind arising out of or connected directly or indirectly with any act or omission of the Party, its officers, employees or agents related to this MOA.

This indemnification will commence on the effective date of this agreement and will continue thereafter for any and all causes of action accruing during the term of this agreement.

15. INSURANCE

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, as required, and automotive liability insurance or maintain a self-insuring fund for the term of this MOA in the amounts determined by each Party to adequately insure such Party's liability assumed herein.

16. TERM/TERMINATION

The term of this MOA will commence upon approval by the Parties' governing bodies and will extend until terminated by all the Parties or upon expiration of the License, whichever occurs first. Any Party may terminate its participation in this MOA, with or without cause, upon thirty days written notice to all other Parties. Upon termination of any Party's participation, any equipment issued by the County of Orange must be immediately returned. Obligations pertaining to indemnification for and defense of causes of action accruing during the term of this MOA will extend beyond the termination of this MOA until fully performed.

Any notice of termination will be sent to:

For County of Orange: Orange County Sheriff-Coroner Department
Homeland Security
550 North Flower Street
Santa Ana, CA 92703
Attn: Division Commander

For City of Anaheim: City Clerk
200 S. Anaheim Blvd.
Anaheim, CA 92805

Copy to: Anaheim Chief of Police

425 S. Harbor Blvd.
Anaheim, CA 92805

For City of Santa Ana: City Clerk
20 Civic Center Plaza, 8th Floor
Post Office Box 1988
Santa Ana, CA 92702

Copy to: Santa Ana Chief of Police
60 Civic Center Plaza
Santa Ana, CA 92702

For City of Irvine: City Clerk
1 Civic Center Plaza
Irvine, CA 92606

Copy to: Irvine Chief of Police
1 Civic Center Plaza
Irvine, CA 92606

For City of Huntington Beach: City Clerk
2000 Main Street
Huntington Beach, CA 92648

Copy to: Huntington Beach Chief of Police
2000 Main Street, P.O. Box 70
Huntington Beach, CA 92648

For Orange County Fire Authority: Orange County Fire Authority
1 Fire Authority Road
Irvine, CA 92602

For City of Orange: City Clerk
300 East Chapman Avenue
Orange, CA 92866

Copy to: Orange Chief of Police
1107 North Batavia Street
Orange, CA 92867

Orange Fire Chief
176 South Grand Street
Orange, CA 92866

17. ALTERATION OF TERMS

This MOA fully expresses all understandings of the Parties with respect to the subject matter of this MOA, and constitutes the complete agreement among the Parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by the Parties. Additional parties may join this MOA as provided in Paragraph I.

18. PRIOR AGREEMENT SUPERSEDED

This MOA supersedes the "Memorandum of Agreement Among Public Agencies Participating in the Orange County Intelligence Assessment Center" which was approved by the County of Orange on April 7, 2009.

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF AGREEMENT in the County of Orange, State of California.

COUNTY OF ORANGE

Dated: 9-13-11

By: Bill Campbell
Chair of the Board of Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest: Darlene J. Bloom
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California



Dated: 9-13-11

RECOMMENDED FOR APPROVAL

By: Sandra Hutchens
Sandra Hutchens, Sheriff-Coroner

Dated: 10/7/2011

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

By: Michelle A. Simon
Deputy

Dated: 8/22/11

CITY OF HUNTINGTON BEACH

Dated: 8-14-13



Kenneth W. Small, Chief of Police
Huntington Beach Police Department

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF ANAHEIM



Thomas J. Wood, City Manager
INTERIM POLICE CHIEF

PAUL QUEZADA

Dated: 7-24-13

~~ATTEST:~~

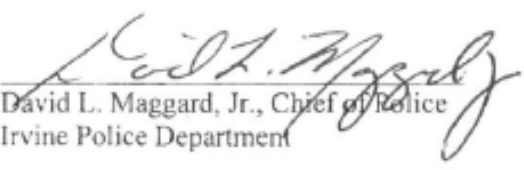
~~_____
City Clerk~~

~~APPROVED AS TO FORM:~~

~~_____
City Attorney~~

CITY OF IRVINE

Dated: 8/20/13


David L. Maggard, Jr., Chief of Police
Irvine Police Department

~~ATTEST:~~

~~_____
City Clerk~~

~~APPROVED AS TO FORM:~~

~~_____
City Attorney~~

CITY OF SANTA ANA

Dated: 8/6/13



~~Paul M. Walters, Chief of Police
Santa Ana Police Department~~

CARLOS ROJAS, INTERIM POLICE CHIEF

ATTEST:

~~_____
City Clerk~~

APPROVED AS TO FORM:

~~_____
City Attorney~~

ORANGE COUNTY FIRE AUTHORITY

Dated: 8/13/13

Keith Richter

~~ATTEST:~~

~~_____
Clerk of the Authority~~

APPROVED AS TO FORM:

~~_____
General Counsel~~

CITY OF ORANGE

Dated: June 19, 2013



Robert H. Gustafson, Chief of Police
Orange Police Department




John W. Sibley, City Manager
City of Orange

~~ATTEST~~

~~_____
Mary E. Murphy
City Clerk~~

APPROVED AS TO FORM:



Wayne W. Winthers
City Attorney