



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: June 16, 2020

Agenda Item 9C

Approvals:

City Manager ES

Dept. Head ES

Attorney _____

Finance _____

Department: Finance & Administrative Services
Prepared By: Erik Sund, Assistant City Manager

Subject: *FY 2020-21 POLICE SERVICES CONTRACT*

Fiscal Impact: Yes. The FY 2020-21 General Fund contract cost is \$17.0 million. In addition, \$155,000 is paid from Citizen Option Public Safety (COPS) grant funds through the Police Grants Fund.

Summary: The City Council is asked to approve the annual renewal of the police services contract between the City of San Clemente and the County of Orange Sherriff's Department (OCSD), for the period July 1, 2020 through June 30, 2021 and to approve funding for FY 2020-21.

Discussion: The FY 2020-21 County of Orange Police Services contract cost totals \$17,145,464, which is an increase of \$205,875, or 1.22%, over the FY 2019-20 revised contract amount. This amount was revised from the original contract based on County negotiated salaries and benefit changes. The contract for law enforcement services is based on existing service levels, with no changes to staffing levels from the prior year. In the FY 2020-21 contract, there are 53 full-time equivalent (FTE) positions serving San Clemente. The City also funds a portion of 18.70 regional/shared staff positions.

As part of the Police Service Contract, OCSD will enter into a separate License Agreement with Villa San Clemente, LLC for a satellite location at the San Clemente Outlets. The City will not be a party to the agreement, but will reimburse Villa San Clemente, LLC for Scope of Work Improvements (not to exceed \$33,000) and to reimburse OCSD for the acquisition and installation of Network Equipment and Network Cabling not to exceed \$17,000.

The table below shows the contract changes by major category:

<u>Cost Component</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>\$ Change</u>	<u>% Change</u>
Personnel	\$13,333,717	\$13,671,288	\$337,571	2.5%
Services & Supplies	346,215	333,570	-12,645	-3.7%
Transportation	595,546	484,070	-111,476	-18.7%
Overhead	1,800,926	1,897,139	96,213	5.3%
Training	507,056	433,225	-73,831	-14.6%
Leave Paydowns	166,412	165,036	-1,376	-0.8%
Contract Administration	49,077	51,879	2,802	5.7%
Mobile Data Computers	107,729	99,559	-8,170	-7.6%
Patrol Video System	53,168	50,545	-2,623	-4.9%
Integrated Law & Justice Agency	5,336	5,007	-329	-6.2%
Revenue Offset	-25,593	-45,854	-20,261	79.2%
TOTAL POLICE CONTRACT	\$16,939,589	\$17,145,464	\$205,875	1.22%

Contract cost changes for FY 2020-21, when compared to the FY 2019-20 revised contract amount, are addressed below:

In total, **Personnel** costs increase \$337,571, or 2.5%, primarily due to salary and wage increases per Memorandum of Understandings (MOU) for AOCDS, ACLEM, OCMA, and OCEA. Effective 7/3/2020 MOU negotiations resulted in the following Cost Of Living Adjustments (COLA) increases: 3.5 % for AOCDS and ACLEM, and 2.5% for OCEA and OCMA. Retirement rates decrease 3.75% for AOCDS, 1.9% for Law Management, and increase 2.5% for General Employees.

Overtime hours of 8,799 hours are unchanged from FY2019-2020, but costs increase \$38,026 or 5.13% due primarily to COLA impacts. Overtime costs are offset by an estimated vacancy credit of \$200,000 included in the contract.

Services & Supplies (S&S), includes overhead supplies and services, liability insurance, and direct services and supplies. These decrease by \$12,645 or 3.65%, due to a \$17,000 decrease in travel costs offset by increased facility lease costs.

Transportation costs include vehicle costs, enhanced helicopter costs, and regional team transportation costs. These decrease by \$111,476 or 18.7%. City costs for enhanced helicopter services remain flat with the prior year. The other main drivers for transportation cost decreases are based on less miles driven and a 6% mile rate reduction for class A vehicles.

Overhead costs in total increase by \$96,213 or 5.3% and include Sheriff and County overhead costs. Sheriff's Division overhead, which is allocated per position, increases by \$87,535 or 7.14% due to salary and benefit increases and addition of a .8 FTE Office Specialist to courts (re-allocated from Patrol Overhead). County overhead costs increase by \$8,495 or 5.52%, based on the County-Wide Cost Allocation Plan.

Training costs decrease by \$73,831 or 14.56% mainly due to decreases in FTB costs and Patrol trainee backfill hours resulting in a decrease in training cost allocations.

Leave Paydowns decrease by \$1,376 or 0.83%, based on actual expenditures in FY 2018-19. This minimal change is due to a decrease in employee pay downs.

Contract Administration increased by \$2,802 or 5.71% due to approved salary and benefit increases per the MOU.

The cost for **Mobile Data Computers (MDC)** decrease by \$8,170 or 7.6%, as the acquisition of additional MDC is not foreseen in FY 2020-21.

The cost for the **Patrol video systems (PVS)** decrease by \$2,623 or 4.9%, primarily due to the result of no additional purchases of PVS.

Revenue Offsets to the City reduces the amount of the overall contract. This offset increases from \$25,593 to \$45,854 or 79.19%. The increase is due to credits for the AB109 (Public Safety Realignment) for FY 2016-17 through FY 2018-2019.

Recommended

Action:

STAFF RECOMMENDS THAT the City Council:

1. Approve the contract between the City of San Clemente and the County of Orange, for police services for the FY 2020-21.
2. Appropriate \$16,990,470 in the General Fund, Account #001-218-43625 to fund costs for the Police Contract.

Attachments: FY 2020-21 Police Services contract

Notifications: None.

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A. TERM:

The term of this Agreement shall commence July 1, 2020 and terminate June 30, 2021, unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 2021 for COUNTY to provide to CITY, during all or part of the period between July 1, 2021 and June 30, 2022, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 2021 and August 31, 2021, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 2020 through June 30, 2021. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

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

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF through the Chief of Police Services (Lieutenant) assigned to
4 CITY, who will report directly to CITY Manager. Personnel of each shift
5 may work varying and different times and may be deployed to other shifts
6 when, in the opinion of SHERIFF and CITY Manager, the need arises. Any
7 long-term shift deployment change will be reported to CITY's Council.
- 8 3. The level of service to be provided by COUNTY, for the period July 1, 2020
9 through June 30, 2021, is set forth in Attachment A and incorporated herein
10 by this reference.
- 11 4. For any service listed in Attachment A of this Agreement that is provided to
12 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
13 the option to terminate such service in the event the other city or cities that
14 contract for the balance of the time of the employee providing the service
15 no longer pay(s) for such service and CITY does not request the Agreement
16 be amended to provide for payment of 100% of the cost of the employee
17 providing such service. The Maximum Obligation of CITY set forth in
18 Subsection F-2 will be adjusted accordingly.
- 19 5. All services contracted for in this Agreement may not be operational on the
20 precise date specified in this Agreement. In those instances, SHERIFF shall
21 notify CITY Manager of the date or dates such service or services are to be
22 implemented. COUNTY shall reduce the monthly charges to CITY, based
23 on the actual date of implementation of the service or services. Charges
24 shall be reduced on the next monthly billing tendered in accordance with
25 Subsection F-3 of this Agreement.
- 26 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
27 leave in CITY the Lieutenant in charge of CITY Police Services. If
28 SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF

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C. REGULAR SERVICES BY COUNTY: (Continued)

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

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

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

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

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

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

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

not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law 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.

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

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

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

23 **E. PATROL VIDEO SYSTEMS:**

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

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E. PATROL VIDEO SYSTEMS: (Continued)

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

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2020 through June 30, 2021.

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

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

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

7 **F. PAYMENT:**

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

13 2. Unless the level of service set forth in Attachment A is increased or
14 decreased by mutual agreement of the parties, or CITY is required to pay
15 for increases as set forth in Subsection F-4, or the costs increase or
16 decrease as a result of amendment of the Operations Agreement
17 (Attachment C hereto and incorporated herein by this reference) in
18 accordance with Subsection M-2, the Maximum Obligation of CITY for
19 services set forth in Attachment A, of this Agreement to be provided by the
20 COUNTY for the period July 1, 2020 through June 30, 2021 shall be
21 \$17,145,464 as set forth in Attachment B.

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

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

2 3. For services provided between July 1, 2020 and June 30, 2021, COUNTY
3 shall invoice CITY, monthly, one-twelfth (1/12) of the Maximum Obligation
4 of CITY. If a determination is made that increases described in Subsection
5 F-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
6 such increases in its monthly invoices to CITY for the balance of the period
7 July 1, 2020 and June 30, 2021. If this Agreement is extended pursuant to
8 Subsection B-2, COUNTY shall invoice CITY thereafter for the full costs of
9 the law enforcement services provided in the preceding month.

10 4a. At the time this Agreement is executed, there may be unresolved issues
11 pertaining to potential changes in salaries and benefits for COUNTY
12 employees. The costs of such potential increases are not included in the
13 Fiscal Year 2020-21 cost set forth in Attachment B nor in the Fiscal Year
14 2020-21 Maximum Obligation of CITY set forth in Subsection F-2 of this
15 Agreement. If the changes result in the COUNTY incurring or becoming
16 obligated to pay for increased costs for or on account of personnel whose
17 costs are included in the calculations of costs charged to CITY hereunder,
18 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
19 Subsection F-2 of this Agreement, the full costs of said increases to the
20 extent such increases are attributable to work performed by such personnel
21 after July 1, 2020, and CITY's Maximum Obligation hereunder shall be
22 deemed to have increased accordingly. CITY shall pay COUNTY in full for
23 such increases on a pro-rata basis over the portion of the period between
24 July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
25 increases are payable. If the changes result in the COUNTY incurring or
26 becoming obligated to pay for decreased costs for or on account of
27 personnel whose costs are included in the calculations of costs charged to
28 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to

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

2 the extent such decreases are attributable to work performed by such
3 personnel during the period July 1, 2020 through June 30, 2021, and
4 CITY's Maximum Obligation hereunder shall be deemed to have decreased
5 accordingly. COUNTY shall reduce required payment by CITY in full for
6 such decreases on a pro-rata basis over the portion of the period between
7 July 1, 2020 and June 30, 2021 remaining after COUNTY notifies CITY that
8 the Maximum Obligation has decreased.

9 4b.If CITY is required to pay for increases as set forth in Subsection F-4a
10 above, COUNTY, at the request of CITY will thereafter reduce the level of
11 service to be provided to CITY as set forth in Attachment A of this
12 Agreement to a level that will make the Maximum Obligation of CITY
13 hereunder for the period July 1, 2020 through June 30, 2021 an amount
14 specified by CITY that is equivalent to or higher or lower than the Maximum
15 Obligation set forth in Subsection F-2 for said period at the time this
16 Agreement originally was executed. The purpose of such adjustment of
17 service levels will be to give CITY the option of keeping its Maximum
18 Obligation hereunder at the pre-increase level or at any other higher or
19 lower level specified by CITY. In the event of such reduction in level of
20 service and adjustment of costs, the parties shall execute an amendment to
21 this Agreement so providing. Decisions about how to reduce the level of
22 service provided to CITY shall be made by SHERIFF with the approval of
23 CITY.

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

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F. PAYMENT: (Continued)

- 6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
- 7. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.
- 8. CITY shall reimburse COUNTY for the cost of any equipment that is removed from service before the unamortized value is used.

G. OWNERSHIP OF POLICE STATION:

CITY will retain title to the land and building used for the San Clemente Police Station. CITY agrees to lease the premises to COUNTY for no further consideration during the period of this Agreement. Said lease agreement has 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
 910 CALLE NEGOCIO
 SAN CLEMENTE, CA 92673

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.

1 **I. STATUS OF COUNTY:**

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

11 **J. STATE AUDIT:**

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

19 **K. ALTERATION OF TERMS:**

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

25 **L. INDEMNIFICATION:**

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

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

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

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

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

14 **M. OPERATIONS AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

- 8 • Ten one hundredths of one (0.10) Sergeant
9 (8 hours per two-week pay period)
- 10 • One (1) Staff Specialist
11 (80 hours per two-week pay period)
- 12 • One (1) Office Specialist
13 (80 hours per two-week pay period)

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

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

- 1 **N. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)**
- 2 exclusively for the purposes authorized by CITY's TVAP resolution in effect
- 3 at the time of purchase.
- 4 5. In the event the fees adopted by COUNTY, CITY and other participating
- 5 jurisdictions are not adequate to continue operation of the Program at the
- 6 level at which it operated previously, COUNTY, at the option of CITY, will
- 7 reduce the level of Program service to be provided to CITY or will continue
- 8 to provide the existing level of Program services. COUNTY will charge CITY
- 9 the cost of any Program operations that exceed the revenue generated by
- 10 fees. Such charges shall be in addition to the Maximum Obligation of CITY
- 11 set forth in Subsection F-2 of this Agreement. The amount of any revenue
- 12 shortfall charged to CITY will be determined, at the time the revenue
- 13 shortfall is experienced, according to CITY's share of Program services
- 14 rendered. In the event of a reduction in level of Program service,
- 15 termination of Program service or adjustment of costs, the parties shall
- 16 execute an amendment to this Agreement so providing. Decisions about
- 17 how to reduce the level of Program service provided to CITY shall be made
- 18 by SHERIFF with the approval of CITY.
- 19 **O. MOBILE DATA COMPUTERS:**
- 20 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 21 has provided, or will provide, mobile data computers (hereinafter called
- 22 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
- 23 designated by COUNTY for use within CITY limits.
- 24 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
- 25 services related to this Agreement.
- 26 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
- 27 installation of MDCs that are or will be mounted in patrol vehicles and
- 28 motorcycles assigned to CITY, and b) recurring costs, as deemed

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

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

5 The costs to be paid by CITY for recurring costs, including maintenance
6 and replacement/upgrade of MDCs, are included in the costs set forth in
7 Attachment B and the Maximum Obligation of CITY set forth in Subsection
8 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
9 not be charged additional amounts for maintenance or
10 replacement/upgrade of said MDCs during the period July 1, 2020 through
11 June 30, 2021.

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

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

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P. E-CITATION UNITS:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2020 through June 30, 2021.
4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY

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

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

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

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

DATED: _____

ATTEST: _____
City Clerk

CITY OF SAN CLEMENTE

BY: _____
Mayor Pro Tem

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

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

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

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: *Michelle Adams*
Deputy

DATED: 5/26/20

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF SAN CLEMENTE**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
PATROL , COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:			
Deputy Sheriff II	Patrol, DET & SRO	35.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Parking Control	3.00	each, 80 hrs./ per two wk. pay period
Office Specialist	City Support Services	2.00	each, 80 hrs./ per two wk. pay period
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		53.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	7.75%
Deputy Sheriff II	Traffic	4.00	7.75%
Investigative Assistant	Traffic	2.00	7.75%
Office Specialist	Traffic	1.00	7.75%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	8.12%
Investigator	Auto Theft	2.00	8.12%
Investigative Assistant	Auto Theft	1.00	8.12%
Office Specialist	Auto Theft	1.00	8.12%
DET:			
Sergeant	DET	1.00	8.04%
Investigator	DET	1.00	8.04%
SUBPOENA:			
Office Specialist	Subpoena	1.00	13.20%
COURTS:			
Investigative Assistant	Courts	2.00	20.73%
Office Specialist	Courts	0.80	20.73%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.14%
TOTAL		18.70	

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 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	\$ 409,205	\$ 409,205
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 342,301	\$ 342,301
Sergeant	Patrol	4.00	\$ 342,301	\$ 1,369,204
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 336,748	\$ 1,346,992
PATROL, COMMUNITY SUPPORT, SPECIAL ENFORCEMENT, TRAFFIC AND PARKING SERVICES*:				
Deputy Sheriff II	Patrol, DET, & SRO	35.00	\$ 281,650	\$ 9,857,750
Deputy Sheriff II - Motor	Traffic	2.00	\$ 286,737	\$ 573,473
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	3.00	\$ 129,863	\$ 389,589
Office Specialist	City Support Services	2.00	\$ 98,653	\$ 197,306
Crime Prevention Specialist		1.00	\$ 108,270	\$ 108,270
TOTAL POSITIONS		53.00		\$ 14,594,090

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.75%	\$ 20,230
Deputy Sheriff II	Traffic	4.00	7.75%	\$ 105,432
Investigative Assistant	Traffic	2.00	7.75%	\$ 21,578
Office Specialist	Traffic	1.00	7.75%	\$ 8,662
AUTO THEFT:				
Sergeant	Auto Theft	0.30	8.12%	\$ 10,602
Investigator	Auto Theft	2.00	8.12%	\$ 55,002
Investigative Assistant	Auto Theft	1.00	8.12%	\$ 11,310
Office Specialist	Auto Theft	1.00	8.12%	\$ 8,853
DET:				
Sergeant	DET	1.00	8.04%	\$ 31,869
Investigator	DET	1.00	8.04%	\$ 32,949
SUBPOENA:				
Office Specialist	Subpoena	1.00	13.20%	\$ 13,146
COURTS:				
Investigative Assistant	Courts	2.00	20.73%	\$ 56,790
Office Specialist	Courts	0.80	20.73%	\$ 16,772
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.14%	\$ 24,970
TOTAL REGIONAL/SHARED		18.70		\$ 418,065

OTHER CHARGES AND CREDITS (Subsection F-2):**OTHER CHARGES:**

Other Charges Include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, on-call and education incentive pay; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for eight (8) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-four (24) units; overtime; patrol training cost allocation; Patrol Video System (PVS) acquisition cost for one (1) unit and recurring cost for seventeen (17) units; services and supplies; and transportation charges.

CREDITS:

Credits Include: False Alarm fees, reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,133,309
TOTAL COST OF SERVICES (Subsection F-2)	\$ 17,145,464

1 OPERATIONS AGREEMENT
2 BETWEEN THE
3 SHERIFF-CORONER
4 AND THE
5 CITY OF SAN CLEMENTE
6 Effective July 1, 2020
7

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

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

14 1. Hours of Service

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

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

19 2. Personnel Authorized to Use the Facility

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

22 3. Fuel Delivery

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

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

2 (Continued)

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

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

11 4. Booking Prisoners

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

14 5. Fingerprinting and Copying Services

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

17 6. Record Retention

18 Effective July 2, 1993, all Police Department records relating to active case
19 matters were transferred to SHERIFF.

20 **B. OWNERSHIP AND MAINTENANCE OF FACILITY AND PROPERTY**

21 1. Ownership

22 CITY shall retain title to the land and building used for the San Clemente
23 Police Station.

24 2. Facility Maintenance

25 CITY shall provide routine daily janitorial services and supplies as
26 referenced in the lease agreement. SHERIFF will augment CITY's services
27 by using SHERIFF Community Work Program participants to perform
28 additional daytime housekeeping and maintenance tasks.

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

2 3. Utility, Maintenance and Routine Repair Costs

3 CITY shall pay all utility, maintenance and routine repair costs, including
4 telephone charges. CITY shall maintain the existing telephone system.

5 4. Equipment Ownership, Maintenance and Replacement

6 CITY shall retain ownership of CITY purchased office furniture and
7 equipment at the Police Station. CITY computers and related hardware are
8 to be serviced and maintained by CITY.

9 5. Vehicles, including Motorcycles

10 a. CITY shall retain ownership of all motorcycles used for traffic
11 enforcement. CITY shall provide maintenance and repair for all
12 motorcycles. CITY may elect to discontinue motorcycle patrols and
13 instead use patrol vehicles.

14 b. Effective October 1, 2011, CITY shall retain ownership and responsibility
15 for maintenance, repair and replacement of eight vehicles as defined in
16 a separate Agreement Regarding Transfer of Vehicles between the CITY
17 and the SHERIFF.

18 **C. SATELLITE OFFICE SPACE AT THE OUTLETS AT SAN CLEMENTE:**

19 The County, by and through SHERIFF, will enter into a separate License
20 Agreement with Villa San Clemente, LLC, a California limited liability company
21 (hereinafter referred to as "Licensor") for SHERIFF to have satellite office space
22 at The Outlets at San Clemente (hereinafter referred to as "License Area") for
23 use by SHERIFF's personnel assigned to CITY. A copy of the draft License
24 Agreement has been provided to CITY. CITY will not be a party to this License
25 Agreement but agrees to provide the following contributions for the
26 development and financial support of the License Area:

27 //

28 //

1 **C. SATELLITE OFFICE SPACE AT THE OUTLETS AT SAN CLEMENTE:**

2 (Continued)

3 1. CITY will reimburse LICENSOR directly for Scope of Work
4 Improvements identified in the License Agreement in an amount not to
5 exceed \$33,000.

6 2. CITY will reimburse SHERIFF for SHERIFF's costs to acquire and install
7 Network Equipment and Network Cabling identified in the License
8 Agreement in an amount not to exceed \$17,000.

9 3. CITY will provide SHERIFF with three (3) desks and three (3) chairs for
10 use within the License Area on or before the Commencement Date of
11 the License.

12 4. CITY will reimburse SHERIFF for interior maintenance, repairs and
13 janitorial services and supplies for the License Area that occur after the
14 Commencement Date of the License.

15 **D. REVENUE GENERATED BY CITY SERVICES AND ACTIVITIES**

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

- 18 • Bicycle licensing
- 19 • Fingerprinting
- 20 • Visa letters
- 21 • Report duplication
- 22 • DUI cost recovery
- 23 • 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: 5/20/20

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.

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.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF 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 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 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 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.

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

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, vehicle registration, vehicle operation, and vehicle parking; 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

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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;

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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 requested 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.

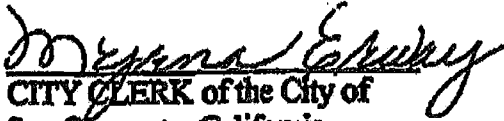
SECTION 12:

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

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

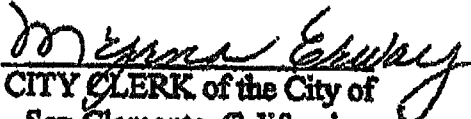
STATE OF CALIFORNIA)
COUNTY OF ORANGE) §
CITY OF SAN CLEMENTE)

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

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY	
	Participating City Request to Purchase From the TVA in FY _____ Date _____	
	QUANTITY	APPLICABILITY TO TVA PROGRAM
	ITEM DESCRIPTION	ESTIMATED COST
CERTIFICATION	<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 _____ DATE _____</p> <p>Signature: _____</p>	
APPROVALS	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT	
	Recommended For Approval CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM

OCSD
BUDGET
USE ONLY