

CONTRACT
With
City of San Clemente
For
Law Enforcement Services

This Contract for Law Enforcement Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of San Clemente, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment Provisions
Attachment C – Level of Service
Attachment D – City Ordinances
Attachment E – TVAP Resolution
Attachment F – TVAP Form
Attachment G – Forfeited and Seized Asset Policy
Attachment H – Special Services

RECITALS

WHEREAS, City wishes to contract with County for law enforcement services; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2027 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon one-hundred and eighty (180) days written notice to the other Party.

If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.

- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.
- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.
- G. **Independent Contractor:** County is and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County’s agents or employees. County and its Sheriff shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this Contract. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.
- H. **Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City’s municipal ordinances.

If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- I. **State Audit:** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor for a period of three years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.
- J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY: ATTN: CITY MANAGER
 CITY OF SAN CLEMENTE
 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

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

City: San Clemente

By: _____ Title: Mayor

Print Name: _____ Date: _____

Attest: _____

City Clerk

Approved as to Form

By: _____
City Attorney

County:

By: _____ Title: Chair of the Board of Supervisors

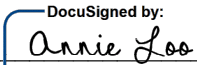
Print Name: _____ Date: _____

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: _____

Robin Stieler
Clerk of the Board
County of Orange, California

Approved as to Form
Office of the County Counsel
Orange County, California

By:  _____
Deputy B7726751D1E947E...

ATTACHMENT A

SCOPE OF WORK

A. Regular Services By County:

1. 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, other than licensing ordinances.
2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and City Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.
3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.
4. The Sheriff will provide a slate of candidates who are eligible for the rank of Captain with the Sheriff from which the City Manager may select a Police Services Chief. The Police Services Chief will be the on-side department head for the city and will attend City Council, staff and community meetings at the discretion of the City Manager.
5. Patrol Performance Goals shall be as follows:
 - Response to Priority One Calls: 5 minutes
 - Response to Priority Two Calls: 12 minutes
 - Response to Priority Three Calls: 20 minutes

The Police Services Chief will report to the City Manager regarding City Police Services personnel's performance in meeting these goals. In the event of a major incident outside the boundaries of City, adequate law enforcement personnel will remain in City to respond to Priority One and Priority Two calls for service.

6. For any service that is provided to City at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other City or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and City does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.
7. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.
8. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in City the Captain in charge of City Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify City's Manager within four hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.
9. Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. County shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to initial applications for which this subsection provides.
10. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining as defined herein, changes to this Contract 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 Maximum Obligation.

B. Enhanced And Supplemental Services By County:

1. Enhanced services for events on City property. At the request of City, through its City Manager, Sheriff may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by City. Sheriff shall determine personnel and equipment needed for such enhanced services. City shall reimburse County for such additional services, at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing the normal and regular ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between County and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall 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. 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, 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 Contract. 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. Sheriff shall bill City immediately after each such event.

4. Notwithstanding the foregoing, City, through its permit process, may utilize the services of Sheriff at events, for which City issues permits, that are operated by private individuals or entities or public entities. Sheriff shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in this Contract, City shall reimburse County for such additional services at an amount computed by Sheriff, based upon the current year's County law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, County has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. Sheriff through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

C. Body Worn Camera And In Car Video:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by Sheriff's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by Sheriff for use within City service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, 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 BWC and ICV when they become functionally or technologically obsolete. The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in the Maximum Obligation of City, unless City has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, City requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the City service area, County will purchase said additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

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

D. Traffic Violator Apprehension Program:

1. County has established a Traffic Violator Apprehension Program ("the Program"), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a "TVAP resolution"), and has directed that the revenue from such fee be used for the Program. City's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event City 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, City's Manager, on behalf of City, and Sheriff, on behalf of County, have authority to execute an amendment of this Contract to substitute City's amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. City's participation in the Program will terminate if City determines not to adopt the updated fees for the Program.

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

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

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

4. Fee revenue generated by City may be used to reimburse City for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for

reimbursement, City shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City's fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

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

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

E. Mobile Data Computers:

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by County for use within City limits.

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles 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 MDCs when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

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

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

F. 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 Contract.

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 the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of E-Citation units referenced above, City requires additional 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 the Maximum Obligation of City.

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

G. Equipment:

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

H. City Office Space

1. In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in City Hall or other City building for the provision of services under this Contract (hereinafter "Police Station"). Said office space, furniture and equipment and supplies shall be used solely by personnel of City and County, while performing their assigned duties related to services under this Contract. City and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. City shall supply all repair, maintenance and janitorial supplies and services to the Police Station and shall be responsible for all charges for utilities supplied to said premises.

2. City and Sheriff agree to staff the Police Station and remain accessible to the public during normal business hours. Sheriff personnel who are regularly deployed to deliver services to adjacent unincorporated areas may operate in and out of the Police Station as a regular duty station.

3. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

4. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

5. Fingerprinting and copying services will be performed by Sheriff employees located at the Police Station.

ATTACHMENT B**PAYMENT PROVISIONS**

1. Compensation: Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$22,699,486 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

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

2. Personnel and Deployment:

A. City shall pay the full costs of employees in the following instances:

1. County-paid holidays.
2. Sick leave to the extent that it does not exceed the greater of a.) 12 days per year, per position, or b.) the amount of leave accrued by an employee assigned to City during the time he or she has been assigned to City.
3. Vacation leave to the extent it does not exceed an amount permitted by County to be accumulated by an employee at any one time.
4. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by Sheriff.
5. Bereavement leave as authorized by County.
6. Jury duty leave as authorized by County.
7. Responses to mutual aid and natural or man-made disasters or emergencies, unless the County provides a replacement employee, in which case the City will pay for one employee.

B. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within Sheriff's Department shall be considered vacant. The County will provide a credit to the City for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.

C. The Sheriff shall not charge the City when an employee, usually assigned to the City, participates in specialized Sheriff services that are available throughout the County, including in City, in accordance with County Resolution No. 89-1160. If the Sheriff determines that overtime coverage of the employee's absence at City is required, the additional cost of such overtime will not be charged to the City.

Notwithstanding the above, in the event that County personnel provide services in response to mutual aid and natural or man-made disasters or emergencies and the County subsequently receives reimbursement for those services, the County will credit the reimbursement to the City.

3. Invoice: County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

4. Employee Bargaining: At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent

such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

5. Billing Policy: City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

6. Late Penalties: County shall charge City late payment penalties in accordance with County Billing Policy.

7. Licensing Payments: As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

8. Fees: Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

Revenue generated by City fees, including but not limited to the following, will be at rates established by City and will be retained by City:

- a. Bicycle licensing
- b. Fingerprinting
- c. Visa letters
- d. Report duplication
- e. DUI cost recovery
- f. Special police services

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
CITY OF SAN CLEMENTE
FY 2026-27
LEVEL OF SERVICE**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 511,251	\$ 511,251
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 411,617	\$ 411,617
Sergeant	Patrol	5.00	\$ 411,617	\$ 2,058,085
INVESTIGATION SERVICES:				
Investigator		3.00	\$ 402,612	\$ 1,207,836
PATROL , COMMUNITY SUPPORT , SPECIAL ENFORCEMENT , TRAFFIC AND PARKING SERVICES*:				
Deputy Sheriff II	Patrol, DET, & SRO	39.00	\$ 329,267	\$ 12,841,413
Deputy Sheriff II - Motor	Traffic	2.00	\$ 339,615	\$ 679,230
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	4.00	\$ 166,153	\$ 664,612
Staff Specialist		1.00	\$ 154,373	\$ 154,373
Office Specialist	City Support Services	1.00	\$ 132,061	\$ 132,061
Crime Prevention Specialist		1.00	\$ 125,434	\$ 125,434
TOTAL POSITIONS		58.00		\$ 18,785,912

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	12.37%	\$ 33,322
Investigator	Traffic	1.00	12.37%	\$ 44,505
Deputy Sheriff II	Traffic	3.00	12.37%	\$ 150,714
Investigative Assistant	Traffic	2.00	12.37%	\$ 47,254
AUTO THEFT:				
Sergeant	Auto Theft	0.30	9.94%	\$ 13,337
Investigator	Auto Theft	2.00	9.94%	\$ 83,282
Investigative Assistant	Auto Theft	1.00	9.94%	\$ 19,133
Office Specialist	Auto Theft	1.00	9.94%	\$ 14,254
DET:				
Sergeant	DET	1.00	4.94%	\$ 25,957
Investigator	DET	1.00	4.94%	\$ 22,452
COURTS:				
Investigative Assistant	Courts	2.00	26.67%	\$ 95,366
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.02%	\$ 32,362
TOTAL REGIONAL/SHARED		15.90		\$ 581,938

OTHER CHARGES AND CREDITS:

OTHER CHARGES:	
<i>Other Charges include:</i> Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for two (2) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty seven (27) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay and on-call; services and supplies; and transportation charges.	
CREDITS:	
<i>Credits include:</i> AB 109 (2011 Public Safety Realignment); estimated vacancy credits; False Alarm fees, reimbursement for training and miscellaneous programs.	
TOTAL OTHER CHARGES AND CREDITS	\$ 3,331,636
TOTAL COST OF SERVICES	\$ 22,699,486

ATTACHMENT D

**CITY OF SAN CLEMENTE
LICENSING
ORDINANCE NO. 1704**

MESSAGE ESTABLISHMENTS

ORDINANCE NO. 1704

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA AMENDING CHAPTER 17.28.185 OF THE SAN CLEMENTE MUNICIPAL CODE (RELATING TO MASSAGE ESTABLISHMENTS) AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on August 18, 2020, the City Council unanimously approved the first reading of Ordinance No. 1702, an ordinance amending Title 5 (Business Licenses and Regulations) and 17 (Zoning) of the San Clemente Municipal Code (Zoning Amendment 20-069) to deter human trafficking activity, clarify existing provisions, and correct erroneous text with respect to massage establishments in the City of San Clemente (the "Massage Establishment Amendment Ordinance"); and

WHEREAS, on September 1, 2020, the City Council waived the second reading of and unanimously approved for publication and implementation the Massage Establishment Amendment Ordinance; and

WHEREAS, on September 1, 2020, the City Council held a duly noticed public hearing on two supplemental amendments to Chapter 17.28.185 with respect to regulation of the operation of massage establishments that further promote the health and safety goals of preventing and deterring prostitution and human trafficking in the City of San Clemente, and considered evidence presented by City staff and other interested parties; and

WHEREAS, Senate Bill 1193, approved by the Governor on September 24, 2012, and codified as California Civil Code § 52.6, requires, among other businesses, massage establishments to post a notice containing information related to slavery and human trafficking in a conspicuous place near the entrance of the establishment or in a place in clear view of the public and employees where similar notices are customarily posted; and

WHEREAS, the San Clemente Municipal Code does not, but should, contain a provision adopting the requirements of Senate Bill 1193 as they pertain to massage establishments; and

WHEREAS, the City Council recognizes that illegal activities such as pandering or prostitution occur where customers who patronize massage establishments believe they are anonymous; and

WHEREAS, the City Council believes that requiring operators of massage establishments to retain a record of customers' names and addresses and dates and times of patronage would deter customers, operators, and therapists from engaging in

Ordinance No. 1704

any illicit activity.

NOW, THEREFORE, the City Council of the City of San Clemente does ordain as follows:

Section 1: The recitals above, as well as those set forth in Ordinance No. 1702, are each incorporated by reference and adopted as findings by the City Council.

Section 2: Pursuant to CEQA Guidelines Sections 15378(b)(2) and 15378(d)(5), these supplemental amendments are not a "project" within the meaning of the State CEQA Guidelines, because they relate to ongoing administrative activities and organizational activities of government that will not result in direct or indirect physical changes in the environment. No further environmental review is required.

Section 3: Chapter 17.28.185 of the San Clemente Municipal Code is hereby amended to read as follows:

"Section 17.28.185 – Massage Establishments.

...

D. Facility Requirements.

...

2. Anti-Human Trafficking Notice. The notice developed by the Department of Justice and found at <https://oag.ca.gov/human-trafficking/model-notice>, of a size no smaller than eight and one-half inches by 11 inches in size, shall be posted in English, Spanish, and Vietnamese in the customer waiting room so as to be visible to all people entering the establishment, as well as in every private massage room.

...

E. Operational Requirements.

...

14. Every massage establishment shall keep a written record of the date and hour of each treatment administered, the name and telephone number of each patron, the name of the massage therapist or massage practitioner administering treatment, and the type of treatment administered, to be recorded on a patron release form. In addition, every massage establishment shall obtain and retain (and every patron shall provide) a copy of the patron's driver's license or other state-issued photo identification at the time of a patron's first visit to the massage establishment. If a patron refuses to provide his/her photo identification for photocopying by the operator, the operator shall refuse service to the patron. Such records shall be open to inspection by officials charged with enforcement of this section as authorized by the law or court order, if necessary. Such records

Ordinance No. 1704

shall be kept on the premises of the massage establishment for a period of two years."

Section 4: The City Clerk shall certify to the adoption of this ordinance and cause it, or a summary of it, to be published once within fifteen (15) days of adoption in a newspaper of general circulation printed and published within the City of San Clemente, and shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk in accordance with California Government Code section 36933.

Section 5: If any provision of this ordinance or its application to any person or circumstance is held invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 6: The documents and materials associated with this Ordinance that constitute the record of proceedings on which the City Council's findings and determinations are based are located at City Hall, 910 Calle Negocio, San Clemente, CA 92672.

APPROVED AND ADOPTED this 15th day of September, 2020.

ATTEST:



City Clerk of the City of
San Clemente, California



Mayor Pro Tem of the City of
San Clemente, California

Ordinance No. 1704

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF SAN CLEMENTE)

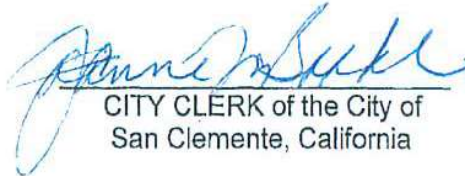
I, JOANNE BAADE, City Clerk of the City of San Clemente, California, hereby certify that Ordinance No. 1704 having been regularly introduced at the meeting of September 1, 2020, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on the 15th day of September, 2020, and said ordinance was adopted by the following vote:

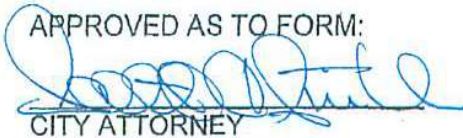
AYES: HAMM, JAMES, WARD, MAYOR PRO TEM FERGUSON

NOES: NONE

ABSENT: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this 12TH day of OCT., 2020.


CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:

CITY ATTORNEY

ATTACHMENT E

RESOLUTION NO. 24-169

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING A REVISED ADMINISTRATIVE FEE FOR VEHICLE REMOVAL, IMPOUND, STORAGE OR RELEASE BY THE ORANGE COUNTY SHERIFF'S DEPARTMENT FOR THE TRAFFIC VIOLATOR APPREHENSION PROGRAM (TVAP) IN THE CITY OF SAN CLEMENTE

WHEREAS, the Orange County Sheriff-Coroner ("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 driver licensing, vehicle registration, vehicle operation, and parking; and

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

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City 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 Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in the unincorporated areas of Orange County in Cities that contract for the Sheriff's law enforcement services during the normal course of duty; and

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

Vehicle Code Section and Impound Ground

- 14602.6 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) Vehicle registration is incorrect, falsified or expired by more than six months
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

WHEREAS, Vehicle Code Section 22850.5 authorizes the Orange County Board of Supervisors, 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 Orange County Board of Supervisors adopted a fee pursuant to Vehicle Code section 22850.5 on November 17, 2020, through the adoption of Resolution No. 20-161, which established a fee in the amount of \$144 when a vehicle of a license and unlicensed driver is removed and/or impounded; and

WHEREAS, on May 4, 2021, the San Clemente City Council adopted Resolution No. 21-11, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 20-161; and

WHEREAS, in 2024, a cost study conducted by the Sheriff showed that the administrative cost relating to the removal, impound storage or release of vehicles impounded pursuant to the Vehicle Code has increased to \$174.00 per removal; and

WHEREAS, based upon the cost study, the Orange County Board of Supervisors adopted a fee pursuant to Vehicle Code section 22850.5 on June 25, 2024, through the adoption of Resolution No. 24-085, which established a fee in the amount of \$174 when a vehicle of a license and unlicensed driver is removed and/or impounded; and

WHEREAS, the Sheriff is requesting adoption by city councils of each of the contract cities (such as the City of San Clemente) with the Sheriff for law enforcement services of fee identical to those described herein; and

WHEREAS, Sheriff requests authorization of an annual administrative fee adjustment for removal, impound, storage or release of vehicles, effective July 1st of year, starting 2025, not to exceed the annual percentage of the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the actual costs to the Sheriff as determined by additional cost studies prepared for the fee adjustment will ensure the Sheriff's cost recovery. This will allow the Sheriff to have cost recovery for the removal, impound, storage or release of vehicles; and

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

WHEREAS, Vehicle Code Section 22850.5 imposed the following restrictions on the imposition of this 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 Sections 3068.1 to 3074, inclusive, of the Civil Code and Section 22851 of the Vehicle Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
- b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and
- d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

WHEREAS, it is unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the

registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

WHEREAS, a notice of public hearing with respect to the proposed new Traffic Violator Apprehension Program fee provided herein was given according to law; and

WHEREAS, a duly notice public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on November 19, 2024.

NOW, THEREFORE, the City Council of the City of San Clemente does, hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated fully herein.

SECTION 2. That on November 19, 2024, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of \$174.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

- 14602.6 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) Vehicle registration is incorrect, falsified or expired by more than six months
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

SECTION 3. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 4. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of the Civil Code and Section 22851 of the Vehicle Code, unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 5. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 6. The fee established herein complies with Vehicle Code Section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$174.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 7. The Sheriff shall not impose the fee established herein in 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 promptly to 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/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 8. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 7 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 9. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 10. That expenditures from the Traffic Violator Fund only include personnel costs who perform duties associated with the removal, storage, impound and release of vehicles.

SECTION 11. That until further order of the City Council, the 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 remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 12. That the Sheriff is authorized to make an annual fee change effective July 1st of each year, starting in July 2025, that adjusts the fee set forth in this Resolution, by an amount not to exceed the annual percentage on the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the Sheriff's cost as determined by additional cost studies prepared for the fee adjustment.

SECTION 13. That the annual fee change by the Sheriff will, without further action, be incorporated and adopted automatically by the City of San Clemente July 1 of each year or other effective date established and adopted by the Orange County Board of Supervisor and authorized by the Sheriff in the amounts so approved and adopted.

SECTION 14. That Resolution 21-11 and any other resolution in conflict herewith are hereby repealed and of no further force or effect. This Resolution supersedes Resolution No. 21-11.

SECTION 15. 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 19th day of November, 2024.

ATTEST:



City Clerk of the City of
San Clemente, California



Mayor of the City of San
Clemente, California

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

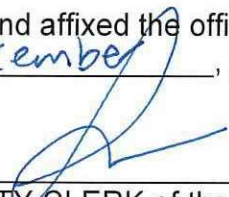
I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-169 was adopted at a regular meeting of the City Council of the City of San Clemente held on the 19th day of November 2024, by the following vote:

YES: DUNCAN, ENMEIER, KNOBLOCK, LOEFFLER, MAYOR CABRAL

NOES: NONE

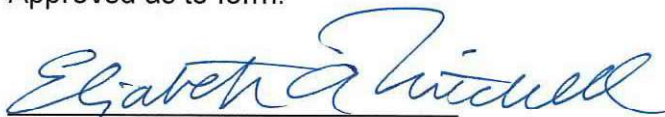
ABSENT: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this 9th day of December, 2024.



CITY CLERK of the City of
San Clemente, California

Approved as to form:



Elizabeth A. Mitchell, City Attorney

ATTACHMENT F

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

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

OCSD
BUDGET
USE ONLY

ATTACHMENT G**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.

ATTACHMENT H**SPECIAL SERVICES
San Clemente**

The County, by and through Sheriff, has entered into a separate License Agreement with Villa San Clemente, LLC, a California limited liability company (hereinafter referred to as “Licensor”) for Sheriff to have satellite office space at The Outlets at San Clemente (hereinafter referred to as “License Area”) for use by Sheriff’s personnel assigned to City. City will not be a party to this License Agreement but agrees to provide the following contributions for the development and financial support of the License Area: City will reimburse Sheriff for interior maintenance, repairs and janitorial services and supplies for the License Area that occur after the Commencement Date of the License.