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**AGREEMENT  
BETWEEN THE  
CITY OF LAGUNA WOODS  
AND THE  
COUNTY OF ORANGE**

**THIS AGREEMENT** is entered into this First day of May 2021, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

**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 and 55632, on the terms and conditions hereinafter set forth,

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2021 and terminate  
3 June 30, 2022 unless earlier terminated by either party or extended in the  
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION OR EXTENSION:**

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon  
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by  
9 June 30, 2022 for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, 2022 and June 30, 2023, law enforcement services  
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and  
12 CITY's Manager, on behalf of CITY, are authorized to execute a written  
13 amendment to this Agreement that provides as follows and does not  
14 materially alter other terms of the Agreement: SHERIFF shall continue to  
15 provide to CITY all or a designated part of the law enforcement services  
16 specified herein, for a specified time period between July 1, 2022 and  
17 August 31, 2022 and CITY shall pay COUNTY the full costs of providing  
18 such services. Such full costs may be greater than those listed herein for  
19 the period July 1, 2021 through June 30, 2022. SHERIFF and CITY  
20 Manager shall file copies of any such amendments to this Agreement with  
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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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. Personnel of each shift may work varying and different times
- 4 and may be deployed to other shifts when, in the opinion of SHERIFF and
- 5 CITY Manager, the need arises. Any long-term shift deployment change
- 6 will be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by COUNTY for
- 8 the period July 1, 2021 through June 30, 2022, is set forth in Attachment A
- 9 and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A in this Agreement that is provided to
- 11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
- 12 the option to terminate such service in the event the other city or cities that
- 13 contract(s) for the balance of the time of the employee providing the service
- 14 no longer pay(s) for such service and CITY does not request the Agreement
- 15 be amended to provide for payment of 100% of the cost of the employee
- 16 providing such service. The Maximum Obligation of CITY set forth in
- 17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
- 19 precise date specified in this Agreement. In those instances, SHERIFF
- 20 shall notify CITY Manager of the date or dates such service or services are
- 21 to be implemented. COUNTY shall reduce the monthly charges to CITY,
- 22 based on the actual date of implementation of the service or services.
- 23 Charges shall be reduced on the next monthly billing tendered in
- 24 accordance with Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
- 26 staff the CITY's Emergency Operations Center (EOC) with a Captain or
- 27 Sergeant to assist the CITY with the operations of the EOC. Such services
- 28 may be considered supplemental to the contract and chargeable to the CITY

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

2 on a time and material basis to the extent the services provided are at a  
3 level greater than that specified in Attachment A of this Agreement.

- 4 7. With respect to the licensing ordinances of CITY listed in Attachment B  
5 hereto, which is incorporated herein by this reference, SHERIFF shall  
6 receive applications for CITY licenses pursuant to said ordinances and  
7 complete investigations relating to such applications. Such investigations  
8 shall be forwarded to CITY Manager. COUNTY shall not provide any  
9 advisory, administrative, hearing or litigation attorney support or services  
10 related to licensing. COUNTY shall not provide any administrative or  
11 investigatory services related to the licensing ordinances listed in  
12 Attachment B hereto, except the investigations relating to initial applications  
13 for which this subsection provides.

14 In the event, CITY amends Attachment B, CITY's Manager, on behalf of  
15 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an  
16 amendment of this Agreement to substitute CITY's amended Attachment B  
17 hereto, as long as said Amendment to this Agreement does not materially  
18 change any other provision of this Agreement.

- 19 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
20 CITY Manager, on behalf of CITY, are authorized to execute written  
21 amendments to this Agreement to increase or decrease the level of service  
22 set forth in Attachment A, when SHERIFF and CITY Manager mutually  
23 agree that such increase or decrease in the level of service is appropriate.  
24 Any such amendment to the Agreement shall concomitantly increase or  
25 decrease the cost of services payable by CITY set forth in Attachment C  
26 and incorporated herein by this reference, and the Maximum Obligation of  
27 CITY set forth in Subsection G-2, in accordance with the current year's  
28 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall

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

2 file copies of any such amendments to this Agreement with the Clerk of  
3 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this  
4 Agreement executed by SHERIFF and CITY Manager may not, in the  
5 aggregate, increase or decrease the cost of services payable by CITY by  
6 more than one percent (1%) of the total cost originally set forth in  
7 Attachment C and the Maximum Obligation originally set forth in  
8 Subsection G-2.

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

- 14 9. SHERIFF shall consider input from the CITY Manager regarding the  
15 selection and assignment of a Captain to provide services to CITY.

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

- 17 1. Enhanced services for events on CITY property. At the request of CITY,  
18 through its City Manager, SHERIFF may provide enhanced law  
19 enforcement services for functions, such as community events, conducted  
20 on property that is owned, leased or operated by CITY. SHERIFF shall  
21 determine personnel and equipment needed for such enhanced services.  
22 To the extent the services provided at such events are at a level greater  
23 than that specified in Attachment A of this Agreement, CITY shall reimburse  
24 COUNTY for such additional services, at an amount computed by  
25 SHERIFF, based on the current year's COUNTY law enforcement cost  
26 study. The cost of these enhanced services shall be in addition to the  
27 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
28 SHERIFF shall bill CITY immediately after each such event.

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

2 2. Supplemental services for occasional events operated by private individuals  
3 and entities on non-CITY property. At the request of CITY, through its City  
4 Manager, and within the limitations set forth in this Subsection D-2,  
5 SHERIFF may provide supplemental law enforcement services to preserve  
6 the peace at special events or occurrences that occur on an occasional  
7 basis and are operated by private individuals or private entities on non-CITY  
8 property. SHERIFF shall determine personnel and equipment needed for  
9 such supplemental services, and will provide such supplemental services  
10 only if SHERIFF is able to do so without reducing the normal and regular  
11 ongoing services that SHERIFF otherwise would provide to CITY pursuant  
12 to this Agreement. Such supplemental services shall be provided only by  
13 regularly appointed full-time peace officers, at rates of pay governed by a  
14 Memorandum of Understanding between COUNTY and the bargaining  
15 unit(s) representing the peace officers providing the services. Such  
16 supplemental services shall include only law enforcement duties and shall  
17 not include services authorized to be provided by a private patrol operator,  
18 as defined in Section 7582.1 of the Business and Professions Code. Law  
19 enforcement support functions, including, but not limited to, clerical  
20 functions and forensic science services, may be performed by non-peace  
21 officer personnel if the services do not involve patrol or keeping the peace  
22 and are incidental to the provision of law enforcement services. CITY shall  
23 reimburse COUNTY its full, actual costs of providing such supplemental  
24 services at an amount computed by SHERIFF, based on the current year's  
25 COUNTY law enforcement cost study. The cost of these supplemental  
26 services shall be in addition to the Maximum Obligation of CITY set forth in  
27 Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately  
28 after each such event.

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

- 2 3. Supplemental services for events operated by public entities on non-CITY  
3 property. At the request of CITY, through its City Manager, and within the  
4 limitations set forth in this subsection D-3, SHERIFF may provide  
5 supplemental law enforcement services to preserve the peace at special  
6 events or occurrences that occur on an occasional basis and are operated  
7 by public entities on non-CITY property. SHERIFF shall determine  
8 personnel and equipment needed for such supplemental services, and will  
9 provide such supplemental services only if SHERIFF is able to do so  
10 without reducing services that SHERIFF otherwise would provide to CITY  
11 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual  
12 costs of providing such supplemental services at an amount computed by  
13 SHERIFF, based on the current year's COUNTY law enforcement cost  
14 study. The cost of these supplemental services shall be in addition to the  
15 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
16 SHERIFF shall bill CITY immediately after each such event.
- 17 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize  
18 the services of SHERIFF at events, for which CITY issues permits, that are  
19 operated by private individuals or entities or public entities. SHERIFF shall  
20 determine personnel and equipment needed for said events. If said events  
21 are in addition to the level of services listed in Attachment A of this  
22 Agreement, CITY shall reimburse COUNTY for such additional services at  
23 an amount computed by SHERIFF, based upon the current year's COUNTY  
24 law enforcement cost study. The cost of these services shall be in addition  
25 to the Maximum Obligation of CITY set forth in Subsection G-2 of this  
26 Agreement. SHERIFF shall bill CITY immediately after said services are  
27 rendered.

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

2 5. In accordance with Government Code Section 51350, COUNTY has  
3 adopted Board Resolution 89-1160 which identifies Countywide services,  
4 including but not limited to helicopter response. SHERIFF through this  
5 contract provides enhanced helicopter response services. The cost of  
6 enhanced helicopter response services is included in the cost of services  
7 set forth in Attachment C and in the Maximum Obligation of CITY set forth  
8 in Subsection G-2. COUNTY shall not charge any additional amounts for  
9 enhanced helicopter services after the cost of services set forth in  
10 Attachment C and in the Maximum Obligation set forth in Subsection G-2  
11 has been established without written notification to the CITY.

12 **E. PATROL VIDEO SYSTEMS:**

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY  
14 has provided, or will provide, patrol video systems (hereinafter called "PVS")  
15 that are or will be mounted in patrol vehicles designated by COUNTY for  
16 use within CITY service area.
- 17 2. SHERIFF has the exclusive right to use said PVS for law enforcement  
18 services related to this Agreement.
- 19 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and  
20 installation of PVS that are or will be mounted in patrol vehicles assigned to  
21 CITY, and b) recurring costs, as deemed necessary by COUNTY, including  
22 the costs of maintenance and contributions to a fund for replacement and  
23 upgrade of such PVS when they become functionally or technologically  
24 obsolete. The costs to be paid by CITY for recurring costs, including  
25 maintenance and replacement/upgrade of PVS, are included in the costs  
26 set forth in Attachment C and the Maximum Obligation of CITY set forth in  
27 Subsection G-2 of this Agreement unless CITY has already paid such  
28 costs. CITY shall not be charged additional amounts for maintenance or

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

2 replacement/upgrade of said PVS during the period July 1, 2021 through  
3 June 30, 2022.

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

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

20 **F. LICENSING SERVICES BY CITY:**

21 Upon receipt from COUNTY of investigations of applications for licenses  
22 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine  
23 whether to grant or deny the licenses and will issue the licenses or notify the  
24 applicants of denial. CITY shall provide all attorney services related to the  
25 granting, denial, revocation and administration of said licenses and the  
26 enforcement of CITY ordinances pertaining to said licenses.

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1 **G. PAYMENT:**

2 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
3 COUNTY the full costs of performing the services mutually agreed upon in  
4 this Agreement. The costs of services include salaries, wages, benefits,  
5 mileage, services, supplies, equipment, and divisional, departmental and  
6 COUNTY General overhead.

7 2. Unless the level of service set forth in Attachment A is increased or  
8 decreased by mutual agreement of the parties, or CITY is required to pay  
9 for increases as set forth in Subsection G-4, the Maximum Obligation of  
10 CITY for services, other than Licensing Services, set forth in Attachment A  
11 of this Agreement, to be provided by COUNTY for the period July 1, 2021  
12 through June 30, 2022 shall be \$3,068,532 as set forth in Attachment C.

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

18 3. COUNTY shall invoice CITY monthly. During the period of July 1, 2021  
19 through June 30, 2022, said invoices will require payment by CITY of  
20 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in  
21 Subsection G-2 of this Agreement, as said Maximum Obligation may have  
22 been increased or decreased pursuant to mutual agreement of the parties.  
23 In addition, if a determination is made that increases described in  
24 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata  
25 charges for such increases in its monthly invoices to CITY for the balance  
26 of the period between July 1, 2021 and June 30, 2022.

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

2 4a. At the time this Agreement is executed, there may be unresolved issues  
3 pertaining to potential changes in salaries and benefits for COUNTY  
4 employees. The costs of such potential changes are not included in the  
5 Fiscal Year 2021-22 cost set forth in Attachment C nor in the Fiscal Year  
6 2021-22 Maximum Obligation of CITY set forth in Subsection G-2 of this  
7 Agreement. If the changes result in the COUNTY incurring or becoming  
8 obligated to pay for increased costs for or on account of personnel whose  
9 costs are included in the calculations of costs charged to CITY hereunder,  
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
11 Subsection G-2 of this Agreement, the full costs of said increases to the  
12 extent such increases are attributable to work performed by such personnel  
13 after July 1, 2021, and CITY's Maximum Obligation hereunder shall be  
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
15 such increases on a pro-rata basis over the portion of the period between  
16 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that  
17 increases are payable. If the changes result in the COUNTY incurring or  
18 becoming obligated to pay for decreased costs for or on account of  
19 personnel whose costs are included in the calculations of costs charged to  
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
21 the extent such decreases are attributable to work performed by such  
22 personnel during the period July 1, 2021 through June 30, 2022, and  
23 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
24 accordingly. COUNTY shall reduce required payment by CITY in full for  
25 such decreases on a pro-rata basis over the portion of the period between  
26 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that  
27 the Maximum Obligation has decreased.

28 //

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

2 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
4 service to be provided to CITY, as set forth in Attachment A of this  
5 Agreement to a level that will make the Maximum Obligation of CITY  
6 hereunder for the period July 1, 2021 through June 30, 2022 an amount  
7 specified by CITY that is equivalent to or higher or lower than the Maximum  
8 Obligation set forth in Subsection G-2 for said period at the time this  
9 Agreement originally was executed. The purpose of such adjustment of  
10 service levels will be to give CITY the option of keeping its Maximum  
11 Obligation hereunder at the pre-increase level or at any other higher or  
12 lower level specified by CITY. In the event of such reduction in level of  
13 service and adjustment of costs, the parties shall execute an amendment to  
14 this Agreement so providing. Decisions about how to reduce the level of  
15 service provided to CITY shall be made by SHERIFF with the approval of  
16 CITY.

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

20 6. COUNTY shall charge CITY late payment penalties in accordance with the  
21 County Billing Policy.

22 7. As payment for the Licensing Services described in Subsection C-7 of this  
23 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
24 pursuant to CITY ordinances listed in Attachment B hereto. Retention of  
25 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
26 incurred by COUNTY in performing the functions related to licensing  
27 described in Subsection C-7; provided, however, that if any of said fees are  
28 waived or reduced by CITY, CITY shall pay to COUNTY the difference

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

2 between the amount of fees retained by COUNTY and the fees that were  
3 set forth in the ordinances listed in Attachment B at the time this Agreement  
4 was executed. If CITY increases the fee schedule for the licensing  
5 ordinances set forth in Attachment B, either party shall have the right to  
6 seek amendment of this Agreement with respect to the division of the  
7 increased fees between CITY and COUNTY.

- 8 8. Fees generated or collected by SHERIFF contract personnel for copying of  
9 documents related to the services provided in this Agreement will be at  
10 COUNTY-established rates and will be credited to CITY on an annual basis.  
11 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,  
12 which is incorporated herein by this reference.

13 **H. NOTICES:**

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

18 **CITY:** ATTN: CITY MANAGER  
19 24264 EL TORO ROAD  
20 LAGUNA WOODS, CA 92653

21  
22 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
23 SHERIFF-CORONER DEPARTMENT  
24 320 NORTH FLOWER STREET, SUITE 108  
25 SANTA ANA, CA 92703

- 26 2. Termination notices shall be effective when written and deposited in the  
27 United States mail, certified, return receipt requested and addressed as  
28 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 claims or litigation, shall be retained  
18 beyond said three-year period until final resolution of said audit, claim or  
19 litigation.

20 **K. ALTERATION OF TERMS:**

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

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1 **L. INDEMNIFICATION:**

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



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

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

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

16 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

- 17 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
18 Program”], which is operated by SHERIFF, and is designed to reduce  
19 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
20 are suspended and to educate the public about the requirements of the  
21 Vehicle Code and related safety issues with regard to driver licensing,  
22 vehicle registration, vehicle operation, and vehicle parking. The Program  
23 operates throughout the unincorporated areas of the COUNTY and in the  
24 cities that contract with COUNTY for SHERIFF’s law enforcement services,  
25 without regard to jurisdictional boundaries, because an area-wide approach  
26 to reduction of traffic accidents and driver education is most effective in  
27 preventing traffic accidents. In order for CITY to participate in the Program,  
28 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the

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

2 same amount as approved by COUNTY, as set forth in the resolution that is  
3 attached hereto as Attachment F and incorporated into this Agreement by  
4 reference [hereinafter called a "TVAP resolution"], and has directed that the  
5 revenue from such fee be used for the Program. CITY's participation in the  
6 Program may be terminated at any time by rescission or amendment of the  
7 TVAP resolution that is attached hereto as Attachment F. In the event CITY  
8 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
9 adopts a new TVAP resolution pertaining to the above-referenced fees and  
10 the Program, and 2) remains a participant in the Program thereafter, CITY's  
11 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
12 authority to execute an amendment of this Agreement to substitute CITY's  
13 amended or new TVAP resolution for Attachment F hereto, as long as said  
14 amendment to this Agreement does not materially change any other  
15 provision of this Agreement. As COUNTY updates its fees for the Program  
16 periodically, COUNTY will provide written notice to CITY of the updated  
17 fees. CITY'S participation in the Program will terminate if CITY determines  
18 not to adopt the updated fees for the Program.

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

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

- 23 • Ten one hundredths of one (0.10) Sergeant  
24 (8 hours per two-week pay period)
- 25 • One (1) Staff Specialist  
26 (80 hours per two-week pay period)
- 27 • One (1) Office Specialist  
28 (80 hours per two-week pay period)

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

- 2 4. Fee revenue generated by CITY may be used to reimburse CITY for  
3 expenditures for equipment and/or supplies directly in support of the  
4 Program. In order for an expenditure for equipment and/or supplies to be  
5 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
6 approval of the expenditure by using the form as shown in Attachment G.  
7 The request shall be submitted within the budget schedule established by  
8 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
9 following conditions are satisfied: 1) there are sufficient Program funds,  
10 attributable to revenue generated by CITY's fee, to pay for the requested  
11 purchase, and 2) CITY will use the equipment and/or supplies, during their  
12 entire useful life, only for purposes authorized by its TVAP resolution in  
13 effect at the time of purchase. In the event that CITY terminates its  
14 participation in the Program, CITY agrees that the equipment purchased by  
15 CITY and reimbursed by Program funds will continue to be used, during the  
16 remainder of its useful life, exclusively for the purposes authorized by  
17 CITY's TVAP resolution in effect at the time of purchase.
- 18 5. In the event the fees adopted by COUNTY, CITY and other participating  
19 jurisdictions are not adequate to continue operation of the Program at the  
20 level at which it operated previously, COUNTY, at the option of CITY, will  
21 reduce the level of Program service to be provided to CITY or will continue  
22 to provide the existing level of Program services. COUNTY will charge CITY  
23 the cost of any Program operations that exceed the revenue generated by  
24 fees. Such charges shall be in addition to the Maximum Obligation of CITY  
25 set forth in Subsection G-2 of this Agreement. The amount of any revenue  
26 shortfall charged to CITY will be determined, at the time the revenue  
27 shortfall is experienced, according to CITY's share of Program services  
28 rendered. In the event of a reduction in level of Program service,

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

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

6 **N. MOBILE DATA COMPUTERS:**

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

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

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

19 The costs to be paid by CITY for recurring costs, including maintenance  
20 and replacement/upgrade of MDCs, are included in the costs set forth in  
21 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
22 G-2 of this Agreement unless CITY has already paid such costs. CITY shall  
23 not be charged additional amounts for maintenance or  
24 replacement/upgrade of said MDCs during the period July 1, 2021 through  
25 June 30, 2022.

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

2 4. If, following the initial acquisition of MDCs referenced above, CITY requires  
3 MDCs for additional patrol cars designated for use in the CITY, or for  
4 CITY's Emergency Operations Center, COUNTY will purchase said  
5 additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a)  
6 the full costs of acquisition and installation of said additional MDCs, and b)  
7 the full recurring costs for said MDCs, as deemed necessary by COUNTY,  
8 including the costs of maintenance, and contributions to a fund for  
9 replacement and upgrade of such MDCs when they become functionally or  
10 technologically obsolete. Said costs related to additional MDCs are not  
11 included in, and are in addition to, the costs set forth in Attachment C and  
12 the Maximum Obligation of CITY set forth in Subsection G-2 of this  
13 Agreement.

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

19 **O. E-CITATION UNITS:**

20 1. As part of the law enforcement services to be provided to CITY, COUNTY  
21 has provided, or will provide, E-Citation units designated by COUNTY for  
22 use within CITY limits.

23 2. SHERIFF has the exclusive right to use said E-Citation units for law  
24 enforcement services related to this Agreement.

25 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
26 E-Citation units that are assigned to CITY, and b) recurring costs, as  
27 deemed necessary by COUNTY, including the costs of maintenance and  
28 contributions to a fund for replacement and upgrade of such E-Citation units

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

2 when they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance  
4 and replacement/upgrade of E-Citation units, are included in the costs set  
5 forth in Attachment C and the Maximum Obligation of CITY set forth in  
6 Subsection G-2 of this Agreement unless CITY has already paid such  
7 costs. CITY shall not be charged additional amounts for maintenance or  
8 replacement/upgrade of said E-Citation units during the period July 1, 2021  
9 through June 30, 2022.

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

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

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**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA WOODS**

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

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>INVESTIGATION SERVICES:</b>			
Investigator		0.50	40 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Sergeant	Patrol/Traffic	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol/Traffic	0.34	27.20 hrs./per two wk. pay period
Deputy Sheriff II	Patrol/Traffic	6.00	each, 80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>7.84</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	2.45%
Deputy Sheriff II	Traffic	4.00	2.45%
Investigative Assistant	Traffic	2.00	2.45%
Office Specialist	Traffic	1.00	2.45%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	2.59%
Investigator	Auto Theft	2.00	2.59%
Investigative Assistant	Auto Theft	1.00	2.59%
Office Specialist	Auto Theft	1.00	2.59%
<b>DIRECT ENFORCEMENT:</b>			
Sergeant	DET	1.00	0.39%
Investigator	DET	1.00	0.39%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	1.27%
<b>TOTAL</b>		<b>15.90</b>	



**ATTACHMENT B**

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**CITY OF LAGUNA WOODS  
LICENSING ORDINANCES**

- BINGO GAME
- BINGO OFFICIAL
- CANVASSER/SOLICITOR
- COIN DEALER
- COMMERCIAL FORTUNETELLER
- DANCE INSTRUCTOR (NUDE)
- DANCE STUDIO (NUDE)
- ESCORT
- ESCORT BUREAU
- FIGURE MODEL (NUDE)
- FIGURE MODEL STUDIO (NUDE)
- GUN DEALER
- INTERLOCUTRIX (NUDE)
- INTRODUCTORY SERVICE
- JUNK COLLECTOR
- JUNK DEALER
- MEDICAL MARIJUANA DISPENSARY
- PEDDLER
- POOL ROOM
- PUBLIC DANCE
- RAP SESSION (NUDE)
- SECONDHAND DEALER (Pawnbroker)
- TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA WOODS**

**"PAYMENT"  
(Subsection G-2)**

**COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>INVESTIGATION SERVICES:</b>				
Investigator		0.50	\$ 367,242	\$ 183,621
<b>PATROL AND TRAFFIC SERVICES:</b>				
Sergeant	Patrol/Traffic	1.00	\$ 364,762	\$ 364,762
Sergeant	Patrol/Traffic	0.34	\$ 364,762	\$ 124,019
Deputy Sheriff II	Traffic	6.00	\$ 303,276	\$ 1,819,653
<b>TOTAL POSITIONS</b>		<b>7.84</b>		<b>\$ 2,492,055</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	2.45%	\$ 7,268
Deputy Sheriff II	Traffic	4.00	2.45%	\$ 35,470
Investigative Assistant	Traffic	2.00	2.45%	\$ 7,386
Office Specialist	Traffic	1.00	2.45%	\$ 2,804
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	2.59%	\$ 3,837
Investigator	Auto Theft	2.00	2.59%	\$ 17,810
Investigative Assistant	Auto Theft	1.00	2.59%	\$ 3,869
Office Specialist	Auto Theft	1.00	2.59%	\$ 2,934
<b>DIRECT ENFORCEMENT:</b>				
Sergeant	DET	1.00	0.39%	\$ 1,678
Investigator	DET	1.00	0.39%	\$ 1,536
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	1.27%	\$ 3,804
<b>TOTAL REGIONAL/SHARED</b>		<b>15.90</b>		<b>\$ 88,396</b>

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; one (1) E-citation unit; enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for five and thirty-four hundredths (5.34) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for four and thirty-four hundredths (4.34) units; premium pay for bilingual staff, education pay, MARTpay and on-call pay; services and supplies; and transportation charges.

**CREDITS:**

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement for false alarms; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2021-22; reimbursement for restitution.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 488,081</b>
<b>TOTAL COST OF SERVICES (Subsection G-2)</b>	<b>\$ 3,068,532</b>

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

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

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

**II. DEFINITIONS**

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

**III. FIXED PRICE CONTRACTS**

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

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

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

#### IV. ACTUAL COST CONTRACTS

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

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

#### V. PAYMENT DUE DATES

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

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

## VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

## VII. COLLECTIONS

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

## VIII. DISCOUNT FOR EARLY PAYMENT

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

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

**IX. DEFERRED REVENUE**

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

**X. COST RECOVERY**

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

**XI. EXISTING CONTRACTS**

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

**XII. DEVIATIONS FROM POLICY**

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

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

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

**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 F

**RESOLUTION NO. 21-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 01-11; ADOPTING A MODIFIED ADMINISTRATIVE FEE TO RECOVER NO MORE THAN THE ORANGE COUNTY SHERIFF'S DEPARTMENT'S REASONABLE ADMINISTRATIVE COSTS RELATING TO THE REMOVAL, IMPOUND, STORAGE, OR RELEASE OF VEHICLES PROPERLY IMPOUNDED PURSUANT TO THE CALIFORNIA VEHICLE CODE ("TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE"); AND, DETERMINING THAT THE FEE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, pursuant to applicable California law, cities may charge rates or fees that are equal to or less than the reasonably anticipated costs of providing a service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

**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, as well as to educate the public about the requirements of the California Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

**WHEREAS**, the Sheriff operates the 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; and

**WHEREAS**, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between unincorporated areas of Orange County and the cities, serves the public purposes of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to the reduction of traffic accidents and driver education 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 and 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 to authority under the California Vehicle Code as follows:

California 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 72 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 sections 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

; and

**WHEREAS**, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that were applicable in the unincorporated areas of Orange County. The fees that were established by County of Orange Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

**WHEREAS**, California Vehicle Code Section 22850.5 authorizes the City 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**, on April 18, 2001, the City Council adopted Resolution No. 01-11, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County of Orange's fees as set forth in County of Orange Resolution No. 00-96; and

**WHEREAS**, the Orange County Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

**WHEREAS**, the Orange County Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

**WHEREAS**, the Orange County Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, impound, storage, and release of vehicles in accordance with the California Vehicle Code; and

**WHEREAS**, the City's existing Traffic Violator Apprehension Program fees differ based on whether a subject vehicle is licensed or unlicensed; and

**WHEREAS**, a cost study prepared in September 2020 by the Sheriff determined that due to technological advancements for determining the licensed status of drivers, the difference in fee based on whether a vehicle is licensed or unlicensed is no longer supported by the actual administrative costs relating to the removal, impound, storage, and release of a vehicle; and

**WHEREAS**, the September 2020 cost study prepared by the Sheriff also calculated the reasonable administrative costs relating to the removal, impound, storage, and release of a vehicle in the amount of \$144 per removal; and

**WHEREAS**, on November 17, 2020, the Orange County Board of Supervisors adopted Resolution No. 20-161, which updated the County of Orange's Traffic Violator Apprehension Program fees based on the September 2020 cost study prepared by the Sheriff and, in doing so, reviewed findings of compliance with Section 1(e)(2) of Article XIIC of the California Constitution; and

**WHEREAS**, consistent with the City's authority under California Vehicle Code Section 22850.5, the Sheriff has requested that the City modify its Traffic Violator Apprehension Program fees to match the County of Orange's updated fee; and

**WHEREAS**, the City Council desires to modify its Traffic Violator Apprehension fees to match the County of Orange's updated fee; and

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

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

- (a) The charges shall only be imposed on the registered owner or the agents of that owner and 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, and Section 22851 of, the Civil 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 [the California Vehicle Code]; and
- (d) No charge may 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. In addition, the charge may be imposed only upon the person requesting that hearing or appeal.

; and

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

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

**WHEREAS**, the City Council conducted a duly noticed public hearing at its regular meeting on February 17, 2021 regarding the proposed adoption of a modified Traffic Violator Apprehension Program Fee; and

**WHEREAS**, public noticing for the aforementioned public hearing included publication in the *Laguna Woods Globe*; and

**WHEREAS**, the existing and proposed Traffic Violator Apprehension Program fees, as well as the September 2020 cost study prepared by the Sheriff, were made available to the public at and from Laguna Woods City Hall beginning on February 1, 2021, and on the City's website beginning on February 10, 2021; and

**WHEREAS**, after consideration of the information provided by City staff, the attachments to the agenda report for the February 17, 2021 public hearing, the City's costs to participate in the Traffic Violator Apprehension Program, and all public comments and testimony received, the City Council finds that it is in the best interest of the City to adopt a modified Traffic Violator Apprehension Program fee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines and certifies that this action is not subject to the California Environmental Quality Act (Pub. Resources Code, Sec. 21000 et seq.) ("CEQA") pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guideline section 15378(b)(4) excludes "government funding mechanisms or other government fiscal activities" from its definition of "project" when they "do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," as is the case here. Even if this action were subject to CEQA, it would be categorically exempt under CEQA Guideline section 15273, which applies to the establishment, modification, structuring, restructuring,

or approval of rates, tolls, fares, or other charges by the City, when such charges are for the purpose of (1) meeting operating expenses, including employee wage rates and fringe benefits, and (2) purchasing or leasing supplies, equipment, or materials – as is the case with the Traffic Violator Apprehension Program Fee. Finally, this action is exempt from CEQA based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 3.** Upon the effective date of the Traffic Violator Apprehension Program Fee set forth in Section 4 of this resolution, all previous Traffic Violator Apprehension Program fees adopted by resolution of the City Council shall be repealed including, without limitation, Resolution No. 01-11.

**SECTION 4.** On February 18, 2021, 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 California Vehicle Code listed below:

A fee of \$144 for each removal of a vehicle in accordance with or on account of violation of California Vehicle Code sections:

California 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 72 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 sections 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

In adopting such fee, the City Council finds that the amount of the fee does not exceed the reasonable costs of providing the services for which the fee is charged.

; and

**SECTION 5.** 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 6.** The fee established herein shall only be imposed on the registered owner or the agent of the registered owner of the impounded vehicle, and 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, and Section 22851 of, the California Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

**SECTION 7.** The fee established herein shall be collected only from the registered owner or an agent of the registered owner of the impounded vehicle, and shall be in addition to any other charges authorized or imposed pursuant to the California Vehicle Code.

**SECTION 8.** The fee established herein complies with California Vehicle Code Section 22850.5(b)(4) as the supporting September 2020 cost study prepared by the Sheriff did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

**SECTION 9.** 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 registered owner makes 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; and/or,

(d) when it is demonstrated to the satisfaction of the Sheriff's designated personnel that neither the registered owner of the vehicle nor his/her/their agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle

**SECTION 10.** 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 this resolution 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 Sheriff's designated personnel. 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 Sheriff's designated personnel or his/her/their designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

**SECTION 11.** Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund described herein. Proceeds from the Traffic Violator Fund shall be used in conformance with the County of Orange'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.

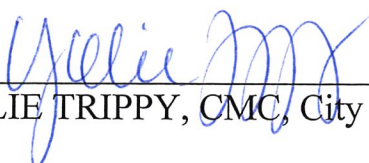
**SECTION 12.** Until further order of the City Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

**SECTION 13.** The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 17<sup>th</sup> day of February 2021.

  
SHARI L. HORNE, Mayor

ATTEST:

  
YOLIE TRIPPY, CMC, City Clerk

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.  
CITY OF LAGUNA WOODS )

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 21-04** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 17<sup>th</sup> day of February 2021, by the following vote:

AYES: COUNCILMEMBERS: Conners, Hatch, Tao, Moore, Horne

NOES: COUNCILMEMBERS: -

ABSENT: COUNCILMEMBERS: -



\_\_\_\_\_  
YOLIE TRIPPY, CMC, City Clerk



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

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

OCSD  
BUDGET  
USE ONLY