

**AGREEMENT
 BETWEEN THE
 CITY OF RANCHO SANTA MARGARITA
 AND THE
 COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~Seventh~~First day of May 2021~~0~~ which date is enumerated for purposes of reference only, by and between the CITY OF RANCHO SANTA MARGARITA, 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:

//
 //
 //
 //
 //
 //
 //
 //
 //
 //

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION.....	3
C. REGULAR SERVICES BY COUNTY.....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY.....	6
E. PATROL VIDEO SYSTEMS.....	9
F. LICENSING SERVICES BY CITY.....	10
G. PAYMENT.....	10
H. NOTICES.....	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT.....	15
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION.....	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	19
O. E-CITATION UNITS.....	21
SIGNATURE PAGE.....	23

- | | |
|--------------|-----------------------------------|
| Attachment A | Regular Services by County |
| Attachment B | City Ordinances |
| Attachment C | Payment |
| Attachment D | County Billing Policy |
| Attachment E | Forfeited and Seized Asset Policy |
| Attachment F | TVAP Resolution |
| Attachment G | TVAP Form |

//
//
//

A. TERM:

The term of this Agreement shall commence July 1, 202~~10~~ and terminate June 30, 202~~24~~ unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

1. COUNTY or CITY may terminate this Agreement, without cause, upon one-hundred and eighty (180) days written notice to the other party.
2. If COUNTY and CITY have not entered into a written agreement by June 30, 202~~24~~ for COUNTY to provide to CITY, during all or part of the period between July 1, 202~~24~~ and June 30, 202~~32~~, law enforcement services similar to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's Manager, on behalf of CITY, are authorized to execute a written amendment to this Agreement that provides as follows and does not materially alter other terms of the Agreement: SHERIFF shall continue to provide to CITY all or a designated part of the law enforcement services specified herein, for a specified time period between July 1, 202~~24~~ and August 31, 202~~24~~, and CITY shall pay COUNTY the full costs of providing such services. Such full costs may be greater than those listed herein for the period July 1, 202~~10~~ through June 30, 202~~24~~. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

C. REGULAR SERVICES BY COUNTY:

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

//

C. REGULAR SERVICES BY COUNTY: (Continued)

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's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 202~~10~~ through June 30, 202~~21~~ is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 shall be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. SHERIFF shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the ~~Captain~~Lieutenant in charge of CITY Police Services. If SHERIFF determines that the ~~Captain~~Lieutenant is needed elsewhere,

SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the ~~Captain~~Lieutenant to

C. REGULAR SERVICES BY COUNTY: (Continued)

CITY as soon as possible once the emergency situation is under control.

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. 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 listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.
8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one

percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

C. REGULAR SERVICES BY COUNTY: (Continued)

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

D. 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. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, 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 set forth in Subsection G-2 of this Agreement. 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, and within the limitations set forth in this Subsection D-2, 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

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

ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. 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 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 set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without

reducing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual costs of

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

providing such supplemental services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in

Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

//

E. PATROL VIDEO SYSTEMS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within CITY service area.
2. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 202~~19~~ through June 30, 202~~21~~.

4. If, following the initial acquisition of PVS referenced above, CITY requires PVS for additional patrol cars designated for use in the CITY service area, COUNTY will purchase said additional PVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional PVS, and b) the full recurring costs for said PVS, as deemed necessary by COUNTY, including the costs of maintenance, and

contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete. Said costs related to additional PVS are not included in, and are in addition to, the costs set forth

E. PATROL VIDEO SYSTEMS: (Continued)

in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

5. COUNTY will replace and/or upgrade PVS as needed. The costs of replacing/upgrading PVS 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 PVS.

F. LICENSING SERVICES BY CITY:

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

G. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A

of this Agreement, to be provided by COUNTY for the period July 1, 202~~10~~¹⁹ through June 30, 202~~24~~²³ shall be ~~\$9,903,013~~ \$10,296,253 as set forth in Attachment C.

//

G. PAYMENT: (Continued)

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

3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~10~~¹⁹ through June 30, 202~~24~~²³, said invoices will require payment of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 202~~10~~¹⁹ and June 30, 202~~24~~²³.
- 4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 202~~10-224~~¹⁹⁻²³ cost set forth in Attachment C nor in the Fiscal Year 202~~10-224~~¹⁹⁻²³ Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. If the 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, in addition to the Maximum Obligation set forth in

Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 202~~10~~, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for

G. PAYMENT: (Continued)

such increases on a pro-rata basis over the portion of the period between July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 202~~10~~ through June 30, 202~~24~~, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

- 4b. If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 202~~10~~ through June 30, 202~~24~~ an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection G-2 for said period at the time this Agreement originally was executed. 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 Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

G. PAYMENT: (Continued)

5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment D and incorporated herein by this reference.
6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.
7. As payment for the Licensing Services described in Subsection C-7 of this Agreement, COUNTY shall retain all fees paid by applicants for licenses pursuant to CITY ordinances listed in Attachment B hereto. 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 described in Subsection C-7; 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 ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.
8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

//

//

//

//

H. NOTICES:

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

CITY: ATTN: CITY MANAGER
22112 EL PASEO
RANCHO SANTA MARGARITA, CA 92688

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees

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

//

//

//

J. 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 (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement 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.

K. ALTERATION OF TERMS:

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

L. INDEMNIFICATION:

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents, employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent

contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or

L. INDEMNIFICATION: (Continued)

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

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature,

and COUNTY shall defend, at its expense, including attorney fees, and with counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

M. 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 a fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by COUNTY, as and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said 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 Agreement to substitute CITY's amended or new resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. 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.

//

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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, the CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by the SHERIFF. The 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.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

N. 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 Agreement.

//

//

//

//

//

N. MOBILE DATA COMPUTERS: (Continued)

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 202~~10~~ through June 30, 202~~21~~.

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 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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.

//

//

//

N. MOBILE DATA COMPUTERS: (Continued)

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.

O. E-CITATION UNITS:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in

Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 202~~19~~ through June 30, 202~~2~~4.

//

//

//

//

O. E-CITATION UNITS: (Continued)

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 Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

//

//

//
//
//
//
//
//
//
//
//
//

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

DATED: _____

CITY OF RANCHO SANTA MARGARITA

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

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

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

|

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	2.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		0.33	26.40 hrs./ per two wk. pay period
PATROL, TRAFFIC, COMMUNITY SUPPORT, AND SPECIAL ENFORCEMENT SERVICES*:			
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Traffic	2.00	each, 80 hrs./ per two wk. pay period
TOTAL		29.33	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	4.81%
Deputy Sheriff II	Traffic	4.00	4.81%
Investigative Assistant	Traffic	2.00	4.81%
Office Specialist	Traffic	1.00	4.81%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	3.11%
Investigator	Auto Theft	2.00	3.11%
Investigative Assistant	Auto Theft	1.00	3.11%
Office Specialist	Auto Theft	1.00	3.11%
DET:			
Sergeant	DET	1.00	7.61%
Investigator	DET	1.00	7.61%
COURTS:			
Investigative Assistant	Courts	2.00	13.51%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.00%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 433,939	\$ 433,939
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 363,174	\$ 363,174
Sergeant	Patrol	2.00	\$ 363,174	\$ 726,348
INVESTIGATION SERVICES:				
Investigator		1.00	\$ 354,899	\$ 354,899
Investigative Assistant		1.00	\$ 191,463	\$ 191,462
Investigative Assistant		0.33	\$ 191,463	\$ 63,184
PATROL, TRAFFIC, COMMUNITY SUPPORT AND SPECIAL ENFORCEMENT SERVICES:				
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	\$ 300,950	\$ 6,319,950
ADDITIONAL SERVICES:				
Community Services Officer	Traffic	2.00	\$ 137,502	\$ 275,004
TOTAL POSITIONS		29.33		\$ 8,727,960

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	4.81%	\$ 14,298
Deputy Sheriff II	Traffic	4.00	4.81%	\$ 69,759
Investigative Assistant	Traffic	2.00	4.81%	\$ 14,530
Office Specialist	Traffic	1.00	4.81%	\$ 5,514
AUTO THEFT:				
Sergeant	Auto Theft	0.30	3.11%	\$ 4,605
Investigator	Auto Theft	2.00	3.11%	\$ 21,377
Investigative Assistant	Auto Theft	1.00	3.11%	\$ 4,642
Office Specialist	Auto Theft	1.00	3.11%	\$ 3,520
DET:				
Sergeant	DET	1.00	7.61%	\$ 32,894
Investigator	DET	1.00	7.61%	\$ 30,083
COURTS:				
Investigative Assistant	Courts	2.00	13.51%	\$ 40,014
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.00%	\$ 30,979
TOTAL REGIONAL/SHARED		16.90		\$ 272,215

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; enhanced helicopter response services; E-Citation recurring costs for three (3) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and a half (18.5) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fourteen and a half (14.5) units; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

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

TOTAL OTHER CHARGES AND CREDITS	\$ 1,296,078
TOTAL COST OF SERVICES (Subsection G-2)	\$ 10,296,253

RESOLUTION NO. 21-04-28-01~~00-07-06-05~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE. REPEALING RESOLUTION 00-07-06-05 AND FINDING THAT THE ACTION IS STATURORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8). ~~AND ADOPTION OF IMPOUND FEES~~

The City Council of the City of Rancho Santa Margarita, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Rancho Santa Margarita contracts with the Orange County Sheriff's Department ("OCSD") for law enforcement services; and

WHEREAS, he OCSD 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 regarding driver licensing, vehicle registration, vehicle operation, and parking; and ~~as a contract city, the City of Rancho Santa Margarita is eligible to participate in the County's new Traffic Violator Apprehension Program; and~~

WHEREAS, the OCSD operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Rancho Santa Margarita) that contract with OCSD for law enforcement services; and ~~the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and~~

WHEREAS, operating the Traffic Violator Apprehension Program on an areawide 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 the Traffic Violator Apprehension Program is funded by a Traffic Safety Grant from the State of California and on-going revenues will be generated from the collection of vehicle impound fees within the unincorporated areas of the County and participating cities that contract for law enforcement services with the Orange County Sheriff's Department; 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 are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and the County Board of Supervisors has established a fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle and a \$152 fee for each vehicle impounded for 30 days, based on the actual administrative costs for the identification and apprehension of drivers with suspended or revoked licenses or unlicensed motorists; and

WHEREAS, on July 6, 2000, the Rancho Santa Margarita City Council adopted Resolution No. 00-07-06-05, which authorized OCSD 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. 00-96; and, all of the Impound fees will be collected by the County and deposited into a Traffic Violator Apprehension Fund for use by this program exclusively.

WHEREAS, the Board of Supervisors has directed the funds collected from the Traffic Violator Apprehension Program to be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

WHEREAS, the OCSD impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

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 G) 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 City Council, by resolution, to establish a fee equal to the administrative costs related to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

WHEREAS, a cost study prepared in 2020 by the OCSD, attached hereto as Exhibit "A" and incorporated herein by reference, demonstrates the need to update the County's Traffic Violator Apprehension Program fees. The OCSD's cost study determines that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is \$144.00 per removal; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of \$144.00 per removal; and

WHEREAS, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension Program fees to match the County's new fee of \$144.00 per removal; 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, 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, 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 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, in addition to the limitations set forth above, it is also 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, a Notice of Public Hearing with respect to the proposed updated fee was given according to law and a Public Hearing with respect to the proposed updated was held on the 14Th day of April.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City is authorized to continue to participate in the Orange County Sheriff's Department Traffic Violator Apprehension Program as

part of the City's contract for law enforcement services with OCSD.

SECTION 3. Effective immediately, a fee of \$144.00 shall be charged 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 the Vehicle Code provisions listed below:

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 G) 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 4. The OCSD 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 5. 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, 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.

SECTION 6. 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 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 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 8. The OCSD 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 9. A registered owner or an agent of a registered owner who believes they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the OCSD 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 OCSD, the Administrative Sergeant or 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 10. The OCSD is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund and shall be used in conformance with the County's restrictions for the Traffic Violator Fund and with any applicable provisions set forth in the City's agreement with the OCSD for law enforcement services; and

SECTION 11. 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 12. The City Council finds that the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines and Section 21080(b)(8) of the Public

Resources Code, which provide that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of meeting operating requirements. The City's approval of the Traffic Violator Apprehension Program fee is not designed to increase services, but rather it is designed to update the City's existing fee regulations to reflect the County's 2020 cost study. Updating the City's Traffic Violator Apprehension Program fee will assist Police Services in meeting operating expenses associated with the removal, impoundment, and storage of vehicles, as authorized under the Vehicle Code, and does not undertake any activity that has the potential for causing a significant impact on the environment. In accordance with such determination, City Staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 13. City Council Resolution No. 00-07-06-05 is hereby repealed and superseded by this Resolution.

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF APRIL, 2021.

~~NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:~~

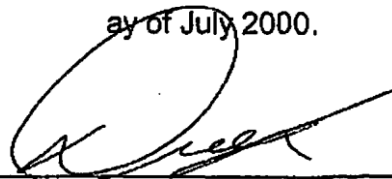
~~SECTION 1. Authorize the City of Rancho Santa Margarita to participate in the Traffic Violator Apprehension Fund; and~~

~~SECTION 2. A fee of \$50.00 shall be charged and collected for each vehicle towed/stored/impounded as a result of the negligent operation of a vehicle, and a fee of \$152.00 shall be charged and collected for each vehicle impounded for thirty (30) days or more.~~

~~SECTION 3. The City Clerk shall certify the adoption of this resolution.~~


~~PASSED, APPROVED AND ADOPTED this 6th d~~

ay of July, 2000.



DEBRA H. LEWIS, MAYOR

ATTEST:


WILLIAM O. TALLEY, CITY CLERK

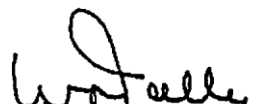
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF RANCHO SANTA MARGARITA)

I, William O. Talley, City Clerk of the City of Rancho Santa Margarita, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 00-07-06-05 adopted by the City Council of the City of Rancho Santa Margarita, California, at a regular meeting thereof, held on the 6th day of July 2000 by the following vote: -

AYES: Council Members Blais, Thompson, Thor, Mayor Pro Tempore Gamble, and Mayor Lewis

NOES: None

ABSENT: None


WILLIAM O. TALLEY, CITY CLERK

Oeyor :&.ncbo Santa Margarita

Millr Debra H. Lewla • M111tr Prt 7'1•1•" Carol Gamble
C••ril At••l•rt Nell C. Blais, Gar:r Thompson, .J•••• M. Tbol'

CERTIFICAnON

STATE OF CAUFORNIA)
COUNTY OF ORANGE) 88.
CITY OF RANCHO SANTA MARGARITA)

I, MARSHA J. MILLER. Deputy City Clerk of the City of Rancho Santa Margarita, C&llfomla, DO HEREBY CERTIFY that the attached Is a true and correct copy of Resolution No. 00-07..08-05 adopted by the City Council of the City of Rancho Santa Margartta, CaflfomJa, at a regular meeting thereof held on the&" day of July 2000.

.t&/6, .—
J. ER
Deputy City aerk
Rancho Santa Margarita, Callfomla

DATED: This 12" day of August 2000

Phone: (415) 618-1800 • Fax: (415) 618-1840

ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	2.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
Investigative Assistant		0.33	26.40 hrs./ per two wk. pay period
PATROL, TRAFFIC, COMMUNITY SUPPORT, AND SPECIAL ENFORCEMENT SERVICES*:			
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Community Services Officer	Traffic	2.00	each, 80 hrs./ per two wk. pay period
TOTAL		29.33	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	4.81%
Deputy Sheriff II	Traffic	4.00	4.81%
Investigative Assistant	Traffic	2.00	4.81%
Office Specialist	Traffic	1.00	4.81%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	3.11%
Investigator	Auto Theft	2.00	3.11%
Investigative Assistant	Auto Theft	1.00	3.11%
Office Specialist	Auto Theft	1.00	3.11%
DET:			
Sergeant	DET	1.00	7.61%
Investigator	DET	1.00	7.61%
COURTS:			
Investigative Assistant	Courts	2.00	13.51%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	8.00%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF RANCHO SANTA MARGARITA**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 433,939	\$ 433,939
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 363,174	\$ 363,174
Sergeant	Patrol	2.00	\$ 363,174	\$ 726,348
INVESTIGATION SERVICES:				
Investigator		1.00	\$ 354,899	\$ 354,899
Investigative Assistant		1.00	\$ 191,463	\$ 191,462
Investigative Assistant		0.33	\$ 191,463	\$ 63,184
PATROL, TRAFFIC, COMMUNITY SUPPORT AND SPECIAL ENFORCEMENT SERVICES:				
Deputy Sheriff II	(Patrol, MC, SET, DET & Child Safety)	21.00	\$ 300,950	\$ 6,319,950
ADDITIONAL SERVICES:				
Community Services Officer	Traffic	2.00	\$ 137,502	\$ 275,004
TOTAL POSITIONS		29.33		\$ 8,727,960

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	4.81%	\$ 14,298
Deputy Sheriff II	Traffic	4.00	4.81%	\$ 69,759
Investigative Assistant	Traffic	2.00	4.81%	\$ 14,530
Office Specialist	Traffic	1.00	4.81%	\$ 5,514
AUTO THEFT:				
Sergeant	Auto Theft	0.30	3.11%	\$ 4,605
Investigator	Auto Theft	2.00	3.11%	\$ 21,377
Investigative Assistant	Auto Theft	1.00	3.11%	\$ 4,642
Office Specialist	Auto Theft	1.00	3.11%	\$ 3,520
DET:				
Sergeant	DET	1.00	7.61%	\$ 32,894
Investigator	DET	1.00	7.61%	\$ 30,083
COURTS:				
Investigative Assistant	Courts	2.00	13.51%	\$ 40,014
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	8.00%	\$ 30,979
TOTAL REGIONAL/SHARED		16.90		\$ 272,215

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; enhanced helicopter response services; E-Citation recurring costs for three (3) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and a half (18.5) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for fourteen and a half (14.5) units; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

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

TOTAL OTHER CHARGES AND CREDITS	\$ 1,296,078
TOTAL COST OF SERVICES (Subsection G-2)	\$ 10,296,253

ATTACHMENT F

RESOLUTION NO. 21-04-28-01~~00-07-06-05~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE. REPEALING RESOLUTION 00-07-06-05 AND FINDING THAT THE ACTION IS STATURORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8). ~~AND ADOPTION OF IMPOUND FEES~~

The City Council of the City of Rancho Santa Margarita, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Rancho Santa Margarita contracts with the Orange County Sheriff's Department ("OCSD") for law enforcement services; and

WHEREAS, he OCSD 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 regarding driver licensing, vehicle registration, vehicle operation, and parking; and ~~as a contract city, the City of Rancho Santa Margarita is eligible to participate in the County's new Traffic Violator Apprehension Program; and~~

WHEREAS, the OCSD operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Rancho Santa Margarita) that contract with OCSD for law enforcement services; and ~~the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and~~

WHEREAS, operating the Traffic Violator Apprehension Program on an areawide 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

ATTACHMENT F

approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and the Traffic Violator Apprehension Program is funded by a Traffic Safety Grant from the State of California and on-going revenues will be generated from the collection of vehicle impound fees within the unincorporated areas of the County and participating cities that contract for law enforcement services with the Orange County Sheriff's Department; 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 are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and the County Board of Supervisors has established a fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle and a \$152 fee for each vehicle impounded for 30 days, based on the actual administrative costs for the identification and apprehension of drivers with suspended or revoked licenses or unlicensed motorists; and

WHEREAS, on July 6, 2000, the Rancho Santa Margarita City Council adopted Resolution No. 00-07-06-05, which authorized OCSD 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. 00-96; and, all of the Impound fees will be collected by the County and deposited into a Traffic Violator Apprehension Fund for use by this program exclusively.

WHEREAS, the Board of Supervisors has directed the funds collected from the Traffic Violator Apprehension Program to be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

WHEREAS, the OCSD impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

ATTACHMENT F

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 (g) 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 City Council, by resolution, to establish a fee equal to the administrative costs related to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

WHEREAS, a cost study prepared in 2020 by the OCSD, attached hereto as Exhibit "A" and incorporated herein by reference, demonstrates the need to update the County's Traffic Violator Apprehension Program fees. The OCSD's cost study determines that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is \$144.00 per removal; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of \$144.00 per removal; and

WHEREAS, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension Program fees to match the County's new fee of \$144.00 per removal; 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

ATTACHMENT F

a whole, will bear the administrative costs of such impounds; 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, 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 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, in addition to the limitations set forth above, it is also 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, a Notice of Public Hearing with respect to the proposed updated fee was given according to law and a Public Hearing with respect to the proposed updated was held on the 14Th day of April.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City is authorized to continue to participate in the Orange County Sheriff's Department Traffic Violator Apprehension Program as

ATTACHMENT F

part of the City's contract for law enforcement services with OCSD.

SECTION 3. Effective immediately, a fee of \$144.00 shall be charged 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 the Vehicle Code provisions listed below:

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 G) 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 4. The OCSD is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to

ATTACHMENT F

the fee.

SECTION 5. 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, 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.

SECTION 6. 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 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 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 8. The OCSD 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 9. A registered owner or an agent of a registered owner who believes they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the OCSD 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 OCSD, the Administrative Sergeant or 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 10. The OCSD is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund and shall be used in conformance with the County's restrictions for the Traffic Violator Fund and with any applicable provisions set forth in the City's agreement with the OCSD for law enforcement services; and

SECTION 11. 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 12. The City Council finds that the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines and Section 21080(b)(8) of the Public

ATTACHMENT F

Resources Code, which provide that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of meeting operating requirements. The City's approval of the Traffic Violator Apprehension Program fee is not designed to increase services, but rather it is designed to update the City's existing fee regulations to reflect the County's 2020 cost study. Updating the City's Traffic Violator Apprehension Program fee will assist Police Services in meeting operating expenses associated with the removal, impoundment, and storage of vehicles, as authorized under the Vehicle Code, and does not undertake any activity that has the potential for causing a significant impact on the environment. In accordance with such determination, City Staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 13. City Council Resolution No. 00-07-06-05 is hereby repealed and superseded by this Resolution.

PASSED, APPROVED AND ADOPTED THIS 28TH DAY OF APRIL, 2021.

~~NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO SANTA MARGARITA, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:~~

~~SECTION 1. Authorize the City of Rancho Santa Margarita to participate in the Traffic Violator Apprehension Fund; and~~

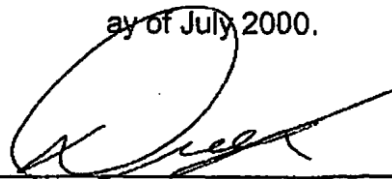
ATTACHMENT F

~~SECTION 2. A fee of \$50.00 shall be charged and collected for each vehicle towed/stored/impounded as a result of the negligent operation of a vehicle, and a fee of \$152.00 shall be charged and collected for each vehicle impounded for thirty (30) days or more.~~

~~SECTION 3. The City Clerk shall certify the adoption of this resolution.~~


~~PASSED, APPROVED AND ADOPTED this 6th d~~

ay of July, 2000.



DEBRA H. LEWIS, MAYOR

ATTEST:


WILLIAM O. TALLEY, CITY CLERK

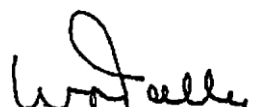
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF RANCHO SANTA MARGARITA)

I, William O. Talley, City Clerk of the City of Rancho Santa Margarita, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 00-07-06-05 adopted by the City Council of the City of Rancho Santa Margarita, California, at a regular meeting thereof, held on the 6th day of July 2000 by the following vote: -

AYES: Council Members Blais, Thompson, Thor, Mayor Pro Tempore Gamble, and Mayor Lewis

NOES: None

ABSENT: None


WILLIAM O. TALLEY, CITY CLERK

Oeyor :&.ncbo Santa Margarita

Millr Debra H. Lewla • M111tr Prt 7'1•1•" Carol Gamble
C••ril At••l•rt Nell C. Blais, Gar:r Thompson, .J•••• M. Tbol'

CERTIFICAnON

STATE OF CAUFORNIA)
COUNTY OF ORANGE) 88.
CITY OF RANCHO SANTA MARGARITA)

I, MARSHA J. MILLER. Deputy City Clerk of the City of Rancho Santa Margarita, C&llfomla, DO HEREBY CERTIFY that the attached Is a true and correct copy of Resolution No. 00-07..08-05 adopted by the City Council of the City of Rancho Santa Margartta, CaflfomJa, at a regular meeting thereof held on the&" day of July 2000.

.t&/6, .—
J. ER
Deputy City aerk
Rancho Santa Margarita, Callfomla

DATED: This 12" day of August 2000

Phone: (415) 618-1800 • Fax: (415) 618-1840