

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE  
CITY OF SAN JUAN CAPISTRANO  
AND THE  
COUNTY OF ORANGE**

**THIS FIRST AMENDMENT TO AGREEMENT**, entered into this First day of May 2021, which date is enumerated for purposes of reference only, by and between the CITY OF SAN JUAN CAPISTRANO, hereinafter referred to as "CITY" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend effective July 1, 2021, that certain Agreement between the parties commencing July 1, 2020, hereinafter referred to as the "Agreement".

1. For the period July 1, 2021 through June 30, 2022, REGULAR SERVICES BY COUNTY, Subsections C-4 and C-10 of the Agreement are amended to read as follows:

"C-4. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 2021 through June 30, 2022, is set forth in Attachment A and incorporated herein by this reference.

C-10. 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 for FY 2021-22. 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 for FY 2021-22."

2. Effective July 1, 2021, REGULAR SERVICES BY COUNTY, Subsection C-7 of the Agreement is amended to read as follows:

"C-7. During emergencies, such as a mutual aid situation, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to CITY as soon as possible once the emergency situation is under control."
3. Effective July 1, 2021, Attachment B (Licensing) to the Agreement is amended to include the City's current Licensing Ordinances. Attachment B, as amended and attached hereto, is incorporated in the Agreement by this reference.
4. For the period July 1, 2021 through June 30, 2022, PATROL VIDEO SYSTEMS, Subsection E-3 of the Agreement is amended to read as follows:

"E-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, 2021 through June 30, 2022.”

5. For the period July 1, 2021 through June 30, 2022, PAYMENT, Subsections G-2, G-3, G-5 and G-8, of the Agreement are amended to read as follows:

“G-2. Unless the level of service as set forth in Attachment C, is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-3, the Maximum Obligation of CITY for services set forth in Attachment C of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 2021 through June 30, 2022 shall be \$11,292,313, as set forth in Attachment A. The overtime costs included in the Agreement are only an estimate. COUNTY 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.

G-3a. 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 FY 2021-22 cost set forth in Attachment C nor in the FY 2021-22 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 cost 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 to the extent such increases are attributable to work performed by such personnel during the period July 1, 2021 through June 30, 2022, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2021 and June 30, 2022 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, 2021 through June 30, 2022, 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, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

- G-3b. If CITY is required to pay for increases as set forth in Subsection G-3a above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY as set forth in Attachment C of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2021 through June 30, 2022 an amount specified by CITY that is equivalent to or higher 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-5. COUNTY shall invoice CITY monthly, one-twelfth (1/12) of the Maximum Obligation of CITY. If a determination is made that increases described in Subsection G-2 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, 2021 and June 30, 2022.
- G-8. As payment for the Licensing Services described in Subsection C-8 of this Agreement, COUNTY shall retain all fees paid by applicants to the County 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-8; 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 as of July 1, 2021. Should CITY increase 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.”
6. Effective July 1, 2021, TRAFFIC VIOLATOR APPREHENSION PROGRAM, Subsection M-1 of the Agreement is amended to read as follows:

“M-1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted fees pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as set forth in the TVAP resolution that is attached to this Agreement as Attachment F and incorporated into this Agreement by reference, 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 to this Agreement as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment to this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F to the Agreement, 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."

7. For the period July 1, 2021 through June 30, 2022, MOBILE DATA COMPUTERS, Subsection N-3, of the Agreement is amended to read as follows:

"N-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 A 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, 2021 through June 30, 2022."

8. For the period July 1, 2021 through June 30, 2022, E-CITATION UNITS, Subsection O-3, of the Agreement are amended to read as follows:

"O-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 A and the Maximum Obligation of CITY set forth in



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

DATED: \_\_\_\_\_

CITY OF SAN JUAN CAPISTRANO

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairman 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: *[Signature]*  
Deputy

DATED: 5/4/21

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF SAN JUAN CAPISTRANO  
"REGULAR SERVICES BY COUNTY"  
(Subsection C-4)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Captain		1.00	
<b>SUPERVISION:</b>			
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	2.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES*:</b>			
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	DET	1.00	80 hrs./ per two wk. pay period
Cadet	Extra Help		1,039 hours
<b>TOTAL</b>		<b>30.00</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	5.83%
Deputy Sheriff II	Traffic	4.00	5.83%
Investigative Assistant	Traffic	2.00	5.83%
Office Specialist	Traffic	1.00	5.83%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	4.40%
Investigator	Auto Theft	2.00	4.40%
Investigative Assistant	Auto Theft	1.00	4.40%
Office Specialist	Auto Theft	1.00	4.40%
<b>DET:</b>			
Sergeant	DET	1.00	8.08%
Investigator	DET	1.00	8.08%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	18.78%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	8.00%
<b>TOTAL</b>		<b>16.90</b>	

**ATTACHMENT B**

**CITY OF SAN JUAN CAPISTRANO  
ORDINANCE NO. 1055 (5-24.01 MC)  
ORDINANCE NO. 417 (5-18.02 MC)  
LICENSING**

JUNK COLLECTOR

JUNK DEALER

MASSAGE ESTABLISHMENTS

SECONDHAND DEALER (Pawnbroker)

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF SAN JUAN CAPISTRANO  
"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>MANAGEMENT:</b>				
Captain		1.00	\$ 435,561	\$ 435,561
<b>SUPERVISION:</b>				
Sergeant	Patrol	4.00	\$ 364,762	\$ 1,459,048
Sergeant	Administrative	1.00	\$ 364,762	\$ 364,762
<b>INVESTIGATION SERVICES:</b>				
Investigator		2.00	\$ 367,231	\$ 734,462
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 302,503	\$ 4,537,545
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 307,659	\$ 615,318
<b>ADDITIONAL SERVICES:</b>				
Crime Prevention Specialist		1.00	\$ 116,002	\$ 116,002
Community Services Officer	Parking Control	2.00	\$ 138,984	\$ 277,968
Deputy Sheriff II	Community Support	1.00	\$ 302,503	\$ 302,503
Deputy Sheriff II	DET	1.00	\$ 302,503	\$ 302,503
Cadet	Extra Help			\$ 32,713
<b>TOTAL POSITIONS</b>		<b>30.00</b>		<b>\$ 9,178,385</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	5.83%	\$ 17,325
Deputy Sheriff II	Traffic	4.00	5.83%	\$ 84,537
Investigative Assistant	Traffic	2.00	5.83%	\$ 17,606
Office Specialist	Traffic	1.00	5.83%	\$ 6,684
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	4.40%	\$ 6,522
Investigator	Auto Theft	2.00	4.40%	\$ 30,284
Investigative Assistant	Auto Theft	1.00	4.40%	\$ 6,577
Office Specialist	Auto Theft	1.00	4.40%	\$ 4,987
<b>DET:</b>				
Sergeant	DET	1.00	8.08%	\$ 34,909
Investigator	DET	1.00	8.08%	\$ 31,926
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	18.78%	\$ 56,158
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	8.00%	\$ 30,979
<b>TOTAL REGIONAL/SHARED</b>		<b>16.90</b>		<b>\$ 328,494</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; E-Citation recurring costs for two (2) units; Enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen (18) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eleven (11) units; premium pay for bilingual staff, education incentive pay, on-call pay; services and supplies; and transportation charges.

**CREDITS:**

*Credits include:* AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees reimbursement; 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>\$ 1,785,434</b>
<b>TOTAL COST OF SERVICES (Subsection G-2)</b>	<b>\$ 11,292,313</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.

## RESOLUTION 21-06-01-02

## ATTACHMENT F

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN CAPISTRANO, CALIFORNIA, CONFIRMING PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM AND ADOPTING FEES ASSOCIATED WITH THE PROGRAM

WHEREAS, the Orange County Sheriff's Department (hereinafter the "OCSD" or "Sheriff") has instituted a Traffic Violator Apprehension Program (hereinafter, "Program") designed to reduce vehicle accidents caused by unlicensed drivers, 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; and,

WHEREAS, the OCSD operates said 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, Vehicle Code section 22850.5 authorizes the County Board of Supervisors, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and,

WHEREAS, a 2020 cost study conducted by the OCSD showed that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to the Vehicle Code are at \$144.00 per removal; and,

WHEREAS, based upon the cost study, the OCSD proposed and the County Board of Supervisors adopted a fee in the amount of \$144.00 on and effective November 17, 2020 ("County Resolution"); and,

WHEREAS, pursuant to the County Resolution, which is hereby incorporated by reference, the OCSD seeks adoption of the fee by city councils of each of the cities that contracts with the OCSD for law enforcement services and wishes to continue to participate in the Program; and,

WHEREAS, the City of San Juan Capistrano (hereinafter, the "City") contracts with the OCSD for law enforcement services and wishes to continue to participate in the Program; and,

WHEREAS, a notice of public hearing with respect to the proposed new fee was given according to California Government Code Sections 66018 and 6062a; and,

WHEREAS, the proposed hearing pertaining to the said proposed new fee was held at a regular meeting of the City Council on June 1, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN CAPISTRANO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

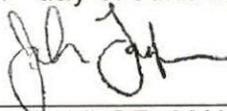
SECTION 2. The City Council hereby confirms continued participation in the Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with the OCSD.

SECTION 3. As a participant in the Traffic Violator Apprehension Program, the City Council hereby adopts the same fee of \$144.00 as approved by resolution of the Orange County Board of Supervisors on November 17, 2020 as allowed under Vehicle Code section 22850.5, and the provisions set forth in the County Resolution that govern imposition of the fee.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

The City Clerk of the City of San Juan Capistrano shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 1<sup>st</sup> day of June 2021.

  
\_\_\_\_\_  
JOHN TAYLOR, MAYOR

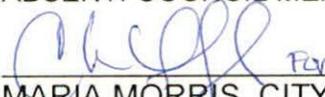
ATTEST:

  
\_\_\_\_\_  
MARIA MORRIS, CITY CLERK

STATE OF CALIFORNIA                    )  
COUNTY OF ORANGE                 ) ss.  
CITY OF SAN JUAN CAPISTRANO     )

I, Maria Morris, appointed City Clerk of the City of San Juan Capistrano, do hereby certify that the foregoing Resolution No. 21-06-01-02 was duly adopted by the City Council of the City of San Juan Capistrano at a Regular meeting thereof, held the 1<sup>st</sup> day of June 2021, by the following vote:

AYES:       COUNCIL MEMBERS:     Hart, Bourne, Farias and Mayor Taylor  
NOES:       COUNCIL MEMBERS:     None  
ABSENT:     COUNCIL MEMBERS:       Mayor Pro Tem Reeve

  
\_\_\_\_\_  
MARIA MORRIS, 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> CITY POLICE SERVICES CHIEF</p>	<p>MANAGER – TVA PROGRAM</p>		