

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<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. <u>BODY WORN CAMERA AND IN CAR VIDEO</u> PATROL VIDEO SYSTEMS.	
9	
F. LICENSING SERVICES BY CITY.	10
G. PAYMENT.	11
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.....	20
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

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A. TERM:

The term of this Agreement shall commence July 1, 202~~2~~⁴ and terminate June 30, 202~~3~~² 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~~3~~² for COUNTY to provide to CITY, during all or part of the period between July 1, 202~~3~~² and June 30, 202~~4~~³, 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~~3~~² and August 31, 202~~3~~² 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~~2~~⁴ through June 30, 202~~3~~². 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.

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change will
6 be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by the COUNTY
8 for the period July 1, 202~~24~~ through June 30, 202~~32~~, is set forth in
9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract for the balance of the time of the employee providing the service no
14 longer pay(s) for such service and CITY does not request the Agreement be
15 amended to pay 100% of the cost of the employee providing such service.
16 The Maximum Obligation of CITY set forth in Subsection G-2 will be
17 adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF
20 shall notify CITY Manager of the date or dates such service or services are
21 to be implemented. COUNTY shall reduce the monthly charges to CITY,
22 based on the actual date of implementation of the service or services.
23 Charges shall be reduced on the next monthly billing tendered in
24 accordance with Subsection G-3 of this Agreement.

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

- 2 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
3 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
4 determines that the Captain is needed elsewhere, SHERIFF will notify
5 CITY's Manager within four (4) hours. SHERIFF will return Captain to CITY
6 as soon as possible once the emergency situation is under control.
- 7 7. With respect to the licensing ordinances of CITY listed in Attachment B
8 hereto, which is incorporated herein by this reference, SHERIFF shall
9 receive applications for CITY licenses pursuant to said ordinances and
10 complete investigations relating to such applications. Said investigations
11 shall be forwarded to CITY Manager. COUNTY shall not provide any
12 advisory, administrative, hearing or litigation attorney support or services
13 related to licensing. COUNTY shall not provide any administrative or
14 investigatory services related to the licensing ordinances listed in
15 Attachment B hereto, except the investigations relating to initial applications
16 for which this subsection provides.
- 17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
18 CITY Manager, on behalf of CITY, are authorized to execute written
19 amendments to this Agreement to increase or decrease the level of service
20 set forth in Attachment A, when SHERIFF and CITY Manager mutually
21 agree that such increase or decrease in the level of service is appropriate.
22 Any such amendment to the Agreement shall concomitantly increase or
23 decrease the cost of services payable by CITY set forth in Attachment C
24 and incorporated herein by this reference and the Maximum Obligation of
25 CITY set forth in Subsection G-2, in accordance with the current year's
26 COUNTY law enforcement cost study. SHERIFF and CITY Manager shall
27 file copies of any such amendments to this Agreement with the Clerk of
28 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this

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

2 Agreement executed by SHERIFF and CITY Manager may not, in the
3 aggregate, increase or decrease the cost of services payable by CITY by
4 more than one percent (1%) of the total cost originally set forth in
5 Attachment C and the Maximum Obligation originally set forth in
6 Subsection G-2. Prior approval by COUNTY's Board of Supervisors and
7 CITY's Council is required before execution of any amendment that brings
8 the aggregate total of changes in costs payable by CITY to more than one
9 percent (1%) of the total cost originally set forth in Attachment C and the
10 Maximum Obligation originally set forth in Subsection G-2 of this
11 Agreement.

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

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

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

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

- 25 3. Supplemental services for events operated by public entities on non-CITY
26 property. At the request of CITY, through its City Manager, and within the
27 limitations set forth in this Subsection D-3, SHERIFF may provide
28 supplemental law enforcement services to preserve the peace at special

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

2 events or occurrences that occur on an occasional basis and are operated
3 by public entities on non-CITY property. SHERIFF shall determine
4 personnel and equipment needed for such supplemental services, and will
5 provide such supplemental services only if SHERIFF is able to do so without
6 reducing services that SHERIFF otherwise would provide to CITY pursuant
7 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
8 providing such supplemental services at an amount computed by SHERIFF,
9 based on the current year's COUNTY law enforcement cost study. The cost
10 of these supplemental services shall be in addition to the Maximum
11 Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF
12 shall bill CITY immediately after each such event.

13 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
14 the services of the Sheriff at events, for which CITY issues permits, that are
15 operated by private individuals or entities or public entities. SHERIFF shall
16 determine personnel and equipment needed for said events. If said events
17 are in addition to the level of services listed in Attachment A of this
18 Agreement, CITY shall reimburse COUNTY for such additional services at
19 an amount computed by SHERIFF, based upon the current year's COUNTY
20 law enforcement cost study. The cost of these services shall be in addition
21 to the Maximum Obligation of CITY set forth in Subsection G-2 of this
22 Agreement. Sheriff shall bill City immediately after said services are
23 rendered.

24 5. In accordance with Government Code Section 51350, COUNTY has
25 adopted Board Resolution 89-1160 which identifies Countywide services,
26 including but not limited to helicopter response. SHERIFF through this
27 contract provides enhanced helicopter response services. The cost of
28 enhanced helicopter response services is included in the cost of services

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

2 set forth in Attachment C and in the Maximum Obligation of CITY set forth in
3 Subsection G-2. COUNTY shall not charge any additional amounts for
4 enhanced helicopter services after the cost of services set forth in
5 Attachment C and in the Maximum Obligation set forth in Subsection G-2
6 has been established without written notification to the CITY.

7 **E. BODY WORN CAMERA AND IN CAR VIDEO: PATROL VIDEO SYSTEMS:**

- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY
9 has provided, or will provide, body worn cameras (hereinafter called "BWC")
10 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
11 called "ICV") that will be mounted in vehicles patrol video systems
12 (hereinafter called "PVS") that are or will be mounted in patrol vehicles
13 designated by SHERIFF COUNTY for use within CITY service area.
- 14 2. SHERIFF has the exclusive right to use said BWC and ICVPVS for law
15 enforcement services related to this Agreement.
- 16 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
17 BWC and the acquisition and installation of ICV Patrol Video Systems that
18 are or will be mounted in patrol vehicles assigned to CITY, and b) recurring
19 costs, as deemed necessary by COUNTY, including the costs of
20 maintenance and contributions to a fund for replacement and upgrade of
21 such BWC and ICV PVS when they become functionally or technologically
22 obsolete.

23 The costs to be paid by CITY for recurring costs, including maintenance and
24 replacement/upgrade of BWC and ICVPVS, are included in the costs set
25 forth in Attachment C and the Maximum Obligation of CITY set forth in
26 Subsection G-2 of this Agreement unless CITY has already paid such costs.
27 CITY shall not be charged additional amounts for maintenance or
28

1 replacement/upgrade of said BWC and ICVPVS during the period July 1,
2 202~~2~~⁴ through June 30, 202~~2~~³.

3 4. If, following the initial acquisition of BWC and ICVPVS referenced above,
4 CITY requires BWC and ICVPVS for additional SHERIFF's personnel or
5 vehiclespatrol cars designated for use in the CITY service area, COUNTY
6 will purchase said additional BWC and ICVPVS. Upon demand by
7 COUNTY,

8 **E. BODY WORN CAMERA AND IN CAR VIDEO: PATROL VIDEO SYSTEMS:**

9 (Continued)

10 CITY will pay to COUNTY a) the full costs of acquisition and ~~installation~~ of
11 ~~said~~ additional BWC and the full cost of acquisition and installation of
12 additional ICVPVS, and b) the full recurring costs for said BWC and
13 ICVPVS, as deemed necessary by COUNTY, including the costs of
14 maintenance, and contributions to a fund for replacement and upgrade of
15 such BWC and ICVPVS when they become functionally or technologically
16 obsolete. Said costs related to additional BWC and ICVPVS are not
17 included in, and are in addition to, the costs set forth in Attachment C and
18 the Maximum Obligation of CITY set forth in Subsection G-2 of this
19 Agreement.

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

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

26 Upon receipt from COUNTY of investigations of applications for licenses
27 referred to in Subsection C-7 of this Agreement, CITY Manager shall determine
28 whether to grant or deny the licenses and will issue the licenses or notify the

1 applicants of denial. CITY shall provide all attorney services related to the
2 granting, denial, revocation and administration of said licenses and the
3 enforcement of CITY ordinances pertaining to said licenses.

4 **G. PAYMENT:**

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

10 2. Unless the level of service set forth in Attachment A is increased or
11 decreased by mutual agreement of the parties, or CITY is required to pay
12 for increases as set forth in Subsection G-4, the Maximum Obligation of
13 CITY for services, other than Licensing Services, set forth in Attachment A
14 of this Agreement, to be provided by the COUNTY for the period
15 July 1, 202~~2~~⁴ through June 30, 202~~2~~³, shall be \$9,~~742,502~~ ~~007,546~~ as set
16 forth in Attachment C.

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

22 3. COUNTY shall invoice CITY monthly. During the period July 1, 202~~2~~⁴
23 through June 30, 202~~2~~³, said invoices will require payment by CITY of one-
24 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
25 of this Agreement, as said Maximum Obligation may have been increased
26 or decreased pursuant to mutual agreement of the parties. In addition, if a
27 determination is made that increases described in Subsection G-4 must be
28 paid, COUNTY thereafter shall include the pro-rata charges for such

1 increases in its monthly invoices to CITY for the balance of the period
2 between July 1, 202~~2~~4 and June 30, 202~~3~~2.

3 4a. At the time this Agreement is executed, there may be unresolved issues
4 pertaining to potential changes in salaries and benefits for COUNTY
5 employees. The costs of such potential changes are not included in the
6 Fiscal Year 202~~2~~4-2~~3~~2 cost set forth in Attachment C nor in the Fiscal Year
7 202~~2~~4-2~~3~~2 Maximum Obligation of CITY set forth in Subsection G-2 of this
8 Agreement. If the changes result in the COUNTY incurring or becoming

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

10 obligated to pay for increased costs for or on account of personnel whose
11 costs are included in the calculations of costs charged to CITY hereunder,
12 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
13 Subsection G-2 of this Agreement, the full costs of said increases to the
14 extent such increases are attributable to work performed by such personnel
15 after July 1, 202~~2~~4, and CITY's Maximum Obligation hereunder shall be
16 deemed to have increased accordingly. CITY shall pay COUNTY in full for
17 such increases on a pro-rata basis over the portion of the period between
18 July 1, 202~~2~~4 and June 30, 202~~3~~2 remaining after COUNTY notifies CITY
19 that increases are payable. If the changes result in the COUNTY incurring
20 or becoming obligated to pay for decreased costs for or on account of
21 personnel whose costs are included in the calculations of costs charged to
22 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
23 the extent such decreases are attributable to work performed by such
24 personnel during the period July 1, 202~~2~~4 through June 30, 202~~3~~2, and
25 CITY's Maximum Obligation hereunder shall be deemed to have decreased
26 accordingly. COUNTY shall reduce required payment by CITY in full for
27 such decreases on a pro-rata basis over the portion of the period between
28 July 1, 202~~2~~4 and June 30, 202~~3~~2 remaining after COUNTY notifies CITY

1 that the Maximum Obligation has decreased.

2 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of
4 service to be provided to CITY as set forth in Attachment A of this
5 Agreement to a level that will make the Maximum Obligation of CITY
6 hereunder for the period July 1, 202~~2~~⁴ through June 30, 202~~3~~² an amount
7 specified by CITY that is equivalent to or higher or lower than the Maximum
8 Obligation set forth in Subsection G-2 for said period at the time this

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

10 Agreement originally was executed. The purpose of such adjustment of
11 service levels will be to give CITY the option of keeping its Maximum
12 Obligation hereunder at the pre-increase level or at any other higher or
13 lower level specified by CITY. In the event of such reduction in level of
14 service and adjustment of costs, the parties shall execute an amendment to
15 this Agreement so providing. Decisions about how to reduce the level of
16 service provided to CITY shall be made by SHERIFF with the approval of
17 CITY.

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

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

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

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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
 24035 EL TORO ROAD
 LAGUNA HILLS, CA 92653

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

I. STATUS OF COUNTY: (Continued)

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

1 negligence or any other act or omission of CITY or any of its officers,
2 agents, employees, subcontractors or independent contractors, or for any
3 dangerous or defective condition of any public street or work or property of
4 CITY, or for any illegality or unconstitutionality of CITY's municipal
5 ordinances. CITY shall indemnify and hold harmless COUNTY and its
6 elected and appointed officials, officers, agents, employees, subcontractors

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

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

1 2. COUNTY shall indemnify and hold harmless CITY and its elected and
2 appointed officials, officers, agents, employees, subcontractors and
3 independent contractors from any claim, demand or liability whatsoever
4 based or asserted upon any act or omission of COUNTY or its elected and
5 appointed officials, officers, agents, employees, subcontractors or
6 independent contractors related to this Agreement, for property damage,

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

8 bodily injury or death or any other element of damage of any kind or nature,
9 and COUNTY shall defend, at its expense, including attorney fees, and with
10 counsel approved in writing by CITY, CITY and its elected and appointed
11 officials, officers, agents, employees, subcontractors and independent
12 contractors in any legal action or claim of any kind based or asserted upon
13 such alleged acts or omissions.

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

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

1 reference [hereinafter referred to as a “TVAP resolution”], and has directed
2 that the revenue from such fee be used for the Program. CITY’s
3 participation in the Program may be terminated at any time by rescission or
4 amendment of the TVAP resolution that is attached hereto as Attachment F.
5 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
6 resolution and adopts a new TVAP resolution pertaining to the above-

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

8 referenced fees and the Program, and 2) remains a participant in the
9 Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on
10 behalf of COUNTY, have authority to execute an amendment of this
11 Agreement to substitute CITY’s amended or new TVAP resolution for
12 Attachment F hereto, as long as said amendment to this Agreement does
13 not materially change any other provision of this Agreement. As COUNTY
14 updates its fees for the Program periodically, COUNTY will provide written
15 notice to CITY of the updated fees. CITY’S participation in the Program will
16 terminate if CITY determines not to adopt the updated fees for the Program.

- 17 2. COUNTY will make available for review, at the request of CITY, all financial
18 data related to the Program as may be requested by CITY.
- 19 3. Fee revenue generated by COUNTY and participating cities will be used to
20 fund the following positions, which will be assigned to the Program:
 - 21 • Ten one hundredths of one (0.10) Sergeant
22 (8 hours per two-week pay period)
 - 23 • One (1) Staff Specialist
24 (80 hours per two-week pay period)
 - 25 • One (1) Office Specialist
26 (80 hours per two-week pay period)
- 27 4. Fee revenue generated by CITY may be used to reimburse CITY for
28 expenditures for equipment and/or supplies directly in support of the

1 Program. In order for an expenditure for equipment and/or supplies to be
2 eligible for reimbursement, CITY shall submit a request for and obtain pre-
3 approval of the expenditure by using the form as shown in Attachment G.
4 The request shall be submitted within the budget schedule established by
5 SHERIFF. SHERIFF shall approve the expenditure only if both of the
6 following conditions are satisfied: 1) there are sufficient Program funds,

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

8 attributable to revenue generated by CITY's fee, to pay for the requested
9 purchase, and 2) CITY will use the equipment and/or supplies, during their
10 entire useful life, only for purposes authorized by its TVAP resolution in
11 effect at the time of purchase.

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

17 5. In the event the fees adopted by COUNTY, CITY and other participating
18 jurisdictions are not adequate to continue operation of the Program at the
19 level at which it operated previously, COUNTY, at the option of CITY, will
20 reduce the level of Program service to be provided to CITY or will continue
21 to provide the existing level of Program services. COUNTY will charge CITY
22 the cost of any Program operations that exceed the revenue generated by
23 fees. Such charges shall be in addition to the Maximum Obligation of CITY
24 set forth in Subsection G-2 of this Agreement. The amount of any revenue
25 shortfall charged to CITY will be determined, at the time the revenue
26 shortfall is experienced, according to CITY's share of Program services
27 rendered. In the event of a reduction in level of Program service,
28 termination of Program service or adjustment of costs, the parties shall

1 execute an amendment to this Agreement so providing. Decisions about
2 how to reduce the level of Program service provided to CITY shall be made
3 by SHERIFF with the approval of CITY.

4 **N. MOBILE DATA COMPUTERS:**

- 5 1. As part of the law enforcement services to be provided to CITY, COUNTY
6 has provided, or will provide, mobile data computers (hereinafter called
7 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
8 designated by COUNTY for use within CITY limits.
- 9 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
10 services related to this Agreement.
- 11 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
12 installation of MDCs that are or will be mounted in patrol vehicles and
13 motorcycles assigned to CITY, and b) recurring costs, as deemed
14 necessary by COUNTY, including the costs of maintenance and
15 contributions to a fund for replacement and upgrade of such MDCs when
16 they become functionally or technologically obsolete.

17 The costs to be paid by CITY for recurring costs, including maintenance and
18 replacement/upgrade of MDCs, are included in the costs set forth in
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
21 not be charged additional amounts for maintenance or replacement/upgrade
22 of said MDCs during the period July 1, 202~~4~~ through June 30, 202~~3~~.

- 23 4. If, following the initial acquisition of MDCs referenced above, CITY requires
24 MDCs for additional patrol cars or motorcycles designated for use in the
25 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
26 said additional MDCs. Upon demand by COUNTY, CITY will pay to
27 COUNTY a) the full costs of acquisition and installation of said additional
28 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary

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

4 **N. MOBILE DATA COMPUTERS (Continued)**

5 MDCs are not included in, and are in addition to, the costs set forth in
6 Attachment C and the Maximum Obligation of CITY set forth in Subsection
7 G-2 of this Agreement.

- 8 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
9 replacing/upgrading MDCs shall be paid by COUNTY from the
10 replacement/upgrade funds to be paid by CITY in accordance with the
11 foregoing. CITY shall not be charged any additional charge to replace or
12 upgrade MDCs.

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

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

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of E-Citation units, are included in the costs set forth
26 in Attachment C and the Maximum Obligation of CITY set forth in
27 Subsection G-2 of this Agreement unless CITY has already paid such costs.
28 CITY shall not be charged additional amounts for maintenance or

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replacement/upgrade of said E-Citation units during the period July 1, 202~~2~~⁴
through June 30, 202~~3~~².

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.

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

DATED: _____

CITY OF LAGUNA HILLS

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

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: _____
Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	0.33	26.40 hrs./per two wk. pay period
Sergeant	Administrative	1.00	80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	16.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Deputy Sheriff II	School Resource Officer	1.00	80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Crime Prevention Specialist	Crime Prevention	1.00	80 hrs./ per two wk. pay period
TOTAL		26.33	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.90%
Deputy Sheriff II	Traffic	4.00	6.90%
Investigative Assistant	Traffic	2.00	6.90%
Office Specialist	Traffic	1.00	6.90%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	7.12%
Investigator	Auto Theft	2.00	7.12%
Investigative Assistant	Auto Theft	1.00	7.12%
Office Specialist	Auto Theft	1.00	7.12%
DET:			
Sergeant	DET	1.00	2.64%
Investigator	DET	1.00	2.64%
COURTS:			
Investigative Assistant	Courts	2.00	11.18%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	4.08%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA HILLS**

**"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	\$ 443,024	\$ 443,024
SUPERVISION:				
Sergeant	Patrol	1.00	\$ 370,408	\$ 370,408
Sergeant	Patrol	0.33	\$ 370,408	\$ 122,235
Sergeant	Administrative	1.00	\$ 370,408	\$ 370,408
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 365,632	\$ 731,264
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	16.00	\$ 307,545	\$ 4,920,720
Deputy Sheriff II -Motor	Traffic	1.00	\$ 312,557	\$ 312,557
ADDITIONAL SERVICES:				
Deputy Sheriff II	School Resource Officer	1.00	\$ 307,545	\$ 307,545
Community Services Officer	Parking Control	2.00	\$ 145,384	\$ 290,768
Crime Prevention Specialist	Crime Prevention	1.00	\$ 120,600	\$ 120,600
TOTAL POSITIONS		26.33		\$ 7,989,529

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.90%	\$ 20,410
Deputy Sheriff II	Traffic	4.00	6.90%	\$ 105,016
Investigative Assistant	Traffic	2.00	6.90%	\$ 21,525
Office Specialist	Traffic	1.00	9.90%	\$ 8,377
AUTO THEFT:				
Sergeant	Auto Theft	0.30	7.12%	\$ 10,504
Investigator	Auto Theft	2.00	7.12%	\$ 49,323
Investigative Assistant	Auto Theft	1.00	7.12%	\$ 11,139
Office Specialist	Auto Theft	1.00	7.12%	\$ 8,338
DET:				
Sergeant	DET	1.00	2.64%	\$ 11,443
Investigator	DET	1.00	2.64%	\$ 10,606
COURTS:				
Investigative Assistant	Courts	2.00	11.18%	\$ 35,075
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	4.08%	\$ 15,969
TOTAL REGIONAL/SHARED		16.90		\$ 307,725

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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty and a third (20.33) units; overtime; patrol training cost allocation; premium pay for bilingual staff, on-call pay, education incentive pay; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2022-23; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS **\$ 1,445,248**

TOTAL COST OF SERVICES (Subsection G-2) **\$ 9,742,502**

RESOLUTION NO. ~~2021-10-12-5~~ ~~2000-06-13-1~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, UPDATING THE CITY'S TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE, REPEALING RESOLUTION NO. 2000-06-13-1, AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PER SECTION 15273 OF THE CEQA GUIDELINES AND PUBLIC RESOURCES CODE SECTION 21080(B)(8) ESTABLISHING A COST RECOVERY FEE RELATED TO VEHICLE IMPOUNDS

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

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

WHEREAS, the 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 WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; 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 Laguna Hills) that contract with OCSD for law enforcement services; and WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the Cities in Orange County that contract for the Sheriff's law enforcement services, including this City; and

WHEREAS, ~~the operating on of~~ the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Hills because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, 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

~~WHEREAS, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and~~

WHEREAS, on June 13, 2000, the Laguna Hills City Council adopted Resolution No. 2000-06-13-1, 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 ~~WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and~~

WHEREAS, the 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 Orange County Board of Supervisors has directed that the proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and~~

WHEREAS, the 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: ~~WHEREAS, the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and~~

~~WHEREAS, the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to,~~

~~the costs of personnel who perform duties for the Traffic Violator Apprehension Program and the purchase and maintenance of equipment, materials, and supplies utilized in the Traffic Violator Apprehension Program; and~~

~~WHEREAS, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above described purposes; and~~

~~WHEREAS, the Sheriff has advised this Council of his plans to seek adoption, by the City Councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and~~

~~WHEREAS, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in this city during the normal course of duty; and~~

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

Vehicle Code Section and Impound Ground

- 14602.6 Suspended, revoked or unlicensed driver/ 30-day hold
- 22661 (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
- 22661 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Delinquent vehicle registration
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22655.3 Removal for investigation
(fleeing in violation of Section 2800.1 or 2800.2)
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle:

WHEREAS, Vehicle Code section 22850.5 authorizes this City Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

~~WHEREAS, 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, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:~~

~~(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and~~

~~(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;~~

~~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, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code Section~~

~~exceed \$152.00 per impound; 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, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and~~

~~WHEREAS, 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 above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle Code section 14602.6; and~~

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

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

(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder'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

~~(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and~~

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, it also is unfair to impose the administrative fee authorized by Vehicle Code Section 22850.6 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 a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; 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 12th day of October 2021. WHEREAS, a public hearing pertaining to said proposed new fees was held by the Orange County Board of Supervisors on March 28, 2000.~~

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

~~SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference. That this Council finds, in accordance with California Public Resources Code Section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.~~

~~SECTION 2. The City is authorized to continue to participate in the Orange County Sheriffs Department Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with OCSD. That on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.~~

~~(a) — A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and~~

~~(b) — A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section~~

~~22651 (a),
22651 (d),
22651 (e),~~

~~22651 (f),
22651 (h) (1),
22651 (h) (2),
22651 (i) (1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o) (1),
22651 (p),~~

~~22651 (r),
22651 (t),
22655.3,
22655.5 (b), or
22669.~~

~~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: That the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.~~

~~14602.6 Suspended, revoked or unlicensed driver/30-day hold
22651 (a) Unattended vehicle on bridge
22651 (d) Vehicle blocking driveway
22651 (e) Vehicle blocking fire hydrant
22651 (f) Vehicle blocking freeway
22651 (h) (1) Driver arrested
22651 (h) (2) Order of suspension or revocation pursuant to section 13388
22651 (i) (1) Multiple parking citations
22651 (j) Lack of vehicle registration
22651 (k) Parking over seventy-two hours
22651 (l) Parking in a construction zone
22651 (m) Violation of special events restriction
22651 (n) No parking zone
22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months

22651 (p) Driver unlicensed or license suspended
22651 (r) Vehicle blocking another

22651 (t) Notice to appear/illegal amber lights
22651 (u) Acting as a car dealer without a license or temporary perm
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. That said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.~~

~~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. That said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.~~

~~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. That said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it become 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 designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.~~

~~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. That at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.~~

~~SECTION 8. 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 drive; 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. That upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.~~

SECTION 9. A registered owner or an agent of a registered owner who believe 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. That until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated

~~areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.~~

~~SECTION 10. 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. That expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.~~

~~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. That until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.~~

~~SECTION 12. The City 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.~~

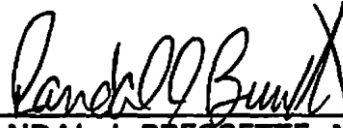
~~SECTION 13. City Council Resolution No. 2000-06-13-1 is hereby repealed and superseded by this Resolution.~~

PASSED, APPROVED AND ADOPTED this 12th day of October 2021.


ERICA PEZOLD, MAYOR


MELISSA AU-YEUNG, CITY CLERK

~~PASSED, APPROVED, AND ADOPTED this 13^h day of June 2000.~~



RANDAL J. BRESSETTE, MAYOR PRO TEMPORE

ATTEST:


MARY A. CARLSON, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
2021-10-12-5 adopted by the City Council of the City of Laguna Hills, California, at a
Regular Meeting thereof held on the 12th day of October 2021, by the following vote:

AYES: Council Member Heft, Mayor Pro Tempore Sedgwick, and
Mayor Pezold

NOES: None

ABSENT: Council Member Wheeler

ABSTAIN: None

(SEAL)


MELISSA AU-YEU

~~I, Mary A. Carlson, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.2000-06-
13-1 adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting
thereof held on the 13th day of June 2000, by the following vote:~~

~~AYES: Council Members Greengold, Scott,
Songstad, And Mayor Pro Tempore Bressette~~

~~NOES: None~~

~~ABSENT: Mayor Lautenschlager~~

~~ABSTAIN: None~~

(SEAL)



NG, CITY CLERK



MARY A. CARLSON, CITY CLERK