

1 **AGREEMENT**
2 **BETWEEN THE**
3 **CITY OF LAGUNA NIGUEL**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS AGREEMENT** is entered into this First day of May 2016, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAGUNA NIGUEL, hereinafter referred to as "CITY", and the COUNTY OF ORANGE,
10 a political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **WITNESSETH:**

12 **WHEREAS**, CITY wishes to contract with COUNTY for law enforcement
13 services; and

14 **WHEREAS**, COUNTY is agreeable to the rendering of such services, as
15 authorized in Government Code Sections 51301 and 55632, on the terms and
16 conditions hereinafter set forth,

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

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
A. TERM.....	3
B. OPTIONAL TERMINATION OR EXTENSION	3
C. REGULAR SERVICES BY COUNTY.....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY.....	5
E. PATROL VIDEO SYSTEMS	8
F. LICENSING SERVICES BY CITY.....	9
G. PAYMENT.....	10
H. NOTICES	13
I. STATUS OF COUNTY.....	14
J. STATE AUDIT	14
K. ALTERATION OF TERMS.....	14
L. INDEMNIFICATION	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	19
O. E-CITATION UNITS.....	20
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

//

//

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2016 and terminate
3 June 30, 2017 unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one
7 hundred and eighty (180) days written notice to the other party.

8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2017 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2017 and June 30, 2018 law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2017 and
17 August 31, 2017 and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2016 through June 30, 2017. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2016 through June 30, 2017, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF determines that the Lieutenant is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

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

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

13 8. COUNTY or CITY, upon thirty (30) days notice and mutual written
14 agreement, shall increase or decrease the service levels provided herein,
15 and the obligation of CITY to pay for services shall be concomitantly
16 adjusted.

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

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

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

2 SHERIFF shall bill CITY immediately after each such event.

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

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

2 after each such event.

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

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

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

E. PATROL VIDEO SYSTEMS:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in

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

2 Subsection G-2 of this Agreement unless CITY has already paid such costs.
3 CITY shall not be charged additional amounts for maintenance or
4 replacement/upgrade of said PVS during the period July 1, 2016 through
5 June 30, 2017.

- 6 4. If, following the initial acquisition of PVS referenced above, CITY requires
7 PVS for additional patrol cars designated for use in the CITY service area,
8 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
9 CITY will pay to COUNTY a) the full costs of acquisition and installation of
10 said additional PVS, and b) the full recurring costs for said PVS, as deemed
11 necessary by COUNTY, including the costs of maintenance, and
12 contributions to a fund for replacement and upgrade of such PVS when they
13 become functionally or technologically obsolete. Said costs related to
14 additional PVS are not included in, and are in addition to, the costs set forth
15 in Attachment C and the Maximum Obligation of CITY set forth in Subsection
16 G-2 of this Agreement.
- 17 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
18 replacing/upgrading PVS shall be paid by COUNTY from the replacement/
19 upgrade funds to be paid by CITY in accordance with the foregoing. CITY
20 shall not be charged any additional charge to replace or upgrade PVS.

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

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

28 //

G. PAYMENT:

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

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties or decreased pursuant to Subsection K-2, or CITY is required to pay for increases as set forth in Subsection G-4, or the cost to COUNTY for providing the services described herein decreases, the costs of services described in Attachment A of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 2016 through June 30, 2017 and the Maximum Obligation of CITY, shall be \$11,307,605 as set forth in Attachment C.

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

3. COUNTY shall invoice CITY monthly. During the period July 1, 2016 through June 30, 2017, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been decreased pursuant to Subsection K-2 or increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices

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

2 to CITY for the balance of the period between July 1, 2016 and June 30,
3 2017.

4 4-a. At the time this Agreement is executed, there are unresolved issues
5 pertaining to potential changes in salaries and benefits for COUNTY
6 employees. The costs of such potential changes are not included in the
7 Fiscal Year 2016-17 cost set forth in Attachment C nor in the Fiscal Year
8 2016-17 Maximum Obligation of CITY set forth in Subsection G-2 of this
9 Agreement. If the changes result in the COUNTY incurring or becoming
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, 2016, 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, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
19 increases are payable. If the changes result in the COUNTY incurring or
20 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, 2016 through June 30, 2017, and CITY's
25 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, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that

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

2 the Maximum Obligation has decreased.

- 3 4-b. If CITY is required to pay for increases as set forth in Subsection G-4a
4 above, COUNTY, at the request of CITY will thereafter reduce the level of
5 service to be provided to CITY as set forth in Attachment A of this
6 Agreement to a level that will make the Maximum Obligation of CITY
7 hereunder for the period July 1, 2016 through June 30, 2017 an amount
8 specified by CITY that is equivalent to or higher or lower than the Maximum
9 Obligation set forth in Subsection G-2 for said period at the time this
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 lower
13 level specified by CITY. In the event of such reduction in level of service
14 and adjustment of costs, the parties shall execute an amendment to this
15 Agreement so providing. Decisions about how to reduce the level of service
16 provided to CITY shall be made by SHERIFF with the approval of CITY.
- 17 5. CITY shall pay COUNTY in accordance with COUNTY Board of
18 Supervisors' approved County Billing Policy, which is attached hereto as
19 Attachment D and incorporated herein by this reference.
- 20 6. COUNTY shall charge CITY late payment penalties in accordance with
21 County Billing Policy.
- 22 7. As payment for the Licensing Services described in Subsection C-7 of this
23 Agreement, COUNTY shall retain all fees paid by applicants for licenses
24 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
25 said fees by COUNTY shall constitute payment in full to COUNTY for costs
26 incurred by COUNTY in performing the functions related to licensing
27 described in Subsection C-7; provided, however, that if any of said fees are
28 waived or reduced by CITY, CITY shall pay to COUNTY the difference

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

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

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

13 **H. NOTICES:**

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

18 **CITY:** ATTN: CITY MANAGER

19 30111 CROWN VALLEY PARKWAY

20 LAGUNA NIGUEL, CA 92677

21 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

22 SHERIFF-CORONER DEPARTMENT

23 320 NORTH FLOWER STREET, SUITE 108

24 SANTA ANA, CA 92703

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

28 //

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

J. STATE AUDIT:

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claims or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

K. ALTERATION OF TERMS:

1. 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.

//

//

1 **K. ALTERATION OF TERMS: (Continued)**

2 2. CITY may unilaterally eliminate or reduce the level of certain services to be
3 provided by the COUNTY as set forth in Attachment A of this Agreement.
4 The services that CITY may unilaterally eliminate or reduce are the
5 following:

- 6 • Parking Control – four (4) Community Service Officers

7 In order to eliminate or reduce some or all of these services, CITY shall
8 provide COUNTY with written notice of the elimination or reduction ninety
9 (90) days in advance of the effective date of the elimination or reduction in
10 services. At the expiration of the 90-day notice period, COUNTY shall
11 cease providing the services indicated in the notice and CITY shall no
12 longer be obligated to pay for those services.

13 **L. INDEMNIFICATION:**

14 1. COUNTY, its officers, agents, employees, subcontractors and independent
15 contractors shall not be deemed to have assumed any liability for the
16 negligence or any other act or omission of CITY or any of its officers,
17 agents, employees, subcontractors or independent contractors, or for any
18 dangerous or defective condition of any public street or work or property of
19 CITY, or for any illegality or unconstitutionality of CITY's municipal
20 ordinances. CITY shall indemnify and hold harmless COUNTY and its
21 elected and appointed officials, officers, agents, employees, subcontractors
22 and independent contractors from any claim, demand or liability whatsoever
23 based or asserted upon the condition of any public street or work or
24 property of CITY, or upon the illegality or unconstitutionality of any municipal
25 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
26 of CITY, or its elected and appointed officials, officers, agents, employees,
27 subcontractors or independent contractors related to this Agreement,
28 including, but not limited to, any act or omission related to the maintenance

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

2 or condition of any vehicle or motorcycle that is owned or possessed by
3 CITY and used by COUNTY personnel in the performance of this
4 Agreement, for property damage, bodily injury or death or any other element
5 of damage of any kind or nature, and CITY shall defend, at its expense
6 including attorney fees, and with counsel approved in writing by COUNTY,
7 COUNTY and its elected and appointed officials, officers, agents,
8 employees, subcontractors and independent contractors in any legal action
9 or claim of any kind based or asserted upon such condition of public street
10 or work or property, or illegality or unconstitutionality of a municipal
11 ordinance, or alleged acts or omissions. If judgment is entered against CITY
12 and COUNTY by a court of competent jurisdiction because of the concurrent
13 active negligence of either party, CITY and COUNTY agree that liability will
14 be apportioned as determined by the court. Neither party shall request a jury
15 apportionment.

- 16 2. COUNTY shall indemnify and hold harmless CITY and its elected and
17 appointed officials, officers, agents, employees, subcontractors and
18 independent contractors from any claim, demand or liability whatsoever
19 based or asserted upon any act or omission of COUNTY or its elected and
20 appointed officials, officers, agents, employees, subcontractors or
21 independent contractors related to this Agreement, for property damage,
22 bodily injury or death or any other element of damage of any kind or nature,
23 and COUNTY shall defend, at its expense, including attorney fees, and with
24 counsel approved in writing by CITY, CITY and its elected and appointed
25 officials, officers, agents, employees, subcontractors and independent
26 contractors in any legal action or claim of any kind based or asserted upon
27 such alleged acts or omissions.

28 //

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program [“the Program”], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF’s law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment F and incorporated into this Agreement by reference [hereinafter called a “TVAP resolution”], and has directed that the revenue from such fee be used for the Program. CITY’s participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment F. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY’s amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement.

//

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Fifteen one hundredths of one (0.15) Sergeant
(12 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by SHERIFF. SHERIFF shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by the CITY's fee, to pay for the requested purchase, and 2) CITY will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

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

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

2 5. In the event the fees adopted by COUNTY, CITY and other participating
3 jurisdictions are not adequate to continue operation of the Program at the
4 level at which it operated previously, COUNTY, at the option of CITY, will
5 reduce the level of Program service to be provided to CITY or will continue
6 to provide the existing level of Program services. COUNTY will charge CITY
7 the cost of any Program operations that exceed the revenue generated by
8 fees. Such charges shall be in addition to the Maximum Obligation of CITY
9 set forth in Subsection G-2 of this Agreement. The amount of any revenue
10 shortfall charged to CITY will be determined, at the time the revenue
11 shortfall is experienced, according to CITY's share of Program services
12 rendered. In the event of a reduction in level of Program service,
13 termination of Program service or adjustment of costs, the parties shall
14 execute an amendment to this Agreement so providing. Decisions about
15 how to reduce the level of Program service provided to CITY shall be made
16 by SHERIFF with the approval of CITY.

17 **N. MOBILE DATA COMPUTERS:**

- 18 1. As part of the law enforcement services to be provided to CITY, COUNTY
19 has provided, or will provide, mobile data computers (hereinafter called
20 "MDCs") that are or will be mounted in patrol vehicles and motorcycles
21 designated by COUNTY for use within CITY limits.
- 22 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
23 services related to this Agreement.
- 24 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
25 installation of MDCs that are or will be mounted in patrol vehicles and
26 motorcycles assigned to CITY, and b) recurring costs, as deemed
27 necessary by COUNTY, including the costs of maintenance and
28 contributions to a fund for replacement and upgrade of such MDCs when

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

2 they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of MDCs, are included in the costs set forth in
5 Attachment C and the Maximum Obligation of CITY set forth in Subsection
6 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
7 not be charged additional amounts for maintenance or replacement/upgrade
8 of said MDCs during the period July 1, 2016 through June 30, 2017.

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

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

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

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

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

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

4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
5 E-Citation units that are assigned to CITY, and b) recurring costs, as
6 deemed necessary by COUNTY, including the costs of maintenance and
7 contributions to a fund for replacement and upgrade of such E-Citation units
8 when they become functionally or technologically obsolete.

9 The costs to be paid by CITY for recurring costs, including maintenance and
10 replacement/upgrade of E-Citation units, are included in the costs set forth
11 in Attachment C and the Maximum Obligation of CITY set forth in
12 Subsection G-2 of this Agreement unless CITY has already paid such costs.
13 CITY shall not be charged additional amounts for maintenance or
14 replacement/upgrade of said E-Citation units during the period July 1, 2016
15 through June 30, 2017.

16 4. If, following the initial acquisition of E-Citation units referenced above, CITY
17 requires E-Citation units designated for use in CITY, COUNTY will purchase
18 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
19 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
20 and b) the full recurring costs for said E-Citation units, as deemed
21 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. Said costs
24 related to additional E-Citation units are not included in, and are in addition
25 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
26 set forth in Subsection G-2 of this Agreement.

27 //

28 //

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

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

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

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

3 DATED: _____

4 CITY OF LAGUNA NIGUEL

5 ATTEST: _____
6 City Clerk

7 BY: _____

8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____

11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14
15 BY: _____
16 Chairwoman of the Board of Supervisors
17 County of Orange, California

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

21 Attest:

22 _____
23 Robin Stieler
24 Clerk of the Board
25 County of Orange, California

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

BY:  _____
Deputy

DATED: 5/12/16

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Patrol	5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		0.50	40 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	4.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist	Crime Prevention	2.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	4.00	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 (shared)	School Resource Officer	0.35	52 hrs./ per two wk. pay period
Deputy Sheriff II (shared)	Commercial Vehicle Enf.	0.50	80 hrs./ per two wk. pay period
TOTAL		42.35	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	8.68%
Deputy Sheriff II	Traffic	4.00	8.68%
Investigative Assistant	Traffic	2.00	8.68%
Office Specialist	Traffic	1.00	8.68%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	4.78%
Investigator	Auto Theft	2.00	4.78%
Investigative Assistant	Auto Theft	1.00	4.78%
Office Specialist	Auto Theft	1.00	4.78%
DET:			
Sergeant	DET	1.00	10.47%
Investigator	DET	1.00	10.47%
SUBPOENA:			
Office Specialist	Subpoena	1.00	9.50%
COURTS:			
Investigative Assistant	Courts	2.00	25.56%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	0.50	12.90%
TOTAL		17.40	

ATTACHMENT B**CITY OF LAGUNA NIGUEL****ORDINANCE NO. 89-1****LICENSING**

BINGO GAME

BINGO OFFICIAL

CANVASSER/SOLICITOR

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

**"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:				
Lieutenant		1.00	\$ 334,955	\$ 334,955
SUPERVISION:				
Sergeant	Patrol	5.00	\$ 293,152	\$ 1,465,760
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 287,931	\$ 575,862
Investigative Assistant		0.50	\$ 159,774	\$ 79,887
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 242,547	\$ 5,336,034
Deputy Sheriff II -Motor	Traffic	4.00	\$ 247,767	\$ 991,067
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	2.00	\$ 97,650	\$ 195,300
Community Services Officer	Parking Control	4.00	\$ 120,372	\$ 481,488
Deputy Sheriff II	Community Support	1.00	\$ 242,547	\$ 242,547
Deputy Sheriff II (shared)	School Resource Officer	0.35	\$ 242,547	\$ 84,891
Deputy Sheriff II (shared)	Commercial Vehicle Enf.	0.50	\$ 242,134	\$ 121,067
TOTAL POSITIONS		42.35		\$ 9,908,858

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	8.68%	\$ 16,092
Deputy Sheriff II	Traffic	4.00	8.68%	\$ 83,675
Investigative Assistant	Traffic	2.00	8.68%	\$ 21,183
Office Specialist	Traffic	1.00	8.68%	\$ 8,656
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.78%	\$ 4,413
Investigator	Auto Theft	2.00	4.78%	\$ 25,044
Investigative Assistant	Auto Theft	1.00	4.78%	\$ 5,795
Office Specialist	Auto Theft	1.00	4.78%	\$ 4,732
DET:				
Sergeant	DET	1.00	10.47%	\$ 41,601
Investigator	DET	1.00	10.47%	\$ 34,852
SUBPOENA:				
Office Specialist	Subpoena	1.00	9.50%	\$ 8,567
COURTS:				
Investigative Assistant	Courts	2.00	25.56%	\$ 60,498
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	0.50	12.90%	\$ 20,969
TOTAL REGIONAL/SHARED		17.40		\$ 336,077

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; premium pay for bilingual staff; (.05) Class FF (Commercial Vehicle Enforcement); contract administration; data line charges; direct services and supplies; enhanced helicopter response services; E-Citation recurring costs for six and half (6.5) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-one and a half (21.5) units; on-call pay; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eighteen and a half (18.5) units; and transportation charges.

CREDITS:

Credits include: Board of State and Community Corrections Local Assistance funding; estimated vacancy credits; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2016-17.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,062,670
TOTAL COST OF SERVICES (Subsection G-2)	\$ 11,307,605

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.

1. NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel other than RNSP personnel, and subsequently forfeited to COUNTY, the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to approval by the forfeiting agency (U.S. Attorney or State) of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, SHERIFF shall apply to the forfeiting agency for the return of a share of the assets to COUNTY. In his application, SHERIFF shall specify the percentage of shared assets returned to COUNTY 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 non-RNSP 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 non-RNSP 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 non-RNSP 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.

NON-RNSP CONTRACTED PATROL AND INVESTIGATION OFFICERS (Continued)

Assets (cash or property) that are returned to COUNTY by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and COUNTY only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and COUNTY 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.

Subject to conditions imposed by the forfeiting agency and to the requirement that forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash, or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations.

2. CONTRACTED REGIONAL NARCOTICS SUPPRESSION PROGRAM (RNSP) OFFICERS

Assets forfeited as a result of activities conducted by contracted RNSP officers will be used to augment CITY's law enforcement services. Because activities of this type result from the efforts of both contracted officers and other RNSP officers, the percentage of sharing will be determined pursuant to the RNSP Memorandum of Understanding in effect at the time of the seizure. Said Memorandum of Understanding provides that assets are distributed according to percentage amounts based on the number of sworn personnel participating in the RNSP at the time of the seizure. The number of personnel in RNSP, as well as the number of participating agencies in RNSP, may fluctuate during the course of a contract year, thereby affecting the percentage amounts distributed to participating agencies. The percentage amounts distributed to participating agencies may also be affected by action taken by the RNSP Executive Board.

CITY will use RNSP forfeited assets only to augment CITY's law enforcement services. If the forfeiting agency or applicable RNSP Memorandum of Understanding attaches any additional or more specific conditions on the use of said assets, CITY shall 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 and the RNSP Memorandum of Understanding.

Subject to conditions imposed by the forfeiting agency and the RNSP Memorandum of Understanding and to the requirement that RNSP forfeited assets be used to augment law enforcement services, COUNTY shall place forfeited cash or cash from the sale of forfeited assets in an interest-bearing account for use in CITY in compliance with the forfeiting agency's regulations and the RNSP Memorandum of Understanding.

ATTACHMENT F

RESOLUTION NO 2000-608

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAGUNA NIGUEL, CALIFORNIA,
AUTHORIZING PARTICIPATION IN THE
ORANGE COUNTY SHERIFF'S DEPARTMENT
TRAFFIC VIOLATOR APPREHENSION PROGRAM

WHEREAS, the City of Laguna Niguel contracts with the Orange County Sheriff's Department for law enforcement services; and

WHEREAS, as a contract city, Laguna Niguel is eligible to participate in the County's new Traffic Violator Apprehension Program; and

WHEREAS, the goals of the Traffic Violator Apprehension Program are to reduce the number of collisions involving suspended or unlicensed drivers, to reduce the number of hit and run collisions, to establish a public education program to deter violators, and to establish a cost recovery system to pay for continued enforcement; and

WHEREAS, the Traffic Violator Apprehension Program is funded by a Traffic Safety Grant from the State of California and on-going revenues will be generated from the collection of vehicle impound fees within the unincorporated areas of the County and participating cities that contract for law enforcement services with the Orange County Sheriff's Department; and

WHEREAS, the Orange County Sheriff's Department has proposed that the Laguna Niguel City Council establish a fee of \$50 for each vehicle towed/stored/impounded as a result of negligent operation of a vehicle and a \$152 fee for each vehicle impounded for thirty days from an unlicensed or suspended license drivers, based on the actual administrative costs associated with such law enforcement activities; and

WHEREAS, all of the impound fees will be collected by the County and deposited into a Traffic Violator Apprehension Fund for use by this program exclusively;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA NIGUEL, CALIFORNIA, RESOLVES as follows:

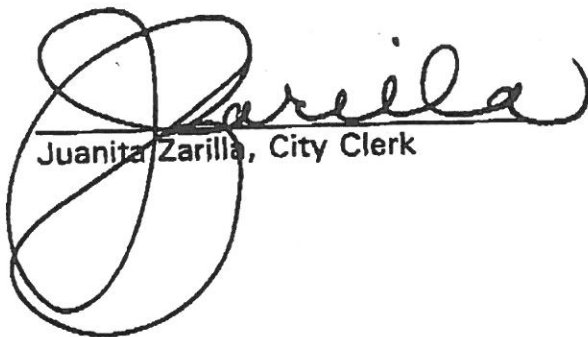
1. The City Council authorizes the participation of the City of Laguna Niguel in the Orange County Sheriff Department Traffic Violator Apprehension and Administrative Fee Recovery Program.

2. The City Council hereby finds that the proposed fees for the Program equal the administrative costs relating to the removal, impound, storage and release of impounded vehicles as is required by Vehicle Code Section 22850.5.
3. The City Council hereby adopts the following fees:
 - a. \$50 for each vehicle towed, stored or impounded as a result of the negligent operation of the vehicle.
 - b. \$152 for each vehicle towed, stored or impounded as a result of operation by an unlicensed or suspended licensed driver.

PASSED, APPROVED AND ADOPTED this 1st day of August, 2000.


Mimi Walters, Mayor

ATTEST:


Juanita Zarilla, City Clerk

CERTIFICATION

State of California)
County of Orange)ss
City of Laguna Niguel)

I, Juanita L. Zarilla, City Clerk of the City of Laguna Niguel, California, do hereby certify that the foregoing is Resolution No. 2000-608 which was adopted at a regular meeting of the City Council of the City of Laguna Niguel, California, held on August 1, 2000 by the following vote:

AYES: Councilmembers Brown, DeYoung, Goodman, and
Mayor Walters

NOES: None

ABSTENTIONS: None

ABSENT: Mayor Pro Tem Lindholm



Juanita L. Zarilla, CMC
City Clerk

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

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