

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

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THIS AGREEMENT is entered into this First day of May 2022, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA HILLS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall commence July 1, 2022 and terminate June 30, 2023 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, 2023 for COUNTY to provide to CITY, during all or part of the period between July 1, 2023 and June 30, 2024, 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, 2023 and August 31, 2023 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, 2022 through June 30, 2023. 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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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 the COUNTY for the period July 1, 2022 through June 30, 2023, is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 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.

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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:**

- 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 designated by SHERIFF for
12 use within CITY service area.
- 13 2. SHERIFF has the exclusive right to use said BWC and ICV for law
14 enforcement services related to this Agreement.
- 15 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
16 BWC and the acquisition and installation of ICV , and b) recurring costs, as
17 deemed necessary by COUNTY, including the costs of maintenance and
18 contributions to a fund for replacement and upgrade of such BWC and ICV
19 when they become functionally or technologically obsolete.

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of BWC and ICV, are included in the costs set forth in
22 Attachment C and the Maximum Obligation of CITY set forth in Subsection
23 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
24 not be charged additional amounts for maintenance or replacement/upgrade
25 of said BWC and ICV during the period July 1, 2022 through June 30, 2023.

- 26 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
27 requires BWC and ICV for additional SHERIFF's personnel or vehicles
28 designated for use in the CITY service area, COUNTY will purchase said

1 **E. BODY WORN CAMERA AND IN CAR VIDEO: Continued)**

2 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
3 COUNTY a) the full costs of acquisition and of additional BWC and the full
4 cost of acquisition and installation of additional ICV, and b) the full recurring
5 costs for said BWC and ICV, as deemed necessary by COUNTY, including
6 the costs of maintenance, and contributions to a fund for replacement and
7 upgrade of such BWC and ICV when they become functionally or
8 technologically obsolete. Said costs related to additional BWC and ICV are
9 not included in, and are in addition to, the costs set forth in Attachment C
10 and the Maximum Obligation of CITY set forth in Subsection G-2 of this
11 Agreement.

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

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

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

24 **G. PAYMENT:**

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

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

2 COUNTY General overhead.

- 3 2. Unless the level of service set forth in Attachment A is increased or
4 decreased by mutual agreement of the parties, or CITY is required to pay
5 for increases as set forth in Subsection G-4, the Maximum Obligation of
6 CITY for services, other than Licensing Services, set forth in Attachment A
7 of this Agreement, to be provided by the COUNTY for the period
8 July 1, 2022 through June 30, 2023, shall be \$9,742,502 as set forth in
9 Attachment C.

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

- 15 3. COUNTY shall invoice CITY monthly. During the period July 1, 2022
16 through June 30, 2023, said invoices will require payment by CITY of one-
17 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
18 of this Agreement, as said Maximum Obligation may have been increased
19 or decreased pursuant to mutual agreement of the parties. In addition, if a
20 determination is made that increases described in Subsection G-4 must be
21 paid, COUNTY thereafter shall include the pro-rata charges for such
22 increases in its monthly invoices to CITY for the balance of the period
23 between July 1, 2022 and June 30, 2023.

- 24 4a. At the time this Agreement is executed, there may be unresolved issues
25 pertaining to potential changes in salaries and benefits for COUNTY
26 employees. The costs of such potential changes are not included in the
27 Fiscal Year 2022-23 cost set forth in Attachment C nor in the Fiscal Year
28 2022-23 Maximum Obligation of CITY set forth in Subsection G-2 of this

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

2 Agreement. If the changes result in the COUNTY incurring or becoming
3 obligated to pay for increased costs for or on account of personnel whose
4 costs are included in the calculations of costs charged to CITY hereunder,
5 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
6 Subsection G-2 of this Agreement, the full costs of said increases to the
7 extent such increases are attributable to work performed by such personnel
8 after July 1, 2022, and CITY's Maximum Obligation hereunder shall be
9 deemed to have increased accordingly. CITY shall pay COUNTY in full for
10 such increases on a pro-rata basis over the portion of the period between
11 July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that
12 increases are payable. If the changes result in the COUNTY incurring or
13 becoming obligated to pay for decreased costs for or on account of
14 personnel whose costs are included in the calculations of costs charged to
15 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
16 the extent such decreases are attributable to work performed by such
17 personnel during the period July 1, 2022 through June 30, 2023, and CITY's
18 Maximum Obligation hereunder shall be deemed to have decreased
19 accordingly. COUNTY shall reduce required payment by CITY in full for
20 such decreases on a pro-rata basis over the portion of the period between
21 July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that
22 the Maximum Obligation has decreased.

23 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
24 above, COUNTY, at the request of CITY, will thereafter reduce the level of
25 service to be provided to CITY as set forth in Attachment A of this
26 Agreement to a level that will make the Maximum Obligation of CITY
27 hereunder for the period July 1, 2022 through June 30, 2023 an amount
28 specified by CITY that is equivalent to or higher or lower than the Maximum

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

2 Obligation set forth in Subsection G-2 for said period at the time this
3 Agreement originally was executed. The purpose of such adjustment of
4 service levels will be to give CITY the option of keeping its Maximum
5 Obligation hereunder at the pre-increase level or at any other higher or
6 lower level specified by CITY. In the event of such reduction in level of
7 service and adjustment of costs, the parties shall execute an amendment to
8 this Agreement so providing. Decisions about how to reduce the level of
9 service provided to CITY shall be made by SHERIFF with the approval of
10 CITY.

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

14 6. COUNTY shall charge CITY late payment penalties in accordance with
15 County Billing Policy.

16 7. As payment for the Licensing Services described in Subsection C-7 of this
17 Agreement, COUNTY shall retain all fees paid by applicants for licenses
18 pursuant to CITY ordinances listed in Attachment B hereto. Retention of
19 said fees by COUNTY shall constitute payment in full to COUNTY for costs
20 incurred by COUNTY in performing the functions related to licensing
21 described in Subsection C-7; provided, however, that if any of said fees are
22 waived or reduced by CITY, CITY shall pay to COUNTY the difference
23 between the amount of fees retained by COUNTY and the fees that were
24 set forth in the ordinances listed in Attachment B at the time this Agreement
25 was executed. If CITY increases the fee schedule for the licensing
26 ordinances set forth in Attachment B, either party shall have the right to
27 seek amendment of this Agreement with respect to the division of the
28 increased fees between CITY and COUNTY.

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

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

7 **H. NOTICES:**

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

12 **CITY:** ATTN: CITY MANAGER
13 24035 EL TORO ROAD
14 LAGUNA HILLS, CA 92653

15 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
16 SHERIFF-CORONER DEPARTMENT
17 320 NORTH FLOWER STREET, SUITE 108
18 SANTA ANA, CA 92703

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

22 **I. STATUS OF COUNTY:**

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

1 **I. STATUS OF COUNTY:** (Continued)

2 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
3 shall not be entitled to any rights or privileges of CITY employees and shall not
4 be considered in any manner to be CITY employees.

5 **J. STATE AUDIT:**

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

14 **K. ALTERATION OF TERMS:**

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

20 **L. INDEMNIFICATION:**

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

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

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

- 23 2. COUNTY shall indemnify and hold harmless CITY and its elected and
24 appointed officials, officers, agents, employees, subcontractors and
25 independent contractors from any claim, demand or liability whatsoever
26 based or asserted upon any act or omission of COUNTY or its elected and
27 appointed officials, officers, agents, employees, subcontractors or
28 independent contractors related to this Agreement, for property damage,

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

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

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

9 1. COUNTY has established a Traffic Violator Apprehension Program [“the
10 Program”], which is operated by SHERIFF, and is designed to reduce
11 vehicle accidents caused by unlicensed drivers and drivers whose licenses
12 are suspended and to educate the public about the requirements of the
13 Vehicle Code and related safety issues with regard to driver licensing,
14 vehicle registration, vehicle operation, and vehicle parking. The Program
15 operates throughout the unincorporated areas of the COUNTY and in the
16 cities that contract with COUNTY for SHERIFF’s law enforcement services,
17 without regard to jurisdictional boundaries, because an area-wide approach
18 to reduction of traffic accidents and driver education is most effective in
19 preventing traffic accidents. In order for CITY to participate in the Program,
20 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
21 same amount as approved by COUNTY, as set forth in the resolution that is
22 attached hereto as Attachment F and incorporated into this Agreement by
23 reference [hereinafter referred to as a “TVAP resolution”], and has directed
24 that the revenue from such fee be used for the Program. CITY’s
25 participation in the Program may be terminated at any time by rescission or
26 amendment of the TVAP resolution that is attached hereto as Attachment F.
27 In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP
28 resolution and adopts a new TVAP resolution pertaining to the above-

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

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

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

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

- 15 • Ten one hundredths of one (0.10) Sergeant
16 (8 hours per two-week pay period)
- 17 • One (1) Staff Specialist
18 (80 hours per two-week pay period)
- 19 • One (1) Office Specialist
20 (80 hours per two-week pay period)

21 4. Fee revenue generated by CITY may be used to reimburse CITY for
22 expenditures for equipment and/or supplies directly in support of the
23 Program. In order for an expenditure for equipment and/or supplies to be
24 eligible for reimbursement, CITY shall submit a request for and obtain pre-
25 approval of the expenditure by using the form as shown in Attachment G.
26 The request shall be submitted within the budget schedule established by
27 SHERIFF. SHERIFF shall approve the expenditure only if both of the
28 following conditions are satisfied: 1) there are sufficient Program funds,

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M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

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

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

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1 **N. MOBILE DATA COMPUTERS:**

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

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

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

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of MDCs, are included in the costs set forth in
16 Attachment C and the Maximum Obligation of CITY set forth in Subsection
17 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
18 not be charged additional amounts for maintenance or replacement/upgrade
19 of said MDCs during the period July 1, 2022 through June 30, 2023.

20 4. If, following the initial acquisition of MDCs referenced above, CITY requires
21 MDCs for additional patrol cars or motorcycles designated for use in the
22 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
23 said additional MDCs. Upon demand by COUNTY, CITY will pay to
24 COUNTY a) the full costs of acquisition and installation of said additional
25 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
26 by COUNTY, including the costs of maintenance, and contributions to a
27 fund for replacement and upgrade of such MDCs when they become
28 functionally or technologically obsolete. Said costs related to additional

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

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

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

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

- 11 1. As part of the law enforcement services to be provided to CITY, COUNTY
12 has provided, or will provide, E-Citation units designated by COUNTY for
13 use within CITY limits.
- 14 2. SHERIFF has the exclusive right to use said E-Citation units 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 E-Citation units that are assigned to CITY, and b) recurring costs, as
18 deemed necessary by COUNTY, including the costs of maintenance and
19 contributions to a fund for replacement and upgrade of such E-Citation units
20 when they become functionally or technologically obsolete.

21 The costs to be paid by CITY for recurring costs, including maintenance and
22 replacement/upgrade of E-Citation units, are included in the costs set forth
23 in Attachment C and the Maximum Obligation of CITY set forth in
24 Subsection G-2 of this Agreement unless CITY has already paid such costs.
25 CITY shall not be charged additional amounts for maintenance or
26 replacement/upgrade of said E-Citation units during the period July 1, 2022
27 through June 30, 2023.

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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: Mark A. [Signature]
Deputy

DATED: 5/3/22

**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 | |

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CITY OF LAGUNA HILLS
ORDINANCE NO. 92-6
LICENSING

BINGO GAME
BINGO OFFICIAL
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
MESSAGE 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 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 |

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

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

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

II. DEFINITIONS

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

III. FIXED PRICE CONTRACTS

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

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

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

IV. ACTUAL COST CONTRACTS

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

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

V. PAYMENT DUE DATES

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

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

VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

VII. COLLECTIONS

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

VIII. DISCOUNT FOR EARLY PAYMENT

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

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

IX. DEFERRED REVENUE

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

X. COST RECOVERY

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

XI. EXISTING CONTRACTS

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

XII. DEVIATIONS FROM POLICY

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

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

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

CONTRACTED PATROL AND INVESTIGATION OFFICERS

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

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

CITY OF LAGUNA HILLS

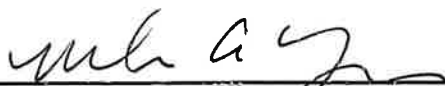


CERTIFICATION

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 attached 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.

(SEAL)



MELISSA AU-YEUNG, City Clerk
Laguna Hills, California

DATED: This 13th day of October 2021.

RESOLUTION NO. 2021-10-12-5

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)

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

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

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

- 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 vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle; and

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

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

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

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

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

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

WHEREAS, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

- a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
- b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and
- d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

WHEREAS, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a Notice of Public Hearing with respect to the proposed updated fee was given according to law and a Public Hearing with respect to the proposed updated was held on the 12th day of October 2021.

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.

SECTION 2. The City is authorized to continue to participate in the Orange County Sheriff's Department Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with OCSD.

SECTION 3. Effective immediately, a fee of \$144.00 shall be charged for the removal, impound, storage or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of the Vehicle Code provisions listed below:

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22651 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
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- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

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

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The OCSD shall not impose the fee established herein in any of the following circumstances: a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was not permitted; b) when the vehicle was stolen; c) when the vehicle was left by an ill or injured driver; or d) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

SECTION 9. A registered owner or an agent of a registered owner who believes they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the OCSD may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the OCSD, the Administrative Sergeant or their designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. The OCSD is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund and shall be used in conformance with the County's restrictions for the Traffic Violator Fund and with any applicable provisions set forth in the City's agreement with the OCSD for law enforcement services.

SECTION 11. The Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein

SECTION 12. The City Council finds that the adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of the CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code, which provide that CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public

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

SECTION 13. City Council Resolution No. 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

ATTEST:


MELISSA AU-YEUNG, 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-YEUNG, CITY CLERK

