



AGENDA of THE LAGUNA WOODS CITY COUNCIL

**Adjourned Regular Meeting
June 26, 2013
2:00 P.M.**

**Council Chambers
Laguna Woods City Hall
24264 El Toro Road
Laguna Woods, CA 92637**

AGENDA DESCRIPTION: The Agenda descriptions are intended to give notice, to members of the public, of a general summary of items of business to be transacted or discussed. The listed Recommended Action represents staff or a particular Committee's recommendation. The City Council may take any action, which it deems to be appropriate on the agenda item and is not limited in any way by the recommended action. Any person wishing to address the City Council on any matter, whether or not it appears on this agenda, is requested to complete a "Request to Speak" form available at the door. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council. Whenever possible, lengthy testimony should be presented to the City Council in writing (8 copies) and only pertinent points presented orally. Requests to speak to items on the agenda shall be heard at the appropriate point on the agenda; requests to speak about subjects not on the agenda will be heard during the Public Comment section of the meeting.

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

COUNCILMEMBERS: ☐ Conners ☐ Hack ☐ Hatch
☐ Robbins, Mayor Pro Tem ☐ Ring, Mayor

IV. CONSENT CALENDAR

- 4.1 Approve the reading by title of all ordinances and resolutions. Said ordinances and resolutions that appear on the public agenda shall be determined to have been read by title only and further reading waived.

RECOMMENDED ACTION: Waive reading of ordinances and resolutions.

- 4.2 Fiscal Year 2013-14 All Funds Budget

RECOMMENDED ACTION: Approve four resolutions implementing the City's Fiscal Year 2013-14 budget, entitled:

A. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

B. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEARS 2013-14 THRU 2019-20 IN CONFORMANCE WITH MEASURE M REQUIREMENTS

C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT OF THE CITY OF LAGUNA WOODS AND EXISTING MITIGATION FEE PROGRAMS

D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

4.3 Local Law Enforcement Services

RECOMMENDED ACTION: Approve an agreement with the County of Orange for Fiscal Year 2013-14 law enforcement services in the City of Laguna Woods, and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

4.4 Supplemental Law Enforcement Law Enforcement Services Act

RECOMMENDED ACTION: Authorize the use of Supplemental Law Enforcement Services Fund/Supplemental Law Enforcement Services Act funding for salaries, benefits, supervision and equipment for traffic enforcement.

4.5 Polystyrene Foam Ban

RECOMMENDED ACTION: Approve Administrative Policy 4.23 Polystyrene Foam-Undue Hardship Exemption.

VI. PUBLIC COMMENTS

VII. CITY COUNCIL COMMENTS AND ANNOUNCEMENTS

VIII. CLOSED SESSION

None

IX. ADJOURNMENT

The meeting will be adjourned to a regular meeting of the City Council at 2:00 p.m. on Wednesday, July 17, 2013 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

AMERICANS WITH DISABILITIES ACT: In compliance with Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk at (949) 639-0500 (Voice) or, TDD (949) 639-0535 or the California Relay Service at (800) 735-2929 if you have a TDD or (800) 735-2922 if you do not have a TDD. Notification 48 hours prior to the meeting should enable the City to make reasonable arrangements to assure accessibility to the meeting.

AGENDA: The City Council agenda and agenda back-up materials are available from the Office of the City Clerk, after 4:30 p.m., on the Friday prior to the City Council meeting. The office of the City Clerk is located at Laguna

Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637. Copies of the agenda are provided at no cost. Agenda back-up materials are available at City Hall for inspection and copies are available at no charge prior to the meeting. A per page copy cost does apply after the meeting. If you wish to be added to the e-mail or regular mail list to receive a copy of the agenda, a request must be made to the City Clerk in writing. Copies of the agenda are mailed only if stamped, self-addressed envelopes are provided. The City of Laguna Woods mailing address is 24264 El Toro Road, Laguna Woods, CA 92637. Phone: (949) 639-0500, FAX (949) 639-0591.

I declare under penalty of perjury that I posted this notice of agenda at the locations designated by Resolution 02-33.

6/21/13
Date

Leslie A. Keane
Leslie A. Keane, City Clerk

4.1-4.5

CONSENT CALENDAR SUMMARY

City of Laguna Woods Agenda Report

FOR: June 26, 2013 City Council Meeting

TO: Honorable Mayor and Councilmembers

FROM: Leslie A. Keane, City Manager 

Agenda Item: Consent Calendar

Recommendation:

Approve all proposed actions on the June 26, 2013 Consent Calendar by single motion and Council action.

Discussion:

In general, the Consent Calendar contains routine matters or matters that have already been discussed by Council. It is adopted in total with a single motion and Council action. However, if any councilmember or member of the public has questions or wishes to discuss an item further, it may be removed from the Consent Calendar and placed later in the agenda for discussion and action. The way to remove an item from the Consent Calendar is to request its removal, by agenda item number, immediately prior to the adoption of the Consent Calendar. Members of the public may fill out a request to speak on the item they wish removed and the City Clerk will note the item. No reason need be given with the request. Items pulled from the Consent Calendar are not discussed at the time they are pulled; they are scheduled for discussion immediately after action on the balance of the Consent Calendar.

The June 26th Consent Calendar contains the following five items:

- 4.1 Approval of a motion to allow reading proposed ordinances and resolutions by title only – this is a standard practice in cities. If this motion is not approved, all ordinances and resolutions must be read out loud in their entirety during the Council Meeting.

- 4.2 Approval of four resolutions implementing the Fiscal Year 2013-14 all funds budget. The City Council discussed budget proposals at two public meetings on May 1, 2013 and on June 19, 2013 and made modifications and directed the City Manager to prepare the required implementing resolutions.

The City Manager's proposed budget totals \$8.55 million; this figure includes the FY 2013-14 budget and the balance of the capital improvement program carried forward from prior years. The following specific Fund budgets are proposed:

General Fund	\$ 4,340,913
Community Services Special Funds	\$412,034
Environmental Special Funds	\$440,143
Public Safety Special Funds	\$339,349
Self Insurance Fund	\$211,387
Transportation Fund	\$1,022,915
Capital Improvement Program carryover*	\$1,768,946

* This amount is the estimated program balance on July 1, 2013

The budget contains the following nine full-time staff positions:

City Manager
 Assistant City Manager
 Public Safety Director
 Administrative Coordinator/Risk Manager
 Deputy City Clerk
 Building Official
 Planning Manager
 Community Services Manager
 Finance Manager

In addition to establishing the approved appropriations (#A), the proposed resolutions approve the seven year capital improvement program (#B); certify conformance of the City's circulation element with the Master Plan of Arterial Highways (#C); and establish the City's annual appropriations limit (#D).

Article XIII of the California State Constitution requires local governments to establish an annual appropriations limit. The base limit was established by

Laguna Woods' voters in 2002. This limit is modified each year by the change in County or State population and the change in personal income or non-residential assessed valuation. Cities are not able to retain any proceeds of taxes that exceed their approved limit. Adopting the appropriations limit does not result in any changes to taxes or fees paid by residents or businesses; it simply allows the City the ability to retain funds it anticipates receiving during the fiscal year if they total less than the limit. The Fiscal Year 2013-14 limit totals \$ 8,490,060; specific calculation data are available in the Finance Manager's office. The City anticipates actually receiving only \$3,215,000 in Fiscal Year 2013-14 revenues that are subject to the appropriations limit.

The proposed Fiscal Year 2013-14 budget is balanced and in conformance with all City budget policies and City Council direction to date.

- 4.3 Approval of the Fiscal Year 2013-14 law enforcement services contract with the Orange County Sheriff's Department in the amount of \$1,388,991. This represents a 4.29% increase from the current year contract amount, which relates to increases in overtime, county benefits, transportation expense, and division overhead. The proposed agreement includes the continuation of existing service levels, including two patrol shifts per day, seven days a week as well as afterhours coverage shared with surrounding cities. The agreement clarifies that all of the deputy positions are responsible for traffic enforcement and includes new language that requires the Sheriff to consult with the City Manager prior to assigning a new Lieutenant/Chief of Police Services to the City. Staffing assigned to Laguna Woods includes four patrol/traffic deputies and one investigator with related supervision and expenses. The agreement allows the City to "defund" the patrol/traffic deputy position assigned to the red light photo enforcement program with 90 days notice to the County.
- 4.4 Allocation of the City's Fiscal Year 2013-14 Supplemental Law Enforcement Services Fund (SLESF)/Supplemental Law Enforcement Services Act (SLESA) funding for salaries, benefits, supervision and equipment for traffic enforcement services. The City expects to receive \$100,000 in funding from this program, pending adoption of the state budget.
- 4.5 Approval of an administrative policy outlining the undue hardship exemption process for the City's polystyrene foam prohibition regulations.

ITEMS 4.1 – 4.5

In conformance with the regulations, this policy allows food vendors to request a one year exemption due to economic hardship, unavailable alternatives, or contract/franchise terms. The polystyrene prohibition will be effective July 1, 2013.

The above matters are routine and/or have been reviewed by the Council on other occasions. Staff recommends that they be approved as part of the June 26, 2013 Consent Calendar.

If you have questions about any of the above items, feel free to call me prior to the meeting so that I may provide additional information.

4.1
WAIVE READING OF ORDINANCES AND
RESOLUTIONS
(No Report)

FISCAL YEAR 2013-14 ALL FUNDS BUDGET

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014

THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The budget of the City of Laguna Woods for the fiscal year commencing July 1, 2013 and ending June 30, 2014 as prepared and submitted by the City Manager and as modified by the City Council, is hereby approved and adopted as the budget of the City of Laguna Woods for Fiscal Year 2013-14.

SECTION 2. From the effective date of said budget, the total amount as stated therein for each departmental activity account in the operating budget shall be, and is, appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager providing there is no change in the total appropriations within any fund as authorized by the City Council.

SECTION 3. At the close of the fiscal year, unexpended appropriations in the operating budget will be encumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for capital projects as approved by the City Council will be carried forward to the next succeeding budget upon approval of the City Manager.

SECTION 4. Total appropriations within Funds will be increased only by amendment of the budget by motion of the City Council.

SECTION 5. The City Manager may decrease revenue estimates to reflect economic change during the fiscal year and may reduce expenditure appropriations within funds as a method of fiscal control.

SECTION 6. The following budget appropriations for Fiscal Year 2013-14 are hereby authorized:

ITEM 4.2 A

GENERAL FUND	\$ 4,340,913
COMMUNITY SERVICES FUNDS	\$ 412,034
ENVIRONMENTAL FUNDS	\$ 440,143
PUBLIC SAFETY FUNDS	\$ 339,349
SELF INSURANCE FUND	\$ 211,387
TRANSPORTATION FUNDS	\$ 1,022,915

SECTION 7. The following full time staff positions are hereby authorized as a part of the Fiscal Year 2013-14 budget:

- 1.00 Administrative Coordinator
- 1.00 Assistant City Manager
- 1.00 Building Official
- 1.00 City Manager
- 1.00 Community Services Manager
- 1.00 Deputy City Clerk
- 1.00 Finance Manager
- 1.00 Planning Manager
- 1.00 Public Safety Director

SECTION 8. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of June, 2013.

ROBERT B. RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

ITEM 4.2 A

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do
HEREBY CERTIFY that the foregoing **Resolution No. 13-__** was duly adopted by
the City Council of the City of Laguna Woods at a regular meeting thereof, held on
the ____ day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ADOPTING A SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2013-2014 THROUGH 2019-2020 IN CONFORMANCE WITH MEASURE M2 REQUIREMENTS

WHEREAS, the City of Laguna Woods seeks to maintain eligibility to receive an apportionment of Measure M2 sales tax revenues that can be used to fund transportation-related projects and programs; and

WHEREAS, a prerequisite of such eligibility is the annual filing of a Measure M2 eligibility package for review and approval by the Orange County Transportation Authority; and

WHEREAS, one component of the Measure M2 eligibility package for Fiscal Year 2013-2014 is the preparation and City Council adoption of a Seven-Year Capital Improvement Program (CIP) which includes, at a minimum, all projects and programs which are needed to meet and maintain adopted levels of service performance standards, in addition to all projects and programs proposed to receive Measure M2 funding; and

WHEREAS, the FY 2013-2014 expenditures identified in the CIP are consistent with the adopted City of Laguna Woods FY 2013-2014 budget; and

WHEREAS, the CIP is recognized as a program/project finance and planning tool to assist local governments in the long-term development and funding of transportation-related programs and projects, and not a budget commitment; and

WHEREAS, the CIP is updated annually to include adjustments to funding and project schedules;

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

SECTION 1. The City Council of the City of Laguna Woods adopts the City of Laguna Woods Seven-Year Capital Improvement Program, attached hereto as Exhibit 1 and incorporated herein by reference, in conformance with Measure M2 requirements.

SECTION 2. The Deputy City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED on this ____ day of June 2013.

ROBERT RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 13-__** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ____ day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

City of Laguna Woods Seven Year Capital Improvement Program

Exhibit 1

Project	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
City Hall							
Utilities (Generator and Trash Enclosure/Generator Pad)	construction						
\$581,892 - funded/General Fund							
First Floor Carpet	construction						
\$25,000 - funded/General Fund							
Parking Lot/Storm Drain	construction						
\$112,500 - funded/CDBG							
Green Roof	planning	construction					
\$1,067,907 - funded/Grant and General Fund							
Second Floor Reconfiguration		planning	construction				
\$790,000 - unfunded							
Roadways							
El Toro Pavement Rehab (Calle Sonora to Moulton)	construction						
\$586,000 - funded/Grant and MM2							
El Toro Pavement Rehab (Moulton to Ave. Sevilla)				planning	construction		
\$500,000 - unfunded							
El Toro Pavement Rehab (Calle Sonora westbound to Aliso Creek)					planning	construction	
\$950,000 - unfunded							
El Toro Road Median Irrigation	planning	construction					
\$295,550 - grant pending							
Moulton Parkway Smart Street (sidewalks, bicycle lanes, turn lanes)	construction						
\$14 million/Funded by County and MM1 grant							
Moulton Parkway Rehab (Via Campo Verde southbound to city limit)						planning	construction
\$1,650,000 - unfunded							
Moulton Parkway Median Irrigation				planning	construction		
\$830,600 - unfunded							
Santa Maria Median Irrigation				planning	construction		
\$524,200 - unfunded							
Traffic/Pedestrian Signal Modifications		construction	construction				
\$130,361 - funding available/CARITS							

City of Laguna Woods
Seven Year Capital Improvement Program

Exhibit 1

Project	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Parks							
Santa Maria Passive Park/Trailhead							
\$250,000 (planning only) - grant pending	planning	construction	construction				

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, CONCERNING THE STATUS OF THE CIRCULATION ELEMENT OF THE CITY OF LAGUNA WOODS AND EXISTING MITIGATION FEE PROGRAMS

WHEREAS, the City of Laguna Woods desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH); and

WHEREAS, the City of Laguna Woods has endorsed a definition of and a process for determining consistency of the City's Circulation Element of the General Plan with the MPAH; and

WHEREAS, the City of Laguna Woods is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years 2011-2012 and 2012-2013; and

WHEREAS, the City of Laguna Woods is required biennially to send to the OCTA all recommended changes to the City's Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Combined Transportation Funding Programs; and

WHEREAS, the City of Laguna Woods is required to adopt a resolution biennially to adopt a Mitigation Fee Program;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF LAGUNA WOODS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

The City of Laguna Woods hereby informs the OCTA that:

Section 1. The arterial highway portion of the City's Circulation Element is in conformance with the MPAH.

Section 2. The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during the Fiscal Years 2011-2012 and 2012-2013.

Section 3. The City has adopted a uniform setback ordinance providing for the preservation of rights-of-way consistent with the MPAH arterial highway classification.

Section 4. The City has adopted provisions for the limitation of access to arterial highways in order to protect the integrity of the system.

Section 5. The City reaffirms that the City Council concurs with existing Mitigation Fee Programs.

PASSED, APPROVED AND ADOPTED on this ____ day of June 2013.

ROBERT RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 13-__** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ____ day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

RESOLUTION NO. 13-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2013-14

WHEREAS, the voters of California, on November 6, 1979, added Article XIII B to the State Constitution, placing various limitations on appropriations of state and local governments; and

WHEREAS, Article XIII B provides that the appropriations limit for the fiscal year 2013-14 is calculated by adjusting the base year appropriations of fiscal year 2001-02 and subsequent years for changes in the cost of living and population; and

WHEREAS, Proposition 111 (Section 1.5 of Article XIII B), enacted by the voters on June 5, 1990, modified the method of calculating the limit; and

WHEREAS, the voters of Laguna Woods set the base appropriations limit for the City of Laguna Woods at \$4,165,544 in 2002; and

WHEREAS, the City of Laguna Woods has complied with all of the provisions of Article XIII B in determining the appropriations limit for Fiscal Year 2013-14;

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

SECTION 1. The City of Laguna Woods chooses to use the change in California per capita personal income as the inflation adjustment factor for Fiscal Year 2013-14.

SECTION 2. The City of Laguna Woods chooses to use the change in population for the County of Orange as the growth adjustment factor for Fiscal Year 2013-14.

SECTION 3. Documentation for calculation of the limit is on file in the Finance Department and will be reviewed by the City's auditors during the annual financial audit, as required by Proposition 111.

SECTION 4. The Fiscal Year 2013-14 appropriations limit for the City of Laguna Woods is hereby established as \$8,490,060.

PASSED, APPROVED and ADOPTED on this ___ day of June 2013.

BOB RING, Mayor

ATTEST:

MARC DONOHUE, Deputy City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, MARC DONOHUE, Deputy City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 13-XX** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the ___ day of June 2013, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

MARC DONOHUE, Deputy City Clerk

**APPROPRIATIONS LIMIT CALCULATION
CITY OF LAGUNA WOODS
FY 13-14**

ITEM 4.2

Population Change	County Pop increase: .78 City Pop increase: .44	Higher rate selected
Population converted to ratio: $(.78+100)/100 = 1.0078$		
Per Capita Change	State cost of living change: Nonresidential New Construction:	5.12
Per Capita Cost of Living change converted to ratio: $(5.12+100)/100 =$		1.0512

Calculation - FY 13-14

FY 12-13 Appropriations Limit:	8,014,032
Calculation of factor for FY 13-14:	
1.0512 X 1.0078 =	1.0594
FY 13-14 Appropriations Limit:	8,490,060

Calculation of FY 13-14 City Proceeds of Taxes vs. FY 13-14 Appropriations Limit

Property	2,133,000
Sales	655,000
VLF	0
Off Hwy	0
TOT	<u>407,400</u>
Subtotal	3,195,400
Interest on Proceeds of Taxes	<u><u>19,600</u></u>
Total Proceeds of Taxes	3,215,000
FY 13-14 Appropriations Limit	8,490,060
Total GF Revenues	4,669,300

4.3

LOCAL LAW ENFORCEMENT SERVICES

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

7 **THIS AGREEMENT** is entered into this First day of May 2013, which
8 date is enumerated for purposes of reference only, by and between the CITY OF
9 LAGUNA WOODS, 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	7
E. Patrol Video Systems	10
F. Licensing Services by CITY	11
G. Payment	11
H. Notices	16
I. Status of COUNTY	17
J. State Audit	17
K. Alteration of Terms	18
L. Indemnification	18
M. Traffic Violator Apprehension Program	20
N. Mobile Data Computers	22
Signature Page	25
//	
//	
//	
//	
//	
//	
//	
//	
//	
//	

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2013 and terminate June
3 30, 2014.

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

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

7 2. If COUNTY and CITY have not entered into a written agreement by June
8 30, 2014 for COUNTY to provide to CITY, during all or part of the period
9 between July 1, 2014 and June 30, 2015, law enforcement services similar
10 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's
11 Manager, on behalf of CITY, are authorized to execute a written amendment
12 to this Agreement that provides as follows and does not materially alter
13 other terms of the Agreement: SHERIFF shall continue to provide to CITY
14 all or a designated part of the law enforcement services specified herein, for
15 a specified time period between July 1, 2014 and August 31, 2014 and CITY
16 shall pay COUNTY the full costs of providing such services. Such full costs
17 may be greater than those listed herein for the period July 1, 2013 through
18 June 30, 2014. SHERIFF and CITY Manager shall file copies of any such
19 amendments to this Agreement with the Clerk of COUNTY's Board of
20 Supervisors and CITY's Clerk.

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

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

27 2. The night, day and evening patrol and supervisory shifts will be established
28 by SHERIFF. Personnel of each shift may work varying and different times

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

2 and may be deployed to other shifts when, in the opinion of SHERIFF and
3 CITY Manager, the need arises. Any long-term shift deployment change will
4 be reported to CITY's Council.

- 5 3. The level of service, other than for licensing, to be provided by COUNTY for
6 the period July 1, 2013 through June 30, 2014, shall be as follows:

7 **Patrol / Traffic Services:**

- 8 • Four (4) Deputy Sheriff IIs
9 (each 80 hours per two week pay period)
10 • Six hundredths of one (0.06) Sergeant
11 (4.8 hours per two-week pay period)
12 • Thirty-six hundredths (0.36) of one Deputy Sheriff II
13 (28.8 hours per two-week pay period)

14 Deployment to be determined by SHERIFF in cooperation with CITY
15 Manager.

16 **Investigation Services:**

- 17 • One (1) Investigator (80 hours per two-week pay period)

18 **Regional Support Services:**

- 19 • 2.09 percent of one half of one (0.50) Sergeant – Traffic
20 • 2.09 percent of three (3) Deputy Sheriff IIs – Traffic
21 • 2.09 percent of one (1) Investigative Assistant – Traffic
22 • 2.09 percent of one (1) Office Specialist – Traffic
23 • 0.95 percent of one fourth of one (0.25) Sergeant – Auto Theft
24 • 0.95 percent of two (2) Investigators – Auto Theft
25 • 0.95 percent of one (1) Investigative Assistant – Auto Theft
26 • 0.95 percent of one (1) Office Specialist – Auto Theft
27 • 0.36 percent of three (3) Investigative Assistants – Court

28 //

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

- 2 4. For any service listed in Subsection C-3 in this Agreement that is provided
3 to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
4 the option to terminate such service in the event the other city or cities that
5 contract(s) for the balance of the time of the employee providing the service
6 no longer pay(s) for such service and CITY does not request the Agreement
7 be amended to provide for payment of 100% of the cost of the employee
8 providing such service. The Maximum Obligation of CITY set forth in
9 Subsection G-3 will be adjusted accordingly.
- 10 5. All services contracted for in this Agreement may not be operational on the
11 precise date specified in this Agreement. In those instances, SHERIFF
12 shall notify CITY Manager of the date or dates such service or services are
13 to be implemented. COUNTY shall reduce the monthly charges to CITY,
14 based on the actual date of implementation of the service or services.
15 Charges shall be reduced on the next monthly billing tendered in
16 accordance with Subsection G-4 of this Agreement.
- 17 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
18 staff the CITY's Emergency Operations Center (EOC) with a Lieutenant or
19 Sergeant to assist the CITY with the operations of the EOC. Such services
20 may be considered supplemental to the contract and chargeable to the
21 CITY on a time and material basis to the extent the services provided are at
22 a level greater than that specified in Subsection C-3 of this Agreement.
- 23 7. With respect to the licensing ordinances of CITY listed in Attachment A
24 hereto, which is incorporated herein by this reference, SHERIFF shall
25 receive applications for CITY licenses pursuant to said ordinances and
26 complete investigations relating to such applications. Such investigations
27 shall be forwarded to CITY Manager. COUNTY shall not provide any
28 advisory, administrative, hearing or litigation attorney support or services

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

2 related to licensing. COUNTY shall not provide any administrative or
3 investigatory services related to the licensing ordinances listed in
4 Attachment A hereto, except the investigations relating to initial applications
5 for which this subsection provides.

6 In the event, CITY amends Attachment A, CITY's Manager, on behalf of
7 CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an
8 amendment of this Agreement to substitute CITY's amended Attachment A
9 hereto, as long as said Amendment to this Agreement does not materially
10 change any other provision of this Agreement.

11 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
12 CITY Manager, on behalf of CITY, are authorized to execute written
13 amendments to this Agreement to increase or decrease the level of service
14 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually
15 agree that such increase or decrease in the level of service is appropriate.
16 Any such amendment to the Agreement shall concomitantly increase or
17 decrease the cost of services payable by CITY set forth in Subsection G-2
18 and the Maximum Obligation of CITY set forth in Subsection G-3, in
19 accordance with the current year's COUNTY law enforcement cost study.
20 SHERIFF and CITY Manager shall file copies of any such amendments to
21 this Agreement with the Clerk of COUNTY's Board of Supervisors and
22 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and
23 CITY Manager may not, in the aggregate, increase or decrease the cost of
24 services payable by CITY by more than one percent (1%) of the total cost
25 originally set forth in Subsection G-2 and the Maximum Obligation originally
26 set forth in Subsection G-3.

27 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
28 required before execution of any amendment that brings the aggregate total

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

2 of changes in costs payable by CITY to more than one percent (1%) of the
3 total cost originally set forth in Subsection G-2 and the Maximum Obligation
4 originally set forth in Subsection G-3 of this Agreement.

5 9. SHERIFF shall consider input from the CITY Manager regarding the
6 selection and assignment of a Lieutenant to provide services to CITY.

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

8 1. Enhanced services for events on CITY property. At the request of CITY,
9 through its City Manager, SHERIFF may provide enhanced law enforcement
10 services for functions, such as community events, conducted on property
11 that is owned, leased or operated by CITY. SHERIFF shall determine
12 personnel and equipment needed for such enhanced services. To the
13 extent the services provided at such events are at a level greater than that
14 specified in Subsection C-3 of this Agreement, CITY shall reimburse
15 COUNTY for such additional services, at an amount computed by
16 SHERIFF, based on the current year's COUNTY law enforcement cost
17 study. The cost of these enhanced services shall be in addition to the
18 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.
19 SHERIFF shall bill CITY immediately after each such event.

20 2. Supplemental services for occasional events operated by private individuals
21 and entities on non-CITY property. At the request of CITY, through its City
22 Manager, and within the limitations set forth in this subsection D-2,
23 SHERIFF may provide supplemental law enforcement services to preserve
24 the peace at special events or occurrences that occur on an occasional
25 basis and are operated by private individuals or private entities on non-CITY
26 property. SHERIFF shall determine personnel and equipment needed for
27 such supplemental services, and will provide such supplemental services
28 only if SHERIFF is able to do so without reducing the normal and regular

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

2 ongoing services that SHERIFF otherwise would provide to CITY pursuant
3 to this Agreement. Such supplemental services shall be provided only by
4 regularly appointed full-time peace officers, at rates of pay governed by a
5 Memorandum of Understanding between COUNTY and the bargaining
6 unit(s) representing the peace officers providing the services. Such
7 supplemental services shall include only law enforcement duties and shall
8 not include services authorized to be provided by a private patrol operator,
9 as defined in Section 7582.1 of the Business and Professions Code. Law
10 enforcement support functions, including, but not limited to, clerical
11 functions and forensic science services, may be performed by non-peace
12 officer personnel if the services do not involve patrol or keeping the peace
13 and are incidental to the provision of law enforcement services. CITY shall
14 reimburse COUNTY its full, actual costs of providing such supplemental
15 services at an amount computed by SHERIFF, based on the current year's
16 COUNTY law enforcement cost study. The cost of these supplemental
17 services shall be in addition to the Maximum Obligation of CITY set forth in
18 Subsection G-3 of this Agreement. SHERIFF shall bill CITY immediately
19 after each such event.

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

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

2 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
3 providing such supplemental services at an amount computed by SHERIFF,
4 based on the current year's COUNTY law enforcement cost study. The cost
5 of these supplemental services shall be in addition to the Maximum
6 Obligation of CITY set forth in Subsection G-3 of this Agreement. SHERIFF
7 shall bill CITY immediately after each such event.

8 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
9 the services of the Sheriff at events, for which CITY issues permits, that are
10 operated by private individuals or entities or public entities. SHERIFF shall
11 determine personnel and equipment needed for said events. If said events
12 are in addition to the level of services listed in Subsection C-3 of this
13 Agreement, CITY shall reimburse COUNTY for such additional services at
14 an amount computed by SHERIFF, based upon the current year's COUNTY
15 law enforcement cost study. The cost of these services shall be in addition
16 to the Maximum Obligation of CITY set forth in Subsection G-3 of this
17 Agreement. SHERIFF shall bill CITY immediately after said services are
18 rendered.

19 5. In accordance with Government Code 51350, COUNTY has adopted Board
20 Resolution 89-1160 which identifies Countywide services, including but not
21 limited to helicopter response. SHERIFF through this contract provides
22 enhanced helicopter response services. The cost of enhanced helicopter
23 response services is included in the cost of services set forth in Subsection
24 G-2 and in the Maximum Obligation of CITY set forth in Subsection G-3.
25 COUNTY shall not charge any additional amounts for enhanced helicopter
26 services after the cost of services set forth in Subsection G-2 and in the
27 Maximum Obligation set forth in Subsection G-3 has been established
28 without written notification to the CITY.

1 **E. PATROL VIDEO SYSTEMS:**

- 2 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 3 has provided, or will provide, patrol video systems (hereinafter called "PVS")
- 4 that are or will be mounted in patrol vehicles designated by COUNTY for
- 5 use within CITY service area.
- 6 2. SHERIFF has the exclusive right to use said PVS 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 PVS that are or will be mounted in patrol vehicles assigned to
- 10 CITY, and b) recurring costs, as deemed necessary by COUNTY, including
- 11 the costs of maintenance and contributions to a fund for replacement and
- 12 upgrade of such PVS when they become functionally or technologically
- 13 obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and

15 replacement/upgrade of PVS, are included in the costs set forth in

16 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection

17 G-3 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 PVS during the period July 1, 2013 through June 30, 2014.

- 20 4. If, following the initial acquisition of PVS referenced above, CITY requires
- 21 PVS for additional patrol cars designated for use in the CITY service area,
- 22 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
- 23 CITY will pay to COUNTY a) the full costs of acquisition and installation of
- 24 said additional PVS, and b) the full recurring costs for said PVS, as deemed
- 25 necessary by COUNTY, including the costs of maintenance, and
- 26 contributions to a fund for replacement and upgrade of such PVS when they
- 27 become functionally or technologically obsolete. Said costs related to
- 28 additional PVS are not included in, and are in addition to, the costs set forth

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

2 in Subsection G-2 and the Maximum Obligation of CITY set forth in
3 Subsection G-3 of this Agreement.

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

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

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

15 **G. PAYMENT:**

- 16 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
17 COUNTY the full costs of performing the services mutually agreed upon in
18 this Agreement. The costs of services include salaries, wages, benefits,
19 mileage, services, supplies, equipment, and divisional, departmental and
20 COUNTY General overhead.
- 21 2. Unless the level of service described in Subsection C-3 is increased or
22 decreased by mutual agreement of the parties, or CITY is required to pay
23 for increases as set forth in Subsection G-5, the Maximum Obligation of
24 CITY for services, other than Licensing Services, described in Subsection
25 C-3 of this Agreement, to be provided by COUNTY for the period July 1,
26 2013 through June 30, 2014 shall be as follows:

27 //

28 //

1	G. PAYMENT: (Continued)		
2	<u>SERVICE</u>	<u>COST OF SERVICE</u>	
3	Patrol / Traffic Services:		
4	• Four (4) Deputy Sheriff IIs		
5	@ \$225,161/each	\$	900,644
6	• Six hundredths of one (0.06) Sergeant		
7	@ \$266,223/each	\$	15,973
8	• Thirty-six hundredths of one (0.36) Deputy Sheriff II		
9	@ \$206,475/each	\$	74,331
10	Investigation Services:		
11	• One (1) Investigator		
12	@ \$263,917/each	\$	263,917
13	Regional Support Services:		
14	• 2.09% of one half of one (0.50) Sergeant – Traffic		
15	@ \$251,989/each	\$	2,633
16	• 2.09% of three (3) Deputy Sheriff IIs – Traffic		
17	@ \$201,750/each	\$	12,650
18	• 2.09% of one (1) Investigative Assistant – Traffic		
19	@ \$100,261/each	\$	2,095
20	• 2.09% of one (1) Office Specialist - Traffic		
21	@ \$81,249/each	\$	1,698
22	• 0.95% of one fourth of one (0.25) Sergeant – Auto Theft		
23	@ \$251,989/each	\$	598
24	• 0.95% of two (2) Investigators – Auto Theft		
25	@ \$224,762/each	\$	4,270
26	• 0.95% of one (1) Investigative Assistant – Auto Theft		
27	@ \$101,790/each	\$	967
28	//		

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

2 **SERVICE**

COST OF SERVICE

3	• 0.95% of one (1) Office Specialist - Auto Theft	
4	@ \$80,927/each	\$ 769
5	• 0.36% of three (3) Investigative Assistants – Court	
6	@ \$106,001/each	\$ 1,145
7	Other Charges and Credits:	\$ 107,301

8 **Charges:** Annual Leave paydowns and apportionment of cost of
9 leave balances paid at end of employment; contract
10 administration; direct services and supplies; enhanced helicopter
11 response services; holiday pay: comp and straight time; Integrated
12 Law & Justice Agency of Orange County; mobile data computer
13 (MDC) recurring costs; on-call pay; patrol video system (PVS)
14 recurring costs; retirement rate discount expenses (interest and
15 cost of issuance); training; transportation costs including vehicle
16 fuel, mileage interest for replacement vehicles and maintenance.

17 **Credits:** False alarm fees; reimbursement for training and
18 miscellaneous programs; retirement rate discount FY 2013-14.

19 **TOTAL COST OF SERVICES**

\$ 1,388,991

- 20 3. Unless the level of service provided in Subsection C-3 is increased by
21 mutual agreement of the parties, or CITY is required to pay increases as set
22 forth in Subsection G-5, the Maximum Obligation of CITY for services, other
23 than Licensing Services, described in Subsection C-3 of this Agreement, to
24 be provided by the COUNTY for the period July 1, 2013 through June 30,
25 2014, is \$1,388,991.
- 26 4. COUNTY shall invoice CITY monthly. During the period of July 1, 2013
27 through June 30, 2014, said invoices will require payment by CITY of one-
28 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3

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

2 of this Agreement, as said Maximum Obligation may have been increased
3 or decreased pursuant to mutual agreement of the parties. In addition, if a
4 determination is made that increases described in Subsection G-5 must be
5 paid, COUNTY thereafter shall include the pro-rata charges for such
6 increases in its monthly invoices to CITY for the balance of the period
7 between July 1, 2013 and June 30, 2014.

8 5.a. At the time this Agreement is executed, there are unresolved issues
9 pertaining to potential changes in salaries and benefits for COUNTY
10 employees. The costs of such potential changes are not included in the
11 Fiscal Year 2013-14, cost set forth in Subsection G-2 nor in the Fiscal Year
12 2013-14, Maximum Obligation of CITY set forth in Subsection G-3 of this
13 Agreement. If the changes result in the COUNTY incurring or becoming
14 obligated to pay for increased costs for or on account of personnel whose
15 costs are included in the calculations of costs charged to CITY hereunder,
16 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
17 Subsection G-3 of this Agreement, the full costs of said increases to the
18 extent such increases are attributable to work performed by such personnel
19 after July 1, 2013, and CITY's Maximum Obligation hereunder shall be
20 deemed to have increased accordingly. CITY shall pay COUNTY in full for
21 such increases on a pro-rata basis over the portion of the period between
22 July 1, 2013 and June 30, 2014 remaining after COUNTY notifies CITY that
23 increases are payable. If the changes result in the COUNTY incurring or
24 becoming obligated to pay for decreased costs for or on account of
25 personnel whose costs are included in the calculations of costs charged to
26 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
27 the extent such decreases are attributable to work performed by such
28 personnel during the period July 1, 2013 through June 30, 2014, and CITY's

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

2 Maximum Obligation hereunder shall be deemed to have decreased
3 accordingly. COUNTY shall reduce required payment by CITY in full for
4 such decreases on a pro-rata basis over the portion of the period between
5 July 1, 2013 and June 30, 2014 remaining after COUNTY notifies CITY that
6 the Maximum Obligation has decreased.

7 5.b. If CITY is required to pay for increases as set forth in Subsection G-5a
8 above, COUNTY, at the request of CITY, will thereafter reduce the level of
9 service to be provided to CITY, pursuant to Subsection C-3 of this
10 Agreement to a level that will make the Maximum Obligation of CITY
11 hereunder for the period July 1, 2013 through June 30, 2014 an amount
12 specified by CITY that is equivalent to or higher or lower than the Maximum
13 Obligation set forth in Subsection G-3 for said period at the time this
14 Agreement originally was executed. The purpose of such adjustment of
15 service levels will be to give CITY the option of keeping its Maximum
16 Obligation hereunder at the pre-increase level or at any other higher or
17 lower level specified by CITY. In the event of such reduction in level of
18 service and adjustment of costs, the parties shall execute an amendment to
19 this Agreement so providing. Decisions about how to reduce the level of
20 service provided to CITY shall be made by SHERIFF with the approval of
21 CITY.

22 6. CITY shall pay COUNTY in accordance with COUNTY Board of
23 Supervisors' approved County Billing Policy, which is attached hereto as
24 Attachment B and incorporated herein by this reference.

25 7. COUNTY shall charge CITY late payment penalties in accordance with the
26 County Billing Policy.

27 //

28 //

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

- 2 8. As payment for the Licensing Services described in Subsection C-7 of this
3 Agreement, COUNTY shall retain all fees paid by applicants for licenses
4 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
5 said fees by COUNTY shall constitute payment in full to COUNTY for costs
6 incurred by COUNTY in performing the functions related to licensing
7 described in Subsection C-7; provided, however, that if any of said fees are
8 waived or reduced by CITY, CITY shall pay to COUNTY the difference
9 between the amount of fees retained by COUNTY and the fees that were
10 set forth in the ordinances listed in Attachment A at the time this Agreement
11 was executed. If CITY increases the fee schedule for the licensing
12 ordinances set forth in Attachment A, either party shall have the right to
13 seek amendment of this Agreement with respect to the division of the
14 increased fees between CITY and COUNTY.
- 15 9. Fees generated or collected by SHERIFF contract personnel for copying of
16 documents related to the services provided in this Agreement will be at
17 COUNTY-established rates and will be credited to CITY on an annual basis.
- 18 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
19 which is incorporated herein by this reference.

20 **H. NOTICES:**

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

25 **CITY:** ATTN: CITY MANAGER
26 24264 EL TORO ROAD
27 LAGUNA WOODS, CA 92653

28 //

1 **H. NOTICES: (Continued)**

2 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
3 SHERIFF-CORONER DEPARTMENT
4 320 NORTH FLOWER STREET, SUITE 108
5 SANTA ANA, CA 92703

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

9 **I. STATUS OF COUNTY:**

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

19 **J. STATE AUDIT:**

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

28 //

1 **K. ALTERATION OF TERMS:**

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

8 2. CITY may unilaterally defund the level of services to be provided by the
9 COUNTY pursuant to Subsection C-3 of this Agreement as follows:

- 10 • Patrol/Traffic Services – One (1) Deputy Sheriff II

11 In order to defund these services, CITY shall provide COUNTY with written
12 notice of the defunding ninety (90) days in advance of the effective date of
13 the defunding of services. At the expiration of the 90-day notice period,
14 COUNTY shall cease providing the services indicated in the notice and
15 CITY shall no longer be obligated to pay for those services.

16 **L. INDEMNIFICATION:**

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

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

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

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

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

2 contractors in any legal action or claim of any kind based or asserted upon
3 such alleged acts or omissions.

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

5 1. COUNTY has established a Traffic Violator Apprehension Program [“the
6 Program”], which is operated by SHERIFF, and is designed to reduce
7 vehicle accidents caused by unlicensed drivers and drivers whose licenses
8 are suspended and to educate the public about the requirements of the
9 Vehicle Code and related safety issues with regard to driver licensing,
10 vehicle registration, vehicle operation, and vehicle parking. The Program
11 operates throughout the unincorporated areas of the COUNTY and in the
12 cities that contract with COUNTY for SHERIFF’s law enforcement services,
13 without regard to jurisdictional boundaries, because an area-wide approach
14 to reduction of traffic accidents and driver education is most effective in
15 preventing traffic accidents. In order for CITY to participate in the Program,
16 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
17 amount and under the terms and conditions set forth in the resolution that is
18 attached hereto as Attachment D and incorporated into this Agreement by
19 reference [hereinafter called a “TVAP resolution”], and has directed that the
20 revenue from such fee be used for the Program. CITY’s participation in the
21 Program may be terminated at any time by rescission or amendment of the
22 TVAP resolution that is attached hereto as Attachment D. In the event CITY
23 1) amends said TVAP resolution, or rescinds said TVAP resolution and
24 adopts a new TVAP resolution pertaining to the above-referenced fee and
25 the Program, and 2) remains a participant in the Program thereafter, CITY’s
26 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
27 authority to execute an amendment of this Agreement to substitute CITY’s
28 amended or new TVAP resolution for Attachment D hereto, as long as said

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

2 amendment to this Agreement does not materially change any other
3 provision of this Agreement.

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

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

8 • One fourth of one (0.25) Sergeant
9 (20 hours per two-week pay period)

10 • One (1) Staff Specialist
11 (80 hours per two-week pay period)

12 • One (1) Information Processing Specialist
13 (80 hours per two-week pay period)

14 • One (1) Investigative Assistant
15 (80 hours per two-week pay period)

16 • One (1) Office Specialist
17 (80 hours per two-week pay period)

18 4. Fee revenue generated by CITY may be used to reimburse CITY for
19 expenditures for equipment and/or supplies directly in support of the
20 Program. In order for an expenditure for equipment and/or supplies to be
21 eligible for reimbursement, CITY shall submit a request for and obtain pre-
22 approval of the expenditure by using the form as shown in Attachment E.
23 The request shall be submitted within the budget schedule established by
24 SHERIFF. SHERIFF shall approve the expenditure only if both of the
25 following conditions are satisfied: 1) there are sufficient Program funds,
26 attributable to revenue generated by CITY's fee, to pay for the requested
27 purchase, and 2) CITY will use the equipment and/or supplies, during their
28 entire useful life, only for purposes authorized by its TVAP resolution in

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

2 effect at the time of purchase.

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

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

23 **N. MOBILE DATA COMPUTERS:**

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

28 //

- 1 **N. MOBILE DATA COMPUTERS: (Continued)**
- 2 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
- 3 services related to this Agreement.
- 4 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
- 5 installation of MDCs that are or will be mounted in patrol vehicles and
- 6 motorcycles assigned to CITY, and b) recurring costs, as deemed
- 7 necessary by COUNTY, including the costs of maintenance and
- 8 contributions to a fund for replacement and upgrade of such MDCs when
- 9 they become functionally or technologically obsolete.
- 10 The costs to be paid by CITY for recurring costs, including maintenance and
- 11 replacement/upgrade of MDCs, are included in the costs set forth in
- 12 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
- 13 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
- 14 not be charged additional amounts for maintenance or replacement/upgrade
- 15 of said MDCs during the period July 1, 2013 through June 30, 2014.
- 16 4. If, following the initial acquisition of MDCs referenced above, CITY requires
- 17 MDCs for additional patrol cars designated for use in the CITY, or for CITY's
- 18 Emergency Operations Center, COUNTY will purchase said additional
- 19 MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full
- 20 costs of acquisition and installation of said additional MDCs, and b) the full
- 21 recurring costs for said MDCs, as deemed necessary by COUNTY,
- 22 including the costs of maintenance, and contributions to a fund for
- 23 replacement and upgrade of such MDCs when they become functionally or
- 24 technologically obsolete. Said costs related to additional MDCs are not
- 25 included in, and are in addition to, the costs set forth in Subsection G-2 and
- 26 the Maximum Obligation of CITY set forth in Subsection G-3 of this
- 27 Agreement.
- 28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

//
//
//
//
//
//
/
/
/
/'
/'

**CITY OF LAGUNA WOODS
LICENSING ORDINANCES**

BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
COIN DEALER
COMMERCIAL FORTUNETELLER
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
MEDICAL MARIJUANA DISPENSARY
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND

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.

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.

RESOLUTION NO.01-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, ESTABLISHING A TRAFFIC VIOLATOR APPREHENSION PROGRAM AND SETTING FEES FOR THE IMPOUND OF VEHICLES

WHEREAS, the Orange County Sheriff-Coroner (hereinafter "the Sheriff") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

WHEREAS, the operation of the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

WHEREAS, the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Laguna Woods 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, the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described therein; and

WHEREAS, the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 13B, to be controlled by the Sheriff; and

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

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

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

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

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

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

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

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

Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
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 restrictions
22651 (n)	No parking zone
22651 (o) (1)	Delinquent vehicle registration
22651 (p)	Drive unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22655.3	Removal for investigation (fleeing in violation of Section 2800.1 or 2800.2)
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle;

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

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

- (a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver, and
- (b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above;

WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code section 14602.6 exceed \$152.00 per impound; and

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

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

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

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

- (a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs; and
- (b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and

WHEREAS, it also is 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 a location where it is not permitted, (2) when the vehicle was stolen, (3) when the

vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and

WHEREAS, a public hearing pertaining to said proposed new fees was held on April 18, 2001;

NOW, THEREFORE, BE IT RESOLVED that this Council finds, in accordance with California Public Resources Code section 21080 (b) (8), that the charges listed herein below are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the Californian Environmental Quality Act.

BE IT FURTHER RESOLVED that on July 1, 2000, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below.

- (a) A fee of \$152.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and
- (b) A fee of \$50.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section

22651 (a),
22651 (d),
22651 (e),
22651 (f),
22651 (h) (1),
22651 (h) (2),
22651 (i) (1),
22651 (j),
22651 (k),
22651 (l),
22651 (m),
22651 (n),
22651 (o) (1),
22651 (p),
22651 @,
22651 (t),
22655.3,
22655.5 (b), or
22669.

BE IT FURTHER RESOLVED that the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

BE IT FURTHER RESOLVED that said fees shall be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lien holder's total charges and proper administrative costs.

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

BE IT FURTHER RESOLVED that said fees shall not be imposed 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 designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

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

BE IT FURTHER RESOLVED that upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

BE IT FURTHER RESOLVED that until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the county Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

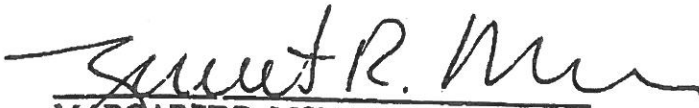
BE IT FURTHER RESOLVED that expenditure of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

BE IT FURTHER RESOLVED that until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any

balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.


ROBERT BOUER, Mayor

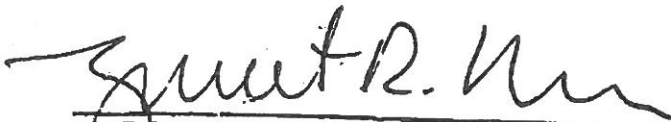
ATTEST:


MARGARET R. MONAHAN, City Clerk

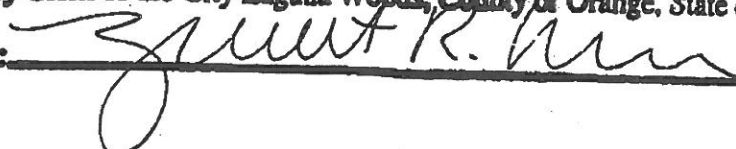
STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LAGUNA WOODS)

I, MARGARET R. MONAHAN, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing Resolution No. 01-11 was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 18th day of April 2001, by the following vote:

AYES:	COUNCIL MEMBERS:	Thorpe, Ross, Hack, McLaughlin, Bouer
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None


MARGARET R. MONAHAN, City Clerk

The foregoing instrument is a correct copy of the original on file in this office:
Attest this 24th day of April, 2001
City Clerk of the City Laguna Woods, County of Orange, State of California.

By: 

ATTACHMENT E

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>
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 CITY MANAGER REQUEST: Printed Name _____ DATE _____ Signature: _____	
ORANGE COUNTY SHERIFF-CORONER DEPARTMENT	
Recommended For Approval	MANAGER - TVA PROGRAM
CITY POLICE SERVICES CHIEF	
OCSD BUDGET USE ONLY	

4.4
SUPPLEMENTAL LAW ENFORCEMENT
SERVICES ACT
(NO REPORT)

4.5
POLYSTYRENE FOAM BAN

City of Laguna Woods

**Administrative Policy 4.23
Polystyrene Foam-Undue Hardship Exemption**

1.0 PURPOSE:

To provide clarification regarding the process for temporarily exempting a food vendor from the City's regulations prohibiting the use of single use polystyrene foam food service ware.

2.0 REFERENCE:

Laguna Woods Municipal Code Chapter 4.23, "Prohibition on Use of Expanded or Extruded Polystyrene Food Service Ware," Ordinance No. 12-06.

3.0 POLICY:

The city manager, or his/her designee, may grant temporary exceptions to the polystyrene foam use prohibition based on undue hardship situations, which shall be defined as follows:

- A. Where compliance with the regulations would cause a severe economic hardship;
- B. Where no reasonably feasible available alternative exists to a specific and necessary polystyrene foam product.
- C. Where the applicant was required to purchase polystyrene foam food service ware items under a contract entered into prior to the adoption of Ordinance No. 12-06 (June 20, 2012, and: 1) said contract does not expire and cannot be amended/terminated without financial penalty before July 1, 2013; or 2) the contract supplier of food service ware is unable to supply a reasonable alternative.

- D. Where the existence of a franchise or other contractual obligation commits the applicant to use a corporate logo or other products which are not available in non-polystyrene foam form.

5.0 PROCESS

- A. A food vendor requesting an undue hardship exemption shall submit an exemption application indicating how compliance with the regulations would cause an undue hardship situation. At a minimum, the application shall include one of the following:
- (1). If the exemption request relates to a contract for purchase of a product entered into prior to July 1, 2012, and that contract food service ware supplier is unable or unwilling to supply a reasonable non-polystyrene foam alternative without a financial penalty, the applicant shall provide a copy of the contract and a statement from the supplier.
 - (2). If the exemption request relates to use of a corporate logo or other company product which is not available in non-polystyrene foam form, the applicant shall provide a copy of the agreement, contract or a letter from franchisor requiring the logo or use of other product.
 - (3). If no reasonable and feasible alternative to a polystyrene foam product exists, the applicant shall provide a statement regarding the need for the polystyrene foam product and a list of suppliers contacted.
 - (4). If use of non-polystyrene products would cause a severe economic hardship, the applicant shall provide documentation showing support for that fact.
- B. The applicant shall include in the application, a description of those steps he/she will take during the one-year temporary exemption period to find and use non-Polystyrene Foam food service ware alternatives.
- C. Upon receipt of an application for hardship, the city manager or his/her designee shall review the information provided and prepare a written decision granting or denying the exemption within 30 days of

receipt of the application. The city manager may also request additional information in support of the application prior to make a determination.

- E. An exemption may be approved in whole or in part, with or without conditions.
- D. The applicant may appeal an unfavorable decision to the City Council. Appeals must be made within 15 days of receiving written notification of determination.

6.0 **Enforcement**

- A. The City will not enforce any violation of Code Chapter 4.23 while a hardship application is under review.
- B. Exemptions shall be granted for a period of 12 months. A separate application for extension shall be required prior to the end of the exemption for an extension and shall include a summary of the efforts undertaken to come into compliance.
- C. If an exemption request is denied, the applicant shall have 30 days to come into compliance with City regulations.
- D. If an exemption is denied, a food vendor shall not be eligible to re-apply for the same hardship.