

# CITY of LAGUNA WOODS CITY COUNCIL AGENDA

Regular Meeting  
Wednesday, June 17, 2015  
2:00 p.m.

Laguna Woods City Hall  
24264 El Toro Road  
Laguna Woods, California 92637

Cynthia Connors  
Mayor

Noel Hatch  
Mayor Pro Tem

Bert Hack  
Councilmember



Shari L. Horne  
Councilmember

Carol Moore  
Councilmember

***Welcome to a meeting of the Laguna Woods City Council!***

***This meeting may be recorded, televised, and made publically available.***

**Public Comments:** Persons wishing to address the City Council are requested to complete and submit a speaker card to City staff. Speaker cards are available near the entrance to the meeting location. Persons wishing to address the City Council on an item appearing on this agenda will be called upon at the appropriate time during the item's consideration. Persons wishing to address the City Council on an item *not* appearing on the agenda will be called upon during the "Public Comments" item. Persons who do not wish to submit a Speaker Card, or who wish to remain anonymous, may indicate their desire to speak from the floor. Speakers are requested, but not required, to identify themselves.

**Americans with Disabilities Act (ADA):** It is the intention of the City to comply with the ADA. If you need assistance to participate in this meeting, please contact either the City Clerk's Office at (949) 639-0500/TTY (949) 639-0535 or the California Relay Service at (800) 735-2929/TTY (800) 735-2922. The City requests at least two business days' notice in order to effectively facilitate the provision of reasonable accommodations.

REGULAR MEETING SCHEDULE

The Laguna Woods City Council regularly meets on the third Wednesday of each month at 2 p.m.

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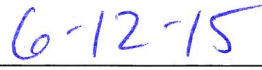
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AFFIDAVIT OF POSTING

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

I, Yolie Trippy, Deputy City Clerk, City of Laguna Woods, hereby certify under penalty of perjury that this agenda was posted at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, California 92637; on the City’s website ([www.lagunawoodscity.org](http://www.lagunawoodscity.org)); and, at other locations designated by Resolution No. 02-33, pursuant to California Government Code Section 54954.2 of the Ralph M. Brown Act.

  
\_\_\_\_\_  
YOLIE TRIPPY, Deputy City Clerk

  
\_\_\_\_\_  
Date

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1 National Adopt-a-Cat Month – June 2015

*Recommendation:* Approve and present the proclamation.

4.2 Laguna Woods African American Heritage Club – First Anniversary

*Recommendation:* Approve and present the commendation.

4.3 Report on the El Toro Water District’s Response to the Governor’s Statewide Mandatory Water Reductions and Other Activities

*Recommendation:* Receive and file.

**V. PUBLIC COMMENTS**

About Public Comments: This is the time and place for members of the public to address the City Council on items *not* appearing on this agenda. Pursuant to State law, the City Council is unable to take action on such items, but may engage in brief discussion, provide direction to City staff, or schedule items for consideration at future meetings.

**VI. CONSENT CALENDAR**

About the Consent Calendar: All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, City staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

6.1 City Council Minutes

*Recommendation:* Approve the City Council meeting minutes for the regular meeting on May 20, 2015.

6.2 City Treasurer's Report

*Recommendation:* Receive and file the City Treasurer's Report for the month of May 2015.

6.3 Warrant Register

*Recommendation:* Approve the warrant register dated June 17, 2015 in the amount of \$521,487.26.

6.4 Use of City Council Contingency Budget

*Recommendation:* Authorize the City Manager to transfer up to \$25,000 from the Fiscal Year 2014-15 General Fund City Council Contingency budget to offset unanticipated City Hall building maintenance expenditures.

6.5 Law Enforcement Services Agreement

*Recommendation:* Approve an agreement with the County of Orange for law enforcement services and authorize the Mayor to execute the agreement, subject to approval as to form by the City Attorney.

6.6 City Engineering & Traffic Operations Services Agreement

*Recommendation:* Approve an agreement with CivilSource, Inc. for City engineering and traffic operations services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.7 Extension of Traffic Signal Maintenance Services Agreement

*Recommendation:* Approve an extension of the agreement with Siemens Industry, Inc. for traffic signal maintenance services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.8 Extension of Street Maintenance Services Agreement

*Recommendation:* Approve an extension of the agreement with PV Maintenance, Inc. for street maintenance services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.9 Extension of Building Official Services Agreement

*Recommendation:* Approve an extension of the agreement with Lilley Planning Group for building official services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

6.10 Extension of Information Technology Services Agreement

*Recommendation:* Approve an extension of the agreement with Practical Data Solutions for information technology services and authorize the City Manager to execute the agreement, subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS**

7.1 Solid Waste Handling Services

*Recommendation:*

1. Receive staff report.

AND

2. Open public hearing.

AND

3. Receive public testimony.

AND

4. Close public hearing.

AND

5. Provide direction to staff regarding the development of a Request for Proposals (RFP) to solicit competitive proposals from qualified firms to provide solid waste handling services under a franchise agreement.

## **VIII. CITY COUNCIL BUSINESS**

- 8.1 Fiscal Year 2015-16 Budget and Work Plan Development

*Recommendation:* Discuss and provide direction to staff.

## **IX. CITY COUNCIL REPORTS AND COMMENTS**

About City Council Comments and Reports: This is the time and place for members of the City Council to provide reports on meetings attended including, but not limited to, meetings of regional boards and entities to which they have been appointed to represent the City and meetings attended at the expense of the City pursuant to California Government Code Section 53232.3. Members of the City Council may also make other comments and announcements.

- 9.1 Coastal Greenbelt Authority  
Mayor Conners; Alternate: Councilmember Horne
- 9.2 Orange County Fire Authority  
Mayor Pro Tem Hatch; Alternate: Mayor Conners
- 9.3 Orange County Library Advisory Board  
Councilmember Horne; Alternate: Councilmember Moore
- 9.4 Orange County Mosquito and Vector Control District  
Councilmember Horne
- 9.5 San Joaquin Hills Transportation Corridor Agency  
Councilmember Hack; Alternate: Mayor Conners
- 9.6 South Orange County Watershed Management Area  
Councilmember Moore; Alternate: Mayor Pro Tem Hatch

9.7 Other Comments and Reports

**X. CLOSED SESSION**

10.1 The City Council will meet in closed session under the authority of California Government Code Section 54957(b)(1) to consider the following: Public Employee Performance Evaluation – City Manager.

**XI. CLOSED SESSION REPORT**

**XII. ADJOURNMENT**

Next Adjourned Regular Meeting: Wednesday, July 29, 2015 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

Next Regular Meeting: Wednesday, August 19, 2015 at 2 p.m.  
Laguna Woods City Hall  
24264 El Toro Road, Laguna Woods, California 92637

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4.1  
NATIONAL ADOPT-A-CAT MONTH –  
JUNE 2015

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**Proclamation**  
**City of Laguna Woods**  
**National Adopt-A-Cat Month**  
**June 2015**

**WHEREAS**, Laguna Woods is home to a great many pet cats; and

**WHEREAS**, the American Humane Association reports that every spring, thousands of newborn kittens join the millions of cats already in shelters across the country; and

**WHEREAS**, individuals sometimes find themselves unable to continue to care for pet cats, as a result of life changes, medical conditions, or other circumstances; and

**WHEREAS**, the City of Laguna Woods is committed to ending pet overpopulation and neglect within its borders, including through compassionate adoption; and

**WHEREAS**, there are a variety of local resources available to assist individuals who are interested in pet cat adoption, including the Laguna Beach/Laguna Woods Animal Shelter, which can provide referrals and often has adoptable pet cats available, and the Laguna Woods Village Cat Club; and

**WHEREAS**, individuals and community groups play a vital role in raising awareness of pet cat adoption and promoting the humane treatment of all animals.

**NOW, THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby proclaim June 2015 as “National Adopt-A-Cat Month” in the City of Laguna Woods and encourages its residents to consider and raise awareness of pet cat adoption.

Dated this 17<sup>th</sup> day of June, 2015

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Cynthia S. Conners  
Mayor

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Attest: Yolie Trippy  
Deputy City Clerk

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4.2

**LAGUNA WOODS AFRICAN AMERICAN  
HERITAGE CLUB – FIRST ANNIVERSARY**

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**Certificate of Commendation**  
**City of Laguna Woods**  
**Laguna Woods African American Heritage Club**  
**First Anniversary**

**WHEREAS**, the Laguna Woods African American Heritage Club was founded on July 18, 2014 by Dr. Fran Marabou Williams to provide information and activities specific to the African American community in Laguna Woods; and

**WHEREAS**, the purpose of the African American Heritage Club is to celebrate and recognize African American culture through social, educational, and historical events unique to African American life; and

**WHEREAS**, already, in the first year since its founding, the African American Heritage Club has paid tribute to African American Veterans and their families for service dating back to the Civil War; celebrated in the countywide Black History Month Parade in collaboration with the Laguna Woods Democratic Club; assisted in a voter registration project sponsored by the Orange County Branch of the National Association for the Advancement of Colored People; conducted a financial seminar with representatives from the Social Security Administration and Office of Consumer Affairs, and honored its most senior (aged 97) and long-term (27 years) members; and

**WHEREAS**, the City of Laguna Woods is committed to embracing diversity.

**NOW THEREFORE, BE IT RESOLVED** that the Laguna Woods City Council does hereby congratulate the African American Heritage Club on the occasion of its First Anniversary with sincere best wishes for many more to come.

Dated this 17<sup>th</sup> day of June, 2015

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Cynthia S. Conners  
Mayor

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Attest: Yolie Trippy  
Deputy City Clerk

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4.3

**REPORT ON THE EL TORO WATER DISTRICT'S  
RESPONSE TO THE GOVERNOR'S STATEWIDE  
MANDATORY WATER REDUCTIONS AND  
OTHER ACTIVITIES  
(NO REPORT)**

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**6.1-6.10**  
**CONSENT CALENDAR SUMMARY**

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**City of Laguna Woods  
Agenda Report**

**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Christopher Macon, City Manager  
**FOR:** June 17, 2015 Regular Meeting  
**SUBJECT:** Consent Calendar Summary

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**Recommendation**

Approve all proposed actions on the June 17, 2015 Consent Calendar by single motion and City Council action.

**Background**

All items listed on the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that specific items be removed from the Consent Calendar for separate discussion and consideration of action.

**Discussion**

The June 17, 2015 Consent Calendar contains the following items:

- 6.1 Approval of the City Council meeting minutes for the regular meeting on May 20, 2015.
- 6.2 Approval of a motion to receive and file the City Treasurer's Report for the month of May 2015.
- 6.3 Approval of the warrant register dated June 17, 2015 in the amount of \$521,487.26. A list of warrants is included in the agenda packet; detailed information about individual warrants is available at City Hall.
- 6.4 Authorization for the City Manager to transfer up to \$25,000 from the Fiscal Year 2014-15 General Fund City Council Contingency budget to offset unanticipated City Hall building maintenance expenditures. Unanticipated

expenditures included repairs due to water intrusion, plumbing leaks, and lighting/electrical issues.

- 6.5 Approval of an agreement with the County of Orange for law enforcement services and authorization for the Mayor to execute the agreement, subject to approval as to form by the City Attorney. The proposed agreement includes a higher level and cost of law enforcement services to respond to local public safety needs following a regional re-evaluation of law enforcement services. Significant changes include the addition of two new patrol/traffic deputies, increased cost-sharing of the patrol sergeants assigned to the cities of Aliso Viejo and Laguna Hills, an increased cost for patrol services provided by the cities of Aliso Viejo and Laguna Hills in excess of services provided to those cities by Laguna Woods, and increased salary, benefit, overhead, and other employee-related costs. Salaries and benefits are set by the Orange County Board of Supervisors. The City does not have a role in labor negotiations. The total cost of services for Fiscal Year 2015-16 (prior to any amendments as provided for in the agreement) is \$2,451,840, inclusive of both operating and non-operating costs. By way of comparison, the amended total cost of services for Fiscal Year 2014-15 was \$1,504,606.
- 6.6 Approval of an agreement with CivilSource, Inc. for City engineering and traffic operations services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The RFP for City engineering and traffic operations services was released on April 24, 2015 with proposals due by May 15, 2015. A total of two proposals were received (AndersonPenna Partners and CivilSource). Subsequently, staff reviewed the proposals and interviewed both firms. CivilSource was ranked the highest in terms of ability to perform the work, understanding of the scope of work, and traffic operations qualifications. CivilSource currently provides City engineering and traffic operations services for the City.
- 6.7 Approval of an extension of the agreement with Siemens Industry, Inc. for traffic signal maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2016, as provided for in the existing agreement.
- 6.8 Approval of an extension of the agreement with PV Maintenance, Inc. for street maintenance services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney.

The proposed extension is for a one-year period through June 30, 2016, as provided for in the existing agreement.

- 6.9 Approval of an extension of the agreement with Lilley Planning Group for building official services and authorization for the City Manager to execute the extension, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2016, as provided for in the existing agreement.
- 6.10 Approval of an extension of the agreement with Practical Data Solutions for information technology services and authorization for the City Manager to execute the agreement, subject to approval as to form by the City Attorney. The proposed extension is for a one-year period through June 30, 2016, as provided for in the existing agreement.

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**6.1**  
**CITY COUNCIL MINUTES**

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**CITY OF LAGUNA WOODS CALIFORNIA  
CITY COUNCIL MINUTES  
REGULAR MEETING  
May 20, 2015  
2:00 P.M.  
City Council Chambers  
24264 El Toro Road  
Laguna Woods, California 92637**

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**I. CALL TO ORDER**

Mayor Conners called the Regular Meeting of the City Council of the City of Laguna Woods to order at 2:00 p.m.

**II. ROLL CALL**

COUNCILMEMBER:           PRESENT:   Hack, Horne, Moore, Hatch, Conners  
                                  ABSENT:   -

STAFF PRESENT:           City Manager Macon, City Attorney Cosgrove, Administrative Services Director/City Treasurer Cady, Deputy City Clerk Trippy

**III. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Hatch led the pledge of allegiance.

**IV. PRESENTATIONS AND CEREMONIAL MATTERS**

4.1   Drowning Prevention Awareness Period – April 26 through September 7, 2015

Division Chief Brice, Orange County Fire Authority, provided comments.

Moved by Councilmember Hack, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve and present the proclamation for Drowning Prevention Awareness Period.

4.2   Asian American and Pacific Islander Heritage Month – May 2015

K. Sook Yu and Yoo Tai Young, Korean-American Club, and John Ly, Taiwanese-American Club, provided comments.

Mayor Pro Tem Hatch noted that the number of Asian Americans and Pacific Islanders in California specified in the proclamation is incorrect.

Moved by Mayor Pro Tem Hatch, seconded by Councilmember Moore, and carried

unanimously on a 5-0 vote, to approve and present the proclamation for Asian American and Pacific Islander Heritage Month with direction for staff to correct the number of Asian Americans and Pacific Islanders in California.

4.3 Building Safety Month – May 2015

Mayor Connors discussed the importance of building permits.

Moved by Councilmember Moore, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve and present the proclamation for Building Safety Month.

4.4 Stroke Awareness Month – May 2015

Guy Navarro, Roxanna Todd Hodges Stroke Foundation, provided comments.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously on a 5-0 vote, to approve and present the proclamation for Stroke Awareness Month.

4.5 Water Awareness Month – May 2015

Mark Monin, El Toro Water District, provided comments.

Moved by Councilmember Hack, seconded by Councilmember Moore, and carried unanimously on a 5-0 vote, to approve and present the proclamation for Water Awareness Month.

4.6 World Elder Abuse Awareness Day – June 15, 2015

Jennifer Ponce, Laura's House, provided comments.

Moved by Councilmember Horne, seconded by Councilmember Hack, and carried unanimously on a 5-0 vote, to approve and present the proclamation for World Elder Abuse Awareness Day.

Mayor Connors called for a brief recess.

The meeting was called back to order at 2:47 p.m.

**V. PUBLIC COMMENTS**

Eric Chan, member of the public, discussed medical marijuana dispensaries (MMD) and submitted written suggestions for regulatory changes to encourage MMDs.

Councilmembers briefly discussed Mr. Chan's comments.

Patrice Gilgan, member of the public, commented on the proclamation for World Elder Abuse Awareness Day.

Kerry Burnight, University of Irvine, and Denise Welch, resident, commented on an upcoming World Elder Abuse Awareness Day event in Laguna Woods Village.

**VI. CONSENT CALENDAR**

Moved by Councilmember Hack, seconded by Mayor Pro Tem Hatch, and carried unanimously on a 5-0 vote, to approve Consent Calendar Items 6.1 – 6.6.

6.1 City Council Minutes

Approved the City Council meeting minutes for the regular meeting on April 15, 2015, adjourned regular meeting on April 29, 2015, and special meeting on May 11, 2015.

6.2 City Treasurer’s Reports

Received and filed the City Treasurer’s reports for the third quarter of Fiscal Year 2014-15 (January through March 2015) and the month of April 2015.

6.3 Warrant Register

Approved the warrant register dated May 20, 2015 in the amount of \$519,533.39.

6.4 Local Agency Investment Fund

Approved a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND AND MAKING RELATED TRANSACTIONAL AUTHORIZATIONS

6.5 City Attorney Services Legal Representation Letter

Approved a legal representation letter extending the agreement with Rutan & Tucker, LLP for legal services as City Attorney and authorized the Mayor to execute an acceptance of an agreement to the terms of the legal representation letter.

6.6 Newport Bay Watershed Total Maximum Daily Loads Agreement

Approved an amendment to the agreement with the County of Orange and other parties to fund nutrient, fecal coliform, and toxics total maximum daily load programs in the Newport Bay Watershed; and authorized the Mayor to execute the amendment, subject to approval as to form by the City Attorney.

**VII. PUBLIC HEARINGS**

7.1 Building and Planning Services Fees

City Manager Macon introduced the item and made a presentation.

Terry Madsen, ClearSource Financial, provided an overview of the methodology used in the Building and Planning Services Fee Study and its findings and recommendations.

Mayor Connors opened the public hearing.

There being no requests to speak, the public hearing was closed.

Councilmembers discussed the item and staff answered related questions.

Moved by Mayor Pro Tem Hatch, seconded by Councilmember Moore, and carried unanimously to approve a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAGUNA WOODS, CALIFORNIA, ADOPTING NEW AND  
INCREASED OR MODIFIED BUILDING AND PLANNING  
SERVICES FEES

**VIII. CITY COUNCIL BUSINESS**

8.1 Waste Disposal Agreement

Mayor Connors and City Manager Macon introduced the item.

Dylan Wright, OC Waste & Recycling, provided information on the proposed amendment to the Waste Disposal Agreement and answered related questions.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Councilmember Hack, and carried unanimously to approve the amendment to the Waste Disposal Agreement with the County of Orange and authorized the City Manager to execute the amendment, subject to approval as to form by the City Attorney.

8.2 General Plan Conservation Element Update

City Manager Macon summarized the agenda report and made a presentation.

Councilmembers discussed the item and staff answered related questions.

It was the consensus of the City Council to support the current direction of the General

Plan Conservation Element Update.

8.3 Senior Mobility Program

City Manager Macon summarized the agenda report and made a presentation.

Mark Monin, resident, suggested the possibility of using Uber as a mode of transportation for the program.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hack, seconded by Councilmember Moore, and carried unanimously to authorize staff to take actions to continue the Senior Mobility Program for Fiscal Year 2015-16 with:

1. No change in travel voucher prices.

AND

2. Authorization to offer non-emergency medical transportation vouchers as an alternative to certain trips arranged at City Hall, at regular non-emergency medical transportation prices.

AND

3. Elimination of special destination travel vouchers to the Irvine Spectrum Center.

AND

4. Direction to allow refunds of unused travel vouchers that were purchased for use during Fiscal Year 2015-16 through July 31, 2016.

Mayor Connors called for a brief recess.

The meeting was called back to order at 4:56 p.m

8.4 Fiscal Year 2015-16 Budget and Work Plan Development

City Manager Macon summarized the agenda report and made a presentation.

Mark Monin, resident, expressed his support for the establishment of a non-profit civic support fund.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Moore, seconded by Councilmember Horne, and carried unanimously to direct staff to include analysis of the establishment of a non-profit civic

support fund to support City programs and events in the draft Fiscal Year 2015-16 Budget and Work Plan, including appointment of an Ad Hoc Civic Support Fund Committee of the City Council to prepare recommendations for consideration by the City Council.

Councilmembers discussed the item and staff answered related questions.

Mark Monin, resident, suggested an “Adopt Laguna Woods” beautification program.

Councilmembers and staff discussed Mr. Monin’s comments.

Councilmembers discussed the item and staff answered related questions.

Moved by Councilmember Hack, seconded by Councilmember Horne, and carried unanimously to:

1. Direct staff to include the preparation of construction drawings and technical specifications for the Moulton Parkway Efficient Median Project in the draft Fiscal Year 2015-16 Budget and Work Plan, generally based on the Moulton Parkway median design north of El Toro Road, but with reduced vegetation and redesigned signage.

AND

2. Direct staff to include replacement of the City’s financial software in the draft Fiscal year 2015-16 Budget and Work Plan.

**IX. CITY COUNCIL REPORTS AND COMMENTS**

9.1 Coastal Greenbelt Authority

Mayor Connors stated that there had been no meeting since the last meeting.

9.2 Orange County Fire Authority

Mayor Pro Tem Hatch provided a report.

9.3 Orange County Library Advisory Board

Councilmember Horne stated that there had been no meeting since the last meeting.

9.4 Orange County Mosquito and Vector Control District

Councilmember Horne stated that there had been no meeting since the last meeting.

9.5 San Joaquin Hills Transportation Corridor Agency

Councilmember Hack stated that there had been no meeting since the last meeting.

9.6 South Orange County Watershed Management Area

Councilmember Moore stated that there had been no meeting since the last meeting.

9.7 Other Comments and Reports

Councilmember Horne reported on the Southern California Association of Governments' (SCAG) Regional Conference and General Assembly.

**X. CLOSED SESSION**

City Manager Macon stated that Item 10.2 is no longer necessary.

10.1 The City Council met in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in one case and under the authority of Government Code Section 54956.9(d)(4) to consider the potential initiation of litigation in the same case.

10.2 The City Council did not meet in closed session under the authority of California Government Code sections 54956.9(d)(2) and (e)(1) to discuss potential exposure to litigation in one case.

**XI. CLOSED SESSION REPORT**

The City Council reconvened in open session at 6:15 p.m. City Attorney Cosgrove stated that while in closed session the City Council took action under Government Code Section 54957.1(a)(3)(B) and authorized a settlement. The settlement is not yet final and will be reported in accordance with Government Code Section 54957.1(a)(3)(B).

**XII. ADJOURNMENT**

The meeting was adjourned at 6:16 p.m. The next regular meeting will be at 2:00 p.m. on Wednesday, June 17, 2015 at Laguna Woods City Hall, 24264 El Toro Road, Laguna Woods, CA 92637.

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YOLIE TRIPPY, Deputy City Clerk

Adopted: June 17, 2015

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CYNTHIA CONNERS, Mayor

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**6.2**  
**CITY TREASURER'S REPORT**

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**City of Laguna Woods**  
**Monthly Treasurer's Report**  
**May 31, 2015**

**CASH ON HAND****Investments - Local Agency Investment Fund (LAIF)**

1. Investments/General Fund	\$	10,139,387
2. Investments/Special Funds		438,329
3. Interest Earned and Receivable (Note 1)		<u>-</u>
Subtotal Investments	\$	<u>10,577,716</u>

**Other Funds - Interest & Non-Interest Bearing/General & Special**

4. Petty Cash Funds		1,350
5. Analyzed Checking Account		<u>259,673</u>
Subtotal Other Funds	\$	<u>261,023</u>
<hr/>		
<b>TOTAL ALL FUNDS</b>	<b>\$</b>	<b><u><u>10,838,739</u></u></b>

**Notes:**

Note 1 - LAIF reports interest earnings quarterly. Interest earnings are credited to the account by the 15th of the following month. The next interest payment for the period April 2015 through June 2015 will be accrued and credited on July 15, 2015.

Note 2 - In May 2015, \$1,000,000 was transferred from the Analyzed Checking Account into the LAIF General Fund Investment Account.

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**6.3**  
**WARRANT REGISTER**

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CITY OF LAGUNA WOODS  
WARRANT REGISTER  
6/17/2015

ITEM 6.3

Check Number	Check Date	Vendor Name	Description	Amount
<b>Automatic Bank Debits</b>				
Debit	5/15/15	ADP PAYROLL SERVICES	Pay Period Ended 5-1-2015 Payroll Processing Fees	157.10
Debit	5/11/2015	COUNTY OF ORANGE - COLLECTIONS	Monthly Law Enforcement Service / May 2015	125,226.23
Debit	5/20/2015	ADP PAYROLL SERVICES	Pay Period Ended 5/15/2015	37,506.44
Debit	5/20/15	CALPERS - RETIREMENT	Retirement Contributions / Period Ended 5/15/2015	3,811.70
Debit	5/29/15	ADP PAYROLL SERVICES	Pay Period Ended 5-15-15 Payroll Processing Fees	157.10
Debit	6/1/2015	CALPERS - HEALTH	Employee Benefit Program / June 2015	5,455.36
Debit	6/1/2015	VANTAGEPOINT TRANSFER AGT- 457	Employee Benefit Program / May 2015	2,566.33
Debit	6/4/2015	ADP PAYROLL SERVICES	Pay Period Ended 5/29/2015	37,612.27
Debit	6/4/2015	CALPERS - RETIREMENT	Retirement Contributions / Period Ended 5/29/2015	3,811.70
Debit	6/4/2015	CAL PERS SIP - 457	Employee Benefit Program / December 2014	832.98
Debit	6/8/2015	COUNTY OF ORANGE - COLLECTIONS	Law Enforcement Services / June 2015	112,178.45
<b>Warrants:</b>				
116591	05/13/2015	AT&T	Telephone / 458-3487 / April 2015	34.78
116592	05/13/2015	AT&T	Telephone / 452-0600 / April 2015	600.90
116593	05/13/2015	AT&T	Telephone / 639-0500 / April 2015	195.63
116594	05/13/2015	AT&T	Telephone / 770-9359 / April 2015	17.54
116595	05/13/2015	AT&T	White Pages / May 2015	4.39
116596	05/13/2015	IRWIN B BORNSTEIN, CPA	Financial Consulting Services / April 2015	6,970.00
116597	05/13/2015	CAPTIONING UNLIMITED	Closed Captioning / 4/15/2015 & 4/29/2015 City Council Meetings	800.00
116598	05/13/2015	CITY OF LAGUNA BEACH	Animal Control & Shelter Services / May 2015	7,865.08
116599	05/13/2015	FAST FUNDS FINANCIAL INC.	Waste Diversion Deposit Refund	250.00
116600	05/13/2015	GOLDEN TOUCH CLEANING, INC.	Janitorial Services & Supplies / April 2015	680.19
116600	05/13/2015	GOLDEN TOUCH CLEANING, INC.	Janitorial Services / Goods Exchange Event	300.00
116601	05/13/2015	LILLEY PLANNING GROUP	Building Official Services / April 2015	6,123.00
116602	05/13/2015	ROBERTA MOSES	Taxi Voucher Refund	50.00
116603	05/13/2015	NIEVES LANDSCAPE, INC.	Right of Way Landscape Maintenance / May 2015	10,725.41
116603	05/13/2015	NIEVES LANDSCAPE, INC.	City Hall Landscape Maintenance / May 2015	325.00
116604	05/13/2015	ORANGE COUNTY WATER DISTRICT	OC Water Summit Registration Fee / Councilmember Hack	140.00
116605	05/13/2015	ORANGE COAST PLUMBING	City Hall Repair Services	291.59
116606	05/13/2015	PACIFIC MUNICIPAL CONSULTANTS	Conservation Element Update Planning Services / April 2015	1,453.75
116606	05/13/2015	PACIFIC MUNICIPAL CONSULTANTS	Golden Rain Foundation General Plan Amendments, Zoning Code Amendments, & Zone Changes Project Planning Services / April 2015	1,710.00
116607	05/13/2015	PRACTICAL DATA SOLUTIONS	IT Services / April 2015	1,198.00
116607	05/13/2015	PRACTICAL DATA SOLUTIONS	Computer Hardware	286.79
116608	05/13/2015	PV MAINTENANCE INC	Street Maintenance Services / April 2015	9,004.41

CITY OF LAGUNA WOODS  
WARRANT REGISTER  
6/17/2015

ITEM 6.3

Check Number	Check Date	Vendor Name	Description	Amount
116609	05/13/2015	DAWN ROOK	Taxi Voucher Refund	35.00
116610	05/13/2015	SADDLEBACK WINDOWS AND DOORS	CDBG Energy Efficiency Improvement Program / FY 14/15	8,286.00
116611	05/13/2015	SCHAEF AIR	CDBG Energy Efficiency Improvement Program / FY 14/15	8,000.00
116612	05/13/2015	SIGNS BY CREATIONS UNLIMITED	New City Sign & Logo / Woods End Wilderness Preserve	1,782.80
116613	05/13/2015	SOUTHERN CALIFORNIA EDISON	Right of Way / April 2015	2,258.68
116614	05/13/2015	SOUTHERN CALIFORNIA EDISON	Traffic Signal Control / April 2015	367.43
116615	05/13/2015	STAPLES	Office Supplies	169.82
116616	05/13/2015	THE GAS COMPANY	City Hall Utilities / May 2015	14.30
116617	05/13/2015	TONY'S LOCKSMITH & SAFE SERV.	City Hall Lock Repair Services	162.50
116618	05/13/2015	CHARLES VANSTRALENDORF	Refund of Court Disallowed Restitution	320.38
116619	05/20/2015	AAA AWARDS & MONOGRAMMING	Council Chambers Name Plate - Admin. Services Director/City Treasurer	21.60
116620	05/20/2015	ANDERSONPENNA PARTNERS, INC.	Code Enforcement Services / April 2015	2,146.00
116620	05/20/2015	ANDERSONPENNA PARTNERS, INC.	Landscape Inspection Services / April 2015	4,639.75
116621	05/20/2015	CALIFORNIA YELLOW CAB	NEMT Taxi Voucher Services / April 2015	4,555.00
116621	05/20/2015	CALIFORNIA YELLOW CAB	Taxi Voucher Services / April 2015	12,613.00
116622	05/20/2015	COMMPRO	Website Hosting Services / February - May 2015	1,180.00
116623	05/20/2015	ANGELQUE FLANAGAN	Reimbursement / Notary License Renewal & Related Costs	65.83
116624	05/20/2015	WILLIAM GRIFFIN	Public Safety Consulting Services / January - April 2015	2,886.00
116625	05/20/2015	JON HOLMBLAD R	Waste Diversion Deposit Refund	250.00
116626	05/20/2015	SHARI HORNE	Reimbursement / Southern California Association of Governments Regional Conference and General Assembly Expenses	285.33
116626	05/20/2015	SHARI HORNE	Senior Citizens Advisory Council Membership Dues - Annual	48.00
116627	05/20/2015	STEVE HOUGHTON	Waste Diversion Deposit Refund	250.00
116628	05/20/2015	KONE INC.	City Hall Elevator Maintenance / May 2015	245.58
116629	05/20/2015	ROSLYN KREEGER	Taxi Voucher Refund	25.00
116630	05/20/2015	LANGDON DEVELOPMENT LLC	Waste Diversion Deposit Refund	250.00
116631	05/20/2015	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / May 2015	2,590.00
116632	05/20/2015	ORANGE COUNTY REGISTER-NOTICES	Public Notices / April 2015	279.67
116633	05/20/2015	PV MAINTENANCE INC	Catch Basin Maintenance / April 2015	6,978.81
116634	05/20/2015	REILLY, DOUGLAS C.	Employee Benefit Program / D. Reilly / May 2015	109.49
116635	05/20/2015	SEVEN STAR CONTRACTOR	Waste Diversion Deposit Refund	250.00
116636	05/20/2015	DESIREE SMITH	Employee Benefit Program / D. Smith / May 2015	69.90
116637	05/20/2015	THE BEE DETECTIVES, INC.	Maintenance Services City Hall / April 2015	100.00
116638	05/20/2015	VMI, INC	Equipment Rental Video Mixer / March & April 2015	270.00
116639	05/20/2015	GAYLE WAITE	Waste Diversion Deposit Refund	250.00

CITY OF LAGUNA WOODS  
WARRANT REGISTER  
6/17/2015

ITEM 6.3

Check Number	Check Date	Vendor Name	Description	Amount
116640	05/20/2015	RICHARD WENING	Taxi Voucher Refund	25.00
116641	05/20/2015	WM CURBSIDE, LLC	HHW / E-Waste / Sharps Collection April 2015	1,904.10
116642	05/22/2015	COUNTY OF ORANGE - LAFCO	Facilitation Services / Application / Sphere of Influence Removal	4,600.00
116643	05/27/2015	AMERICAN HOME REMODELING	Cancelled Building Permit Refund	66.95
116644	05/27/2015	AT&T	Telephone / 581-3974 / May 2015	85.20
116645	05/27/2015	AT&T	Telephone / 583-1105 / May 2015	17.36
116646	05/27/2015	CAA	Water Quality Consulting Services / April 2015	2,719.00
116647	05/27/2015	FRANK CEDILLOS	Taxi Voucher Refund	30.00
116648	05/27/2015	COUNTY OF ORANGE	Automated Fingerprint ID System / May 2015	451.68
116649	05/27/2015	CSG CONSULTANTS INC	Plan Check Services / April 2015	3,782.50
116650	05/27/2015	EL TORO WATER DISTRICT	City Hall Water & Sewer Services / May 2015	121.47
116651	05/27/2015	EL TORO WATER DISTRICT	Fire Code Requirement - Backflow - City Hall / May 2015	28.00
116652	05/27/2015	EL TORO WATER DISTRICT	Ridge Route Linear Park Irrigation / May 2015	17.97
116653	05/27/2015	EL TORO WATER DISTRICT	Ridge Route Linear Park Irrigation / May 2015	267.19
116654	05/27/2015	BARBARA FRINK	Taxi Voucher Refund	25.00
116655	05/27/2015	ARTHUR HENRY	Taxi Voucher Refund	50.00
116656	05/27/2015	MUNICIPAL CODE CORP	Municipal Code Codification Services	1,198.98
116657	05/27/2015	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / April 2015	590.00
116658	05/27/2015	RUTAN & TUCKER, LLP	Legal Services / March & April 2015	14,741.35
116659	05/27/2015	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / May 2015	107.14
116660	05/27/2015	JOHN STEIGERWALD	Taxi Voucher Refund	25.00
116661	05/27/2015	RENEE STIMMEL	Taxi Voucher Refund	15.00
116662	05/27/2015	THE LIFETRENDS GROUP	Automated External Defibrillator (AED)	1,551.41
116663	05/27/2015	WAGE WORKS	Benefit Administration / April 2015	50.00
116664	06/03/2015	ROBERT BAUMANN	Taxi Voucher Refund	31.00
116665	06/03/2015	CAPTIONING UNLIMITED	Closed Captioning - 5/11 & 5/20/2015 City Council Meetings	600.00
116666	06/03/2015	CIVIL SOURCE	Building Inspection Services / April 2015	26,192.50
116666	06/03/2015	CIVIL SOURCE	Engineering & Traffic Services / April 2015	10,181.25
116667	06/03/2015	CYNTHIA CONNERS	Auto Allowance / June 2015	300.00
116668	06/03/2015	COPYFORCE	Business Cards / Administrative Services Director/City Treasurer	48.60
116669	06/03/2015	HELEN CRONK	Taxi Voucher Refund	11.50
116670	06/03/2015	DELTA DENTAL OF CALIFORNIA	Employee Dental Benefits / June 2015	387.85
116671	06/03/2015	JOYCE DEWOSKIN	Taxi Voucher Refund	48.00
116672	06/03/2015	BERT HACK	Auto Allowance / June 2015	300.00
116673	06/03/2015	ROBERT NOEL HATCH	Auto Allowance / June 2015	300.00

**CITY OF LAGUNA WOODS  
WARRANT REGISTER  
6/17/2015**

Check Number	Check Date	Vendor Name	Description	Amount
116674	06/03/2015	THERESA HEIGHES	Taxi Voucher Refund	50.00
116675	06/03/2015	MICHAEL HIGELIN	Taxi Voucher Refund	14.00
116676	06/03/2015	SHARI HORNE	Auto Allowance / June 2015	300.00
116677	06/03/2015	ELIZABETH KELLARD	Taxi Voucher Refund	100.00
116678	06/03/2015	BRIAN KURNOW	Mileage Reimbursement	45.66
116679	06/03/2015	MANAGED HEALTH NETWORK	Employee Fringe Benefits / June 2015	24.70
116680	06/03/2015	JULIE MILLAT	Taxi Voucher Refund	25.00
116681	06/03/2015	NIEVES LANDSCAPE, INC.	Landscape Maintenance Services / May 2015	450.00
116682	06/03/2015	OBR ARCHITECTURE, INC.	City Hall Low Impact Development Retrofit Project & Improvements	1,200.00
116683	06/03/2015	ORKIN	Pest Control Services / May 2015	92.93
116684	06/03/2015	CRYSTAL PETRULIS	Taxi Voucher Refund	15.00
116685	06/03/2015	PRINCIPAL FINANCIAL GROUP	Long-Term Disability Insurance / June 2015	309.46
116686	06/03/2015	BLANCHE SCHULMAN	Taxi Voucher Refund	15.00
116687	06/03/2015	SIEMENS INDUSTRY, INC.	Traffic Signal Maintenance / April 2015	1,191.60
116688	06/03/2015	SIERRA INSTALLATIONS, INC	Street Banners Installation	2,017.50
116689	06/03/2015	SOUTHERN CALIFORNIA EDISON	City Hall / May 2015	1,430.97
116690	06/03/2015	SOUTHERN CALIFORNIA EDISON	Irrigation Controllers / May 2015	29.22
116691	06/03/2015	SOUTHERN CALIFORNIA EDISON	Ridge Route Linear Park / May 2015	52.35
116692	06/03/2015	VISION SERVICE PLAN OF AMERICA	Employee Benefit Program / June 2015	174.97
116693	06/03/2015	DONNA'S RADIUS MAPS	Public Notice Radius Mailing, Notice Of Intent To Adopt - General Plan Conservation Element Update	2,500.00
<b>Total Warrants:</b>				<b>521,007.35</b>
<b>Credit Card Statement Detail / April 6 - May 5, 2015</b>				
		Golden State Overnight Delivery Charge		46.62
		International Code Council Inc. Publications - 2015 IRC Commentary Vol 1 & International Building Code FedEx Delivery Charge		265.34
		Office Depot Printing - FY 15/16 Bid Packages / Energy Efficiency Improvement Program		32.65
<b>Total Credit Cards:</b>				<b>135.30</b>
<b>Total Credit Cards:</b>				<b>479.91</b>

6.4  
**USE OF CITY COUNCIL  
CONTINGENCY BUDGET  
(NO REPORT)**

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6.5

**LAW ENFORCEMENT SERVICES AGREEMENT**

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

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**THIS AGREEMENT** is entered into this First day of May 2015, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA WOODS, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

**WITNESSETH:**

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

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

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

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**TABLE OF CONTENTS**

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3  
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6  
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<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
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	17
I. Status of COUNTY	18
J. State Audit	18
K. Alteration of Terms	18
L. Indemnification	18
M. Traffic Violator Apprehension Program	20
N. Mobile Data Computers	23
Signature Page	25

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2015 and terminate  
3 June 30, 2016 unless earlier terminated by either party or extended in the  
4 manner set forth herein.

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

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

8 2. If COUNTY and CITY have not entered into a written agreement by June 30,  
9 2016 for COUNTY to provide to CITY, during all or part of the period  
10 between July 1, 2016 and June 30, 2017, law enforcement services similar  
11 to those specified herein, then SHERIFF, on behalf of COUNTY, and CITY's  
12 Manager, on behalf of CITY, are authorized to execute a written amendment  
13 to this Agreement that provides as follows and does not materially alter other  
14 terms of the Agreement: SHERIFF shall continue to provide to CITY all or a  
15 designated part of the law enforcement services specified herein, for a  
16 specified time period between July 1, 2016 and August 31, 2016 and CITY  
17 shall pay COUNTY the full costs of providing such services. Such full costs  
18 may be greater than those listed herein for the period July 1, 2015 through  
19 June 30, 2016. SHERIFF and CITY Manager shall file copies of any such  
20 amendments to this Agreement with the Clerk of COUNTY's Board of  
21 Supervisors and CITY's Clerk.

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

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

28 //

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

2 2. The night, day and evening patrol and supervisory shifts will be established  
3 by SHERIFF. Personnel of each shift may work varying and different times  
4 and may be deployed to other shifts when, in the opinion of SHERIFF and  
5 CITY Manager, the need arises. Any long-term shift deployment change will  
6 be reported to CITY's Council.

7 3. The level of service, other than for licensing, to be provided by COUNTY for  
8 the period July 1, 2015 through June 30, 2016, shall be as follows:

9 **Patrol / Traffic Services:**

- 10 • Six (6) Deputy Sheriff IIs
- 11 (each 80 hours per two-week pay period)
- 12 • One (1) Sergeant
- 13 (80 hours per two-week pay period)
- 14 • Thirty-four one hundredths of one (0.34) Sergeant
- 15 (27.20 hours per two-week pay period)

16 Deployment to be determined by SHERIFF in cooperation with CITY  
17 Manager.

18 **Investigation Services:**

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

20 **Regional / Shared Staff:**

- 21 • 1.42 percent of sixty one hundredths of one (0.60) Sergeant – Traffic
- 22 • 1.42 percent of four (4) Deputy Sheriff IIs – Traffic
- 23 • 1.42 percent of two (2) Investigative Assistants – Traffic
- 24 • 1.42 percent of one (1) Office Specialist – Traffic
- 25 • 0.50 percent of thirty one hundredths of one (0.30) Sergeant – Auto Theft
- 26 • 0.50 percent of two (2) Investigators – Auto Theft
- 27 • 0.50 percent of one (1) Investigative Assistant – Auto Theft
- 28 • 0.50 percent of one (1) Office Specialist – Auto Theft

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

- 2 • 0.13 percent of one (1) Sergeant – Directed Enforcement Team (DET)
- 3 • 0.13 percent of one (1) Investigator – Directed Enforcement Team (DET)
- 4 • 1.52 percent of one (1) Office Specialist – Subpoena
- 5 • 1.09 percent of two (2) Investigative Assistants – Court
- 6 • Service Ins/Service Outs

7 (Shared Service with Cities of Aliso Viejo and Laguna Hills)

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

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

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

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

17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
18 CITY Manager, on behalf of CITY, are authorized to execute written  
19 amendments to this Agreement to increase or decrease the level of service  
20 set forth in Subsection C-3, when SHERIFF and CITY Manager mutually  
21 agree that such increase or decrease in the level of service is appropriate.  
22 Any such amendment to the Agreement shall concomitantly increase or  
23 decrease the cost of services payable by CITY set forth in Subsection G-2  
24 and the Maximum Obligation of CITY set forth in Subsection G-3, in  
25 accordance with the current year's COUNTY law enforcement cost study.  
26 SHERIFF and CITY Manager shall file copies of any such amendments to  
27 this Agreement with the Clerk of COUNTY's Board of Supervisors and  
28 CITY's Clerk. Amendments to this Agreement executed by SHERIFF and

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

2 CITY Manager may not, in the aggregate, increase or decrease the cost of  
3 services payable by CITY by more than one percent (1%) of the total cost  
4 originally set forth in Subsection G-2 and the Maximum Obligation originally  
5 set forth in Subsection G-3.

6 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
7 required before execution of any amendment that brings the aggregate total  
8 of changes in costs payable by CITY to more than one percent (1%) of the  
9 total cost originally set forth in Subsection G-2 and the Maximum Obligation  
10 originally set forth in Subsection G-3 of this Agreement.

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

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

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

- 26 2. Supplemental services for occasional events operated by private individuals  
27 and entities on non-CITY property. At the request of CITY, through its City  
28 Manager, and within the limitations set forth in this subsection D-2, SHERIFF

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

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

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

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

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

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

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

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

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

7 **E. PATROL VIDEO SYSTEMS:**

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

20       The costs to be paid by CITY for recurring costs, including maintenance and  
21       replacement/upgrade of PVS, are included in the costs set forth in  
22       Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection  
23       G-3 of this Agreement unless CITY has already paid such costs. CITY shall  
24       not be charged additional amounts for maintenance or replacement/upgrade  
25       of said PVS during the period July 1, 2015 through June 30, 2016.

- 26       4. If, following the initial acquisition of PVS referenced above, CITY requires  
27       PVS for additional patrol cars designated for use in the CITY service area,  
28       COUNTY will purchase said additional PVS. Upon demand by COUNTY,

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

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

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

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

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

22 **G. PAYMENT:**

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

28 //

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

2 2. Unless the level of service described in Subsection C-3 is increased or  
3 decreased by mutual agreement of the parties, or CITY is required to pay for  
4 increases as set forth in Subsection G-5, the Maximum Obligation of CITY  
5 for services, other than Licensing Services, described in Subsection C-3 of  
6 this Agreement, to be provided by COUNTY for the period July 1, 2015  
7 through June 30, 2016 shall be as follows:

8 **SERVICE** **COST OF SERVICE**

9 **Patrol / Traffic Services:**

- 10 • Six (6) Deputy Sheriff IIs  
11 @ \$241,953/each \$ 1,451,718
- 12 • One (1) Sergeant  
13 @ \$277,868/each \$ 277,868
- 14 • Thirty-four one hundredths of one (0.34) Sergeant  
15 @ \$277,868/each \$ 94,475

16 **Investigation Services:**

- 17 • One (1) Investigator  
18 @ \$278,304/each \$ 278,304

19 **Regional / Shared Staff:**

- 20 • 1.42% of sixty one hundredths of one (0.60) Sergeant – Traffic  
21 @ \$281,289/each \$ 2,397
- 22 • 1.42% of four (4) Deputy Sheriff IIs – Traffic  
23 @ \$245,706/each \$ 13,956
- 24 • 1.42% of two (2) Investigative Assistants – Traffic  
25 @ \$115,074/each \$ 3,268
- 26 • 1.42% of one (1) Office Specialist - Traffic  
27 @ \$92,928/each \$ 1,320

28 //

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

<u>SERVICE</u>	<u>COST OF SERVICE</u>
• 0.50% of thirty one hundredths of one (0.30) Sergeant – Auto Theft @ \$280,513/each	\$ 421
• 0.50% of two (2) Investigators – Auto Theft @ \$251,035/each	\$ 2,510
• 0.50% of one (1) Investigative Assistant – Auto Theft @ \$119,265/each	\$ 596
• 0.50% of one (1) Office Specialist - Auto Theft @ \$91,980/each	\$ 460
• 0.13% of one (1) Sergeant – Directed Enforcement Team (DET) @ \$379,854/each	\$ 494
• 0.13% of one (1) Investigator – Directed Enforcement Team (DET) @ \$300,961/each	\$ 391
• 1.52% of one (1) Office Specialist - Subpoena @ \$84,796/each	\$ 1,289
• 1.09% of two (2) Investigative Assistants – Court @ \$116,732/each	\$ 2,545
• Service Ins/Service Outs (Shared Service with Cities of Aliso Viejo and Laguna Hills)	\$ \$41,140
<b>Other Charges and Credits:</b>	\$ 278,688

22 **Charges:** Annual Leave paydowns and apportionment of cost of  
 23 leave balances paid at end of employment; premium pay for  
 24 bilingual staff; contract administration; data line charges; direct  
 25 services and supplies; enhanced helicopter response services;  
 26 facility lease; holiday pay: comp and straight time; Integrated Law  
 27 & Justice Agency of Orange County; mobile data computer (MDC)  
 28 acquisition and recurring costs; on-call pay; overtime;

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

2 **SERVICE**

**COST OF SERVICE**

3 patrol training cost allocation; patrol video system (PVS)  
4 acquisition and recurring costs; retirement rate discount expenses  
5 (interest and cost of issuance); transportation costs: acquisition  
6 cost of one (1) Utility Vehicle Class A; vehicle fuel, mileage interest  
7 for replacement vehicles and maintenance and acquisition cost of  
8 shotgun.

9 **Credits:** Local assistance funding; false alarm fees; reimbursement  
10 for training and miscellaneous programs; retirement rate discount  
11 FY 2015-16.

12 **TOTAL COST OF SERVICES**

**\$ 2,451,840**

- 13 3. Unless the level of service provided in Subsection C-3 is increased by  
14 mutual agreement of the parties, or CITY is required to pay increases as set  
15 forth in Subsection G-5, the Maximum Obligation of CITY for services, other  
16 than Licensing Services, described in Subsection C-3 of this Agreement, to  
17 be provided by the COUNTY for the period July 1, 2015 through June 30,  
18 2016, is \$2,451,840.
- 19 4. COUNTY shall invoice CITY monthly. During the period of July 1, 2015  
20 through June 30, 2016, said invoices will require payment by CITY of one-  
21 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-3  
22 of this Agreement, as said Maximum Obligation may have been increased or  
23 decreased pursuant to mutual agreement of the parties. In addition, if a  
24 determination is made that increases described in Subsection G-5 must be  
25 paid, COUNTY thereafter shall include the pro-rata charges for such  
26 increases in its monthly invoices to CITY for the balance of the period  
27 between July 1, 2015 and June 30, 2016.

28 //

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

2 5.a. At the time this Agreement is executed, there are unresolved issues  
3 pertaining to potential changes in salaries and benefits for COUNTY  
4 employees. The costs of such potential changes are not included in the  
5 Fiscal Year 2015-16 cost set forth in Subsection G-2 nor in the Fiscal Year  
6 2015-16 Maximum Obligation of CITY set forth in Subsection G-3 of this  
7 Agreement. If the changes result in the COUNTY incurring or becoming  
8 obligated to pay for increased costs for or on account of personnel whose  
9 costs are included in the calculations of costs charged to CITY hereunder,  
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
11 Subsection G-3 of this Agreement, the full costs of said increases to the  
12 extent such increases are attributable to work performed by such personnel  
13 after July 1, 2015, and CITY's Maximum Obligation hereunder shall be  
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
15 such increases on a pro-rata basis over the portion of the period between  
16 July 1, 2015 and June 30, 2016 remaining after COUNTY notifies CITY that  
17 increases are payable. If the changes result in the COUNTY incurring or  
18 becoming obligated to pay for decreased costs for or on account of  
19 personnel whose costs are included in the calculations of costs charged to  
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the  
21 extent such decreases are attributable to work performed by such personnel  
22 during the period July 1, 2015 through June 30, 2016, and CITY's Maximum  
23 Obligation hereunder shall be deemed to have decreased accordingly.  
24 COUNTY shall reduce required payment by CITY in full for such decreases  
25 on a pro-rata basis over the portion of the period between July 1, 2015 and  
26 June 30, 2016 remaining after COUNTY notifies CITY that the Maximum  
27 Obligation has decreased.

28 //

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

2 5.b. If CITY is required to pay for increases as set forth in Subsection G-5a  
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
4 service to be provided to CITY, pursuant to Subsection C-3 of this  
5 Agreement to a level that will make the Maximum Obligation of CITY  
6 hereunder for the period July 1, 2015 through June 30, 2016 an amount  
7 specified by CITY that is equivalent to or higher or lower than the Maximum  
8 Obligation set forth in Subsection G-3 for said period at the time this  
9 Agreement originally was executed. The purpose of such adjustment of  
10 service levels will be to give CITY the option of keeping its Maximum  
11 Obligation hereunder at the pre-increase level or at any other higher or lower  
12 level specified by CITY. In the event of such reduction in level of service  
13 and adjustment of costs, the parties shall execute an amendment to this  
14 Agreement so providing. Decisions about how to reduce the level of service  
15 provided to CITY shall be made by SHERIFF with the approval of CITY.

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

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

21 8. As payment for the Licensing Services described in Subsection C-7 of this  
22 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
23 pursuant to CITY ordinances listed in Attachment A hereto. Retention of  
24 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
25 incurred by COUNTY in performing the functions related to licensing  
26 described in Subsection C-7; provided, however, that if any of said fees are  
27 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
28 between the amount of fees retained by COUNTY and the fees that were set

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

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

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

12 **H. NOTICES:**

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

17           **CITY:**           ATTN: CITY MANAGER  
18                            24264 EL TORO ROAD  
19                            LAGUNA WOODS, CA 92653

20           **COUNTY:**       ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
21                            SHERIFF-CORONER DEPARTMENT  
22                            320 NORTH FLOWER STREET, SUITE 108  
23                            SANTA ANA, CA 92703

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

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**I. STATUS OF COUNTY:**

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

**J. STATE AUDIT:**

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

**K. ALTERATION OF TERMS:**

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

**L. INDEMNIFICATION:**

1. COUNTY, its officers, agents, employees, subcontractors and independent contractors shall not be deemed to have assumed any liability for the negligence or any other act or omission of CITY or any of its officers, agents,

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**L. INDEMNIFICATION: (Continued)**

employees, subcontractors or independent contractors, or for any dangerous or defective condition of any public street or work or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street or work or property of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street or work or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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**L. INDEMNIFICATION: (Continued)**

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

**M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

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

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

2 reference [hereinafter called a “TVAP resolution”], and has directed that the  
3 revenue from such fee be used for the Program. CITY’s participation in the  
4 Program may be terminated at any time by rescission or amendment of the  
5 TVAP resolution that is attached hereto as Attachment D. In the event CITY  
6 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
7 adopts a new TVAP resolution pertaining to the above-referenced fee and  
8 the Program, and 2) remains a participant in the Program thereafter, CITY’s  
9 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
10 authority to execute an amendment of this Agreement to substitute CITY’s  
11 amended or new TVAP resolution for Attachment D hereto, as long as said  
12 amendment to this Agreement does not materially change any other  
13 provision of this Agreement.

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

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

- 18 • Ten one hundredths of one (0.10) Sergeant  
19 (8 hours per two-week pay period)
- 20 • One (1) Staff Specialist  
21 (80 hours per two-week pay period)
- 22 • One (1) Office Specialist  
23 (80 hours per two-week pay period)

24 4. Fee revenue generated by CITY may be used to reimburse CITY for  
25 expenditures for equipment and/or supplies directly in support of the  
26 Program. In order for an expenditure for equipment and/or supplies to be  
27 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
28 approval of the expenditure by using the form as shown in Attachment E.

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

2 The request shall be submitted within the budget schedule established by  
3 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
4 following conditions are satisfied: 1) there are sufficient Program funds,  
5 attributable to revenue generated by CITY's fee, to pay for the requested  
6 purchase, and 2) CITY will use the equipment and/or supplies, during their  
7 entire useful life, only for purposes authorized by its TVAP resolution in  
8 effect at the time of purchase.

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

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

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**N. MOBILE DATA COMPUTERS:**

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2015 through June 30, 2016.

4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars designated for use in the CITY, or for CITY's Emergency Operations Center, COUNTY will purchase said additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are

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

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

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

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

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

CITY OF LAGUNA WOODS

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

BY: \_\_\_\_\_  
Mayor  
APPROVED AS TO FORM:

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

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

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

Attest:

\_\_\_\_\_  
Robin Stieler  
Interim Clerk of the Board  
County of Orange, California

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

BY: *Nicole A. ...*  
Deputy

DATED: 5/15/15

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**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.

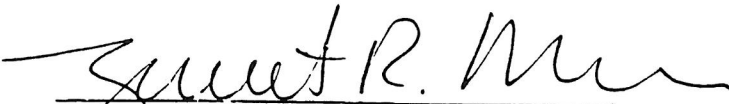
BE IT FURTHER RESOLVED that expenditure of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the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

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

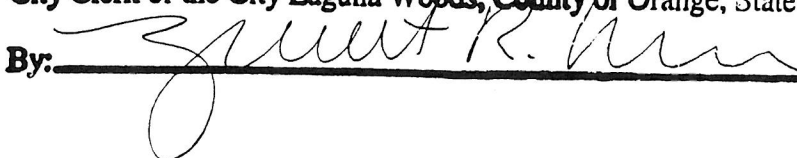
STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) ss.  
CITY OF LAGUNA WOODS   )

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: 

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

<b>REQUEST</b>	<b>CONTRACT CITY</b>																				
	<p>Participating City Request to Purchase From the TVA in FY _____ Date _____</p>																				
	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%; text-align: center;"><u>QUANTITY</u></th> <th style="width:55%; text-align: center;"><u>ITEM DESCRIPTION</u></th> <th style="width:30%; text-align: center;"><u>APPLICABILITY TO TVA PROGRAM</u></th> <th style="width:10%; text-align: center;"><u>ESTIMATED COST</u></th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>																
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	<p align="center">THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST: _____</p> <p>Printed Name _____ DATE _____</p> <p>Signature: _____</p>																				
<b>CERTIFICATION</b>	<b>ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</b>																				
	<p align="center"><b>Recommended For Approval</b> CITY POLICE SERVICES CHIEF _____</p> <p align="center">MANAGER – TVA PROGRAM _____</p>																				
<b>APPROVALS</b>																					

OCSD  
BUDGET  
USE ONLY

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