

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

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

**THIS AGREEMENT** is entered into this First day of May 2021, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA NIGUEL, 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:**

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

**TABLE OF CONTENTS**

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

<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.....	6
E. PATROL VIDEO SYSTEMS.....	9
F. LICENSING SERVICES BY CITY.....	10
G. PAYMENT.....	10
H. NOTICES.....	14
I. STATUS OF COUNTY.....	14
J. STATE AUDIT.....	15
K. ALTERATION OF TERMS.....	15
L. INDEMNIFICATION.....	16
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
N. MOBILE DATA COMPUTERS.....	20
O. E-CITATION UNITS.....	21
SIGNATURE PAGE.....	23

- Attachment A                      Regular Services by County
- Attachment B                      City Ordinances
- Attachment C                      Payment
- Attachment D                      County Billing Policy
- Attachment E                      Forfeited and Seized Asset Policy
- Attachment F                      TVAP Resolution
- Attachment G                      TVAP Form

//  
//

1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2021 and terminate  
3 June 30, 2022 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  
7 one-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  
9 30, 2022 for COUNTY to provide to CITY, during all or part of the period  
10 between July 1, 2022 and June 30, 2023 law enforcement services similar  
11 to those specified herein, then SHERIFF, on behalf of COUNTY, and  
12 CITY's Manager, on behalf of CITY, are authorized to execute a written  
13 amendment to this Agreement that provides as follows and does not  
14 materially alter other terms of the Agreement: SHERIFF shall continue to  
15 provide to CITY all or a designated part of the law enforcement services  
16 specified herein, for a specified time period between July 1, 2022 and  
17 August 31, 2022 and CITY shall pay COUNTY the full costs of providing  
18 such services. Such full costs may be greater than those listed herein for  
19 the period July 1, 2021 through June 30, 2022. SHERIFF and CITY  
20 Manager shall file copies of any such amendments to this Agreement with  
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

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

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

- 2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY’s Council.
- 3. The level of service, other than for licensing, to be provided by COUNTY for the period July 1, 2021 through June 30, 2022, is set forth in Attachment A and incorporated herein by this reference.
- 4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to provide for payment of 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
- 5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.

//  
//  
//  
//

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

2 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
3 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF  
4 determines that the Captain is needed elsewhere, SHERIFF will notify  
5 CITY's Manager within four (4) hours. SHERIFF will return the Captain to  
6 CITY as soon as possible once the emergency situation is under control.

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

17 8. COUNTY or CITY, upon thirty (30) days' notice and mutual written  
18 agreement, shall increase or decrease the service levels provided herein,  
19 and the obligation of CITY to pay for services shall be concomitantly  
20 adjusted. Amendments to this Agreement executed by SHERIFF and CITY  
21 Manager may not, in the aggregate, increase or decrease the cost of  
22 services payable by CITY by more than one percent (1%) of the total cost  
23 originally set forth in Attachment C and the Maximum Obligation originally  
24 set forth in Subsection G-2 for FY 2021-22.

25 Prior approval by COUNTY's Board of Supervisors and CITY's Council is  
26 required before execution of any amendment that brings the aggregate total  
27 of changes in costs payable by CITY to more than one percent (1%) of the  
28 total cost originally set forth in Attachment C and the Maximum Obligation

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

2 originally set forth in Subsection G-2 of this Agreement for FY 2021-22.

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

- 4 1. Enhanced services for events on CITY property. At the request of CITY,  
5 through its City Manager, SHERIFF may provide enhanced law  
6 enforcement services for functions, such as community events, conducted  
7 on property that is owned, leased or operated by CITY. SHERIFF shall  
8 determine personnel and equipment needed for such enhanced services.  
9 To the extent the services provided at such events are at a level greater  
10 than that specified in Attachment A of this Agreement, CITY shall reimburse  
11 COUNTY for such additional services, at an amount computed by  
12 SHERIFF, based on the current year's COUNTY law enforcement cost  
13 study. The cost of these enhanced services shall be in addition to the  
14 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
15 SHERIFF shall bill CITY immediately after each such event.
- 16 2. Supplemental services for occasional events operated by private individuals  
17 and entities on non-CITY property. At the request of CITY, through its City  
18 Manager, and within the limitations set forth in this Subsection D-2,  
19 SHERIFF may provide supplemental law enforcement services to preserve  
20 the peace at special events or occurrences that occur on an occasional  
21 basis and are operated by private individuals or private entities on non-CITY  
22 property. SHERIFF shall determine personnel and equipment needed for  
23 such supplemental services, and will provide such supplemental services  
24 only if SHERIFF is able to do so without reducing the normal and regular  
25 ongoing services that SHERIFF otherwise would provide to CITY pursuant  
26 to this Agreement. Such supplemental services shall be provided only by  
27 regularly appointed full-time peace officers, at rates of pay governed by a  
28 Memorandum of Understanding between COUNTY and the bargaining

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

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

- 16 3. Supplemental services for events operated by public entities on non-CITY  
17 property. At the request of CITY, through its City Manager, and within the  
18 limitations set forth in this Subsection D-3, SHERIFF may provide  
19 supplemental law enforcement services to preserve the peace at special  
20 events or occurrences that occur on an occasional basis and are operated  
21 by public entities on non-CITY property. SHERIFF shall determine  
22 personnel and equipment needed for such supplemental services, and will  
23 provide such supplemental services only if SHERIFF is able to do so  
24 without reducing services that SHERIFF otherwise would provide to CITY  
25 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual  
26 costs of providing such supplemental services at an amount computed by  
27 SHERIFF, based on the current year's COUNTY law enforcement cost  
28 study. The cost of these supplemental services shall be in addition to the

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

2 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
3 SHERIFF shall bill CITY immediately after each such event.

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

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

26 //  
27 //  
28 //



1 **E. PATROL VIDEO SYSTEMS:**

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

14 The costs to be paid by CITY for recurring costs, including maintenance  
15 and replacement/upgrade of PVS, are included in the costs set forth in  
16 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
17 G-2 of this Agreement unless CITY has already paid such costs. CITY shall  
18 not be charged additional amounts for maintenance or  
19 replacement/upgrade of said PVS during the period July 1, 2021 through  
20 June 30, 2022.

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

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

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

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

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

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

16 **G. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
18 COUNTY the full costs of performing the services mutually agreed upon in  
19 this Agreement. The costs of services include salaries, wages, benefits,  
20 mileage, services, supplies, equipment, and divisional, departmental and  
21 COUNTY General overhead.
- 22 2. Unless the level of service set forth in Attachment A is increased or  
23 decreased pursuant to mutual agreement of the parties or decreased  
24 pursuant to Subsection K-2, or CITY is required to pay for increases as set  
25 forth in Subsection G-4, or the cost to COUNTY for providing the services  
26 described herein decreases, the costs of services described in  
27 Attachment A of this Agreement, other than Licensing Services, to be  
28 provided by the COUNTY for the period July 1, 2021 through June 30, 2022

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

2 and the Maximum Obligation of CITY, shall be \$15,999,999 as set forth in  
3 Attachment C.

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

9 3. COUNTY shall invoice CITY monthly. During the period July 1, 2021  
10 through June 30, 2022, said invoices will require payment by CITY of one-  
11 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection  
12 G-2 of this Agreement, as said Maximum Obligation may have been  
13 decreased pursuant to Subsection K-2 or increased or decreased pursuant  
14 to mutual agreement of the parties. In addition, if a determination is made  
15 that increases described in Subsection G-4 must be paid, COUNTY  
16 thereafter shall include the pro-rata charges for such increases in its  
17 monthly invoices to CITY for the balance of the period between July 1, 2021  
18 and June 30, 2022.

19 4a. At the time this Agreement is executed, there may be unresolved issues  
20 pertaining to potential changes in salaries and benefits for COUNTY  
21 employees. The costs of such potential changes are not included in the  
22 Fiscal Year 2021-22 cost set forth in Attachment C nor in the Fiscal Year  
23 2021-22 Maximum Obligation of CITY set forth in Subsection G-2 of this  
24 Agreement. If the changes result in the COUNTY incurring or becoming  
25 obligated to pay for increased costs for or on account of personnel whose  
26 costs are included in the calculations of costs charged to CITY hereunder,  
27 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
28 Subsection G-2 of this Agreement, the full costs of said increases to the

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

2 extent such increases are attributable to work performed by such personnel  
3 after July 1, 2021, and CITY's Maximum Obligation hereunder shall be  
4 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
5 such increases on a pro-rata basis over the portion of the period between  
6 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that  
7 increases are payable. If the changes result in the COUNTY incurring or  
8 becoming obligated to pay for decreased costs for or on account of  
9 personnel whose costs are included in the calculations of costs charged to  
10 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
11 the extent such decreases are attributable to work performed by such  
12 personnel during the period July 1, 2021 through June 30, 2022, and  
13 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
14 accordingly. COUNTY shall reduce required payment by CITY in full for  
15 such decreases on a pro-rata basis over the portion of the period between  
16 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that  
17 the Maximum Obligation has decreased.

18 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
19 above, COUNTY, at the request of CITY will thereafter reduce the level of  
20 service to be provided to CITY as set forth in Attachment A of this  
21 Agreement to a level that will make the Maximum Obligation of CITY  
22 hereunder for the period July 1, 2021 through June 30, 2022 an amount  
23 specified by CITY that is equivalent to or higher or lower than the Maximum  
24 Obligation set forth in Subsection G-2 for said period at the time this  
25 Agreement originally was executed. The purpose of such adjustment of  
26 service levels will be to give CITY the option of keeping its Maximum  
27 Obligation hereunder at the pre-increase level or at any other higher or  
28 lower level specified by CITY. In the event of such reduction in level of

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

2 service and adjustment of costs, the parties shall execute an amendment to  
3 this Agreement so providing. Decisions about how to reduce the level of  
4 service provided to CITY shall be made by SHERIFF with the approval of  
5 CITY.

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

9 6. COUNTY shall charge CITY late payment penalties in accordance with  
10 County Billing Policy.

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

24 8. Fees generated or collected by SHERIFF contract personnel for copying of  
25 documents related to the services provided in this Agreement will be at  
26 COUNTY-established rates and will be credited to CITY on an annual basis.

27 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto,  
28 which is incorporated herein by this reference.

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

**H. NOTICES:**

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

**CITY:**           ATTN: CITY MANAGER  
30111 CROWN VALLEY PARKWAY  
LAGUNA NIGUEL, CA 92677

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

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

**I. STATUS OF COUNTY:**

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

//  
//  
//

1 **J. STATE AUDIT:**

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

10 **K. ALTERATION OF TERMS:**

- 11 1. This Agreement fully expresses all understanding of CITY and COUNTY  
12 with respect to the subject matter of this Agreement and shall constitute the  
13 total Agreement between the parties for these purposes. No addition to, or  
14 alteration of, the terms of this Agreement shall be valid unless made in  
15 writing, formally approved and executed by duly authorized agents of both  
16 parties.
- 17 2. CITY may unilaterally eliminate or reduce the level of certain services to be  
18 provided by the COUNTY as set forth in Attachment A of this Agreement.  
19 The services that CITY may unilaterally eliminate or reduce are the  
20 following:

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

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

28 //

1 **L. INDEMNIFICATION:**

2 1. COUNTY, its officers, agents, employees, subcontractors and independent  
3 contractors shall not be deemed to have assumed any liability for the  
4 negligence or any other act or omission of CITY or any of its officers,  
5 agents, employees, subcontractors or independent contractors, or for any  
6 dangerous or defective condition of any public street or work or property of  
7 CITY, or for any illegality or unconstitutionality of CITY's municipal  
8 ordinances. CITY shall indemnify and hold harmless COUNTY and its  
9 elected and appointed officials, officers, agents, employees, subcontractors  
10 and independent contractors from any claim, demand or liability whatsoever  
11 based or asserted upon the condition of any public street or work or  
12 property of CITY, or upon the illegality or unconstitutionality of any  
13 municipal ordinance of CITY that SHERIFF has enforced, or upon any act  
14 or omission of CITY, or its elected and appointed officials, officers, agents,  
15 employees, subcontractors or independent contractors related to this  
16 Agreement, including, but not limited to, any act or omission related to the  
17 maintenance or condition of any vehicle or motorcycle that is owned or  
18 possessed by CITY and used by COUNTY personnel in the performance of  
19 this Agreement, for property damage, bodily injury or death or any other  
20 element of damage of any kind or nature, and CITY shall defend, at its  
21 expense including attorney fees, and with counsel approved in writing by  
22 COUNTY, COUNTY and its elected and appointed officials, officers, agents,  
23 employees, subcontractors and independent contractors in any legal action  
24 or claim of any kind based or asserted upon such condition of public street  
25 or work or property, or illegality or unconstitutionality of a municipal  
26 ordinance, or alleged acts or omissions. If judgment is entered against CITY  
27 and COUNTY by a court of competent jurisdiction because of the  
28 concurrent active negligence of either party, CITY and COUNTY agree that



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

2 liability will be apportioned as determined by the court. Neither party shall  
3 request a jury apportionment.

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

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

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

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

2 same amount as approved by COUNTY, as set forth in the resolution that  
3 is attached hereto as Attachment F and incorporated into this Agreement by  
4 reference [hereinafter called a "TVAP resolution"], and has directed that the  
5 revenue from such fee be used for the Program. CITY's participation in the  
6 Program may be terminated at any time by rescission or amendment of the  
7 TVAP resolution that is attached hereto as Attachment F. In the event CITY  
8 1) amends said TVAP resolution, or rescinds said TVAP resolution and  
9 adopts a new TVAP resolution pertaining to the above-referenced fees and  
10 the Program, and 2) remains a participant in the Program thereafter, CITY's  
11 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have  
12 authority to execute an amendment of this Agreement to substitute CITY's  
13 amended or new TVAP resolution for Attachment F hereto, as long as said  
14 amendment to this Agreement does not materially change any other  
15 provision of this Agreement. As COUNTY updates its fees for the Program  
16 periodically, COUNTY will provide written notice to CITY of the updated  
17 fees. CITY'S participation in the Program will terminate if CITY determines  
18 not to adopt the updated fees for the Program.

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

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

- 23 • Ten one hundredths of one (0.10) Sergeant  
24 (8 hours per two-week pay period)
- 25 • One (1) Staff Specialist  
26 (80 hours per two-week pay period)
- 27 • One (1) Office Specialist  
28 (80 hours per two-week pay period)

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

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

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

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

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

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

2 rendered. In the event of a reduction in level of Program service,  
3 termination of Program service or adjustment of costs, the parties shall  
4 execute an amendment to this Agreement so providing. Decisions about  
5 how to reduce the level of Program service provided to CITY shall be made  
6 by SHERIFF with the approval of CITY.

7 **N. MOBILE DATA COMPUTERS:**

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

20 The costs to be paid by CITY for recurring costs, including maintenance  
21 and replacement/upgrade of MDCs, are included in the costs set forth in  
22 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
23 G-2 of this Agreement unless CITY has already paid such costs. CITY shall  
24 not be charged additional amounts for maintenance or  
25 replacement/upgrade of said MDCs during the period July 1, 2021 through  
26 June 30, 2022.

27 //

28 //

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

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

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

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

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

2 The costs to be paid by CITY for recurring costs, including maintenance  
3 and replacement/upgrade of E-Citation units, are included in the costs set  
4 forth in Attachment C and the Maximum Obligation of CITY set forth in  
5 Subsection G-2 of this Agreement unless CITY has already paid such  
6 costs. CITY shall not be charged additional amounts for maintenance or  
7 replacement/upgrade of said E-Citation units during the period July 1, 2021  
8 through June 30, 2022.

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

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

25 //

26 //

27 //

28 //

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

**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT

in the County of Orange, State of California.

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

CITY OF LAGUNA NIGUEL

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

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

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

COUNTY OF ORANGE

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

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

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

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

BY: *Nicole A. S.*  
Deputy

DATED: 4/20/21

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA NIGUEL  
"REGULAR SERVICES BY COUNTY"  
(Subsection C-3)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Captain		1.00	
<b>SUPERVISION:</b>			
Sergeant	Patrol	5.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Deputy Sheriff II -Patrol	Patrol	25.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	5.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES:</b>			
Crime Prevention Specialist	Crime Prevention	2.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II (shared)	School Resource Officer	0.35	28 hrs./ per two wk. pay period
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>46.35</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	11.79%
Deputy Sheriff II	Traffic	4.00	11.79%
Investigative Assistant	Traffic	2.00	11.79%
Office Specialist	Traffic	1.00	11.79%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	6.21%
Investigator	Auto Theft	2.00	6.21%
Investigative Assistant	Auto Theft	1.00	6.21%
Office Specialist	Auto Theft	1.00	6.21%
<b>DET:</b>			
Sergeant	DET	1.00	8.62%
Investigator	DET	1.00	8.62%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	16.78%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	20.00%
<b>TOTAL</b>		<b>16.90</b>	



**ATTACHMENT B**

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

**CITY OF LAGUNA NIGUEL**  
**ORDINANCE NO. 89-1**  
**LICENSING**  
  
BINGO GAME  
BINGO OFFICIAL  
CANVASSER/SOLICITOR  
DANCE INSTRUCTOR (NUDE)  
DANCE STUDIO (NUDE)  
ESCORT  
ESCORT BUREAU  
FIGURE MODEL (NUDE)  
FIGURE MODEL STUDIO (NUDE)  
GUN DEALER  
INTERLOCUTRIX (NUDE)  
INTRODUCTORY SERVICE  
JUNK COLLECTOR  
JUNK DEALER  
MESSAGE PARLOR (Includes FBI Fees)  
MASSAGIST (Includes FBI Fees)  
PEDDLER  
POOL ROOM  
PUBLIC DANCE  
RAP SESSION (NUDE)  
SECONDHAND DEALER (Pawnbroker)  
TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA NIGUEL**

**"PAYMENT"  
(Subsection G-2)**

**COST OF SERVICES PROVIDED BY SHERIFF (Subsection G-2):**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 435,561	\$ 435,561
<b>SUPERVISION:</b>				
Sergeant	Patrol	5.00	\$ 364,762	\$ 1,823,810
<b>INVESTIGATION SERVICES:</b>				
Investigator		2.00	\$ 367,231	\$ 734,462
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	25.00	\$ 302,503	\$ 7,562,575
Deputy Sheriff II -Motor	Traffic	5.00	\$ 307,659	\$ 1,538,297
<b>ADDITIONAL SERVICES:</b>				
Crime Prevention Specialist	Crime Prevention	2.00	\$ 116,002	\$ 232,004
Community Services Officer	Parking Control	4.00	\$ 138,984	\$ 555,936
Deputy Sheriff II	Community Support	1.00	\$ 302,503	\$ 302,503
Deputy Sheriff II (shared)	School Resource Officer	0.35	\$ 302,494	\$ 105,873
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 302,503	\$ 302,503
<b>TOTAL POSITIONS</b>		<b>46.35</b>		<b>\$ 13,593,524</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	11.79%	\$ 35,012
Deputy Sheriff II	Traffic	4.00	11.79%	\$ 170,848
Investigative Assistant	Traffic	2.00	11.79%	\$ 35,582
Office Specialist	Traffic	1.00	11.79%	\$ 13,507
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	6.21%	\$ 9,209
Investigator	Auto Theft	2.00	6.21%	\$ 42,753
Investigative Assistant	Auto Theft	1.00	6.21%	\$ 9,284
Office Specialist	Auto Theft	1.00	6.21%	\$ 7,040
<b>DET:</b>				
Sergeant	DET	1.00	8.62%	\$ 37,257
Investigator	DET	1.00	8.62%	\$ 34,074
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	16.78%	\$ 50,182
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	20.00%	\$ 77,448
<b>TOTAL REGIONAL/SHARED</b>		<b>16.90</b>		<b>\$ 522,196</b>

**OTHER CHARGES AND CREDITS (Subsection G-2):****OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four(4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty (30) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for twenty (20) units; premium pay for bilingual staff, education incentive pay, MART pay and on-call pay; services and supplies; and transportation charges.

**CREDITS:**

Credits include: AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement fo false alarms; reimbursement for training and miscellaneous programs; retirement rate discount for FY 2021-22; and reimbursement for restitution.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 1,884,279</b>
--	---------------------

<b>TOTAL COST OF SERVICES (Subsection G-2)</b>	<b>\$ 15,999,999</b>
--	----------------------

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

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

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

**II. DEFINITIONS**

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

**III. FIXED PRICE CONTRACTS**

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

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

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

#### IV. ACTUAL COST CONTRACTS

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

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

#### V. PAYMENT DUE DATES

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

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

## VI. LATE CHARGES

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

Late charges will be assessed in the following situations:

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

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

## VII. COLLECTIONS

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

## VIII. DISCOUNT FOR EARLY PAYMENT

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

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

**IX. DEFERRED REVENUE**

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

**X. COST RECOVERY**

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

**XI. EXISTING CONTRACTS**

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

**XII. DEVIATIONS FROM POLICY**

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

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

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

**CONTRACTED PATROL AND INVESTIGATION OFFICERS**

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

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

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

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

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

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

**ATTACHMENT F**

**RESOLUTION NO 2000-608**

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

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

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

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

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

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

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

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

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

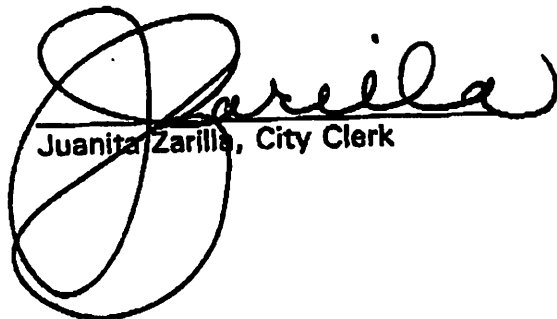


2. The City Council hereby finds that the proposed fees for the Program equal the administrative costs relating to the removal, impound, storage and release of impounded vehicles as is required by Vehicle Code Section 22850.5.
3. The City Council hereby adopts the following fees:
  - a. \$50 for each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

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

  
Mimi Walters, Mayor

**ATTEST:**

  
Juanita Zarilla, City Clerk

CERTIFICATION

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

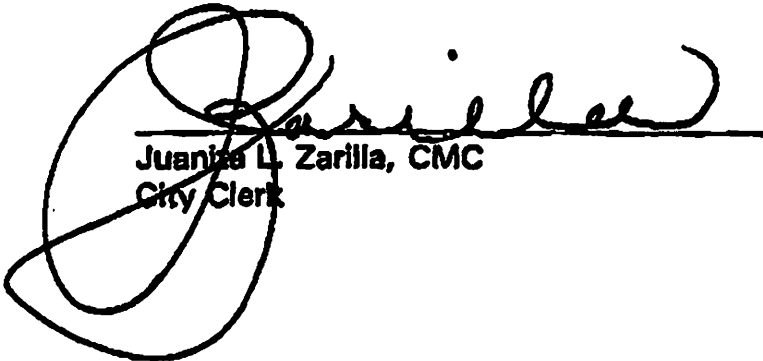
I, Juanita L. Zarilla, City Clerk of the City of Laguna Niguel, California, do hereby certify that the foregoing is Resolution No. 2000-608 which was adopted at a regular meeting of the City Council of the City of Laguna Niguel, California, held on August 1, 2000 by the following vote:

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

NOES:                        None

ABSTENTIONS:            None

ABSENT:                    Mayor Pro Tem Lindholm

  
\_\_\_\_\_  
Juanita L. Zarilla, CMC  
City Clerk

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

<b>REQUEST</b>	<b>CONTRACT CITY</b>			
	Participating City Request to Purchase From the TVA in FY	Date		
	<u><b>QUANTITY</b></u>	<u><b>ITEM DESCRIPTION</b></u>	<u><b>APPLICABILITY TO TVA PROGRAM</b></u>	<u><b>ESTIMATED COST</b></u>
<b>CERTIFICATION</b>	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>			
	<b>ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</b>			
<b>APPROVALS</b>				
	<b>Recommended For Approval</b> CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM		

OCSD  
BUDGET  
USE ONLY