



# Revision to ASR and/or Attachments

**Date:** June 11, 2024  
**To:** Clerk of the Board of Supervisors  
**CC:** County Executive Office *Frank Kim* *B. Wayt*  
**From:** Sheriff-Coroner Department, Executive Director Brian Wayt  
**Re:** ASR Control #: 24-000100, Meeting Date 6/25/24, Item No. #25  
**Subject:** City of Lake Forest Law Enforcement Services Agreement

RECEIVED  
2024 JUN 13 AM 10:46  
CLERK OF THE BOARD  
COUNTY OF ORANGE  
BOARD OF SUPERVISORS

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## Explanation:

Need to replace Attachment A with a copy signed by city council.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary ☐ Financial Impact

☒ Revised Attachments (attach revised attachment(s) and redlined copy(s))

City council signed Attachment A – City of Lake Forest Agreement

1                                   **AGREEMENT**  
2                                   **BETWEEN THE**  
3                                   **CITY OF LAKE FOREST**  
4                                   **AND THE**  
5                                   **COUNTY OF ORANGE**

6  
7                   **THIS AGREEMENT** is entered into this First day of June 2024 which  
8 date is enumerated for purposes of reference only, by and between the CITY OF  
9 LAKE FOREST, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a  
10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11                                   **WITNESSETH:**

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

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

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

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2024 and terminate  
3 June 30, 2025 unless earlier terminated by either party or extended in the  
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-  
7 hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by  
9 June 30, 2025 for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, 2025 and June 30, 2026, law enforcement services  
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and  
12 CITY's Manager, on behalf of CITY, are authorized to execute a written  
13 amendment to this Agreement that provides as follows and does not  
14 materially alter other terms of the Agreement: SHERIFF shall continue to  
15 provide to CITY all or a designated part of the law enforcement services  
16 specified herein, for a specified time period between July 1, 2025 and  
17 August 31, 2025, 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, 2024 through June 30, 2025. SHERIFF and CITY  
20 Manager shall file copies of any such amendments to this Agreement with  
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

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, 2024 through June 30, 2025 is set forth in  
9 Attachment A.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to  
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains  
12 the option to terminate such service in the event the other city or cities that  
13 contract for the balance of the time of the employee providing the service no  
14 longer pay(s) for such service and CITY does not request the Agreement be  
15 amended to provide for payment of 100% of the cost of the employee  
16 providing such service. The Maximum Obligation of CITY set forth in  
17 Subsection G-2 shall be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the  
19 precise date specified in this Agreement. In those instances, SHERIFF  
20 shall notify CITY Manager of the date or dates such service or services are  
21 to be implemented. SHERIFF shall reduce the monthly charges to CITY,  
22 based on the actual date of implementation of the service or services.  
23 Charges shall be reduced on the next monthly billing tendered in  
24 accordance with Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF  
27 determines that the Captain is needed elsewhere, SHERIFF will notify  
28 CITY's Manager within four (4) hours. SHERIFF will return the Captain

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

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

- 3 7. With respect to the licensing ordinances of CITY listed in Attachment B,  
4 SHERIFF shall receive applications for CITY licenses pursuant to said  
5 ordinances and complete investigations relating to such applications. Said  
6 investigations shall be forwarded to CITY Manager. COUNTY shall not  
7 provide any advisory, administrative, hearing or litigation attorney support or  
8 services related to licensing. COUNTY shall not provide any administrative  
9 or investigatory services related to the licensing ordinances listed in  
10 Attachment B, except the investigations relating to initial applications for  
11 which this subsection provides.
- 12 8. With the limitations set forth, SHERIFF, on behalf of COUNTY, and CITY  
13 Manager, on behalf of CITY, are authorized to execute written amendments  
14 to this Agreement to increase or decrease the level of service set forth in  
15 Attachment A, when SHERIFF and CITY Manager mutually agree that such  
16 increase or decrease in the level of service is appropriate. Any such  
17 amendment to the Agreement shall concomitantly increase or decrease the  
18 cost of services payable by CITY as set forth in Attachment C and the  
19 Maximum Obligation of CITY set forth in Subsection G-2, in accordance with  
20 the current year's COUNTY law enforcement cost study. SHERIFF and  
21 CITY Manager shall file copies of any such amendments to this Agreement  
22 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except  
23 for costs related to Sections G-4a and G-4b, changes to this Agreement  
24 executed by SHERIFF and CITY Manager may not, in the aggregate,  
25 increase or decrease the cost of services payable by CITY by more than  
26 one percent (1%) of the total cost originally set forth in Attachment C and  
27 the Maximum Obligation originally set forth in Subsection G-2.

28 //

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

2 Except for changes under Sections G-4a and G-4b, prior approval by  
3 COUNTY's Board of Supervisors and CITY's Council is required before  
4 execution of any amendment that brings the aggregate total of changes in  
5 costs payable by CITY to more than one percent (1%) of the total cost  
6 originally set forth in Attachment C and the Maximum Obligation originally  
7 set forth in Subsection G-2 of this Agreement.

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

9 1. Enhanced services for events on CITY property. At the request of CITY,  
10 through its City Manager, SHERIFF may provide enhanced law  
11 enforcement services for functions, such as community events, conducted  
12 on property that is owned, leased or operated by CITY. SHERIFF shall  
13 determine personnel and equipment needed for such enhanced services.  
14 To the extent the services provided at such events are at a level greater  
15 than that specified in Attachment A of this Agreement, CITY shall reimburse  
16 COUNTY for such additional services, at an amount computed by  
17 SHERIFF, based on the current year's COUNTY law enforcement cost  
18 study. The cost of these enhanced services shall be in addition to the  
19 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
20 SHERIFF shall bill CITY immediately after each such event.

21 2. Supplemental services for occasional events operated by private  
22 individuals and entities on non-CITY property. At the request of CITY,  
23 through its City Manager, and within the limitations set forth in this  
24 Subsection D-2, SHERIFF may provide supplemental law enforcement  
25 services to preserve the peace at special events or occurrences that occur  
26 on an occasional basis and are operated by private individuals or private  
27 entities on non-CITY property. SHERIFF shall determine personnel and  
28 equipment needed for such supplemental services, and will provide such

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

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

- 22 3. Supplemental services for events operated by public entities on non-CITY  
23 property. At the request of CITY, through its City Manager, and within the  
24 limitations set forth in this subsection D-3, SHERIFF may provide  
25 supplemental law enforcement services to preserve the peace at special  
26 events or occurrences that occur on an occasional basis and are operated  
27 by public entities on non-CITY property. SHERIFF shall determine  
28 personnel and equipment needed for such supplemental services, and will



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

2 provide such supplemental services only if SHERIFF is able to do so  
3 without reducing services that SHERIFF otherwise would provide to CITY  
4 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual  
5 costs of providing such supplemental services at an amount computed by  
6 SHERIFF, based on the current year's COUNTY law enforcement cost  
7 study. The cost of these supplemental services shall be in addition to the  
8 Maximum Obligation of CITY set forth in Subsection G-2 of this  
9 Agreement. SHERIFF shall bill CITY immediately after each such event.

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

21 5. In accordance with Government Code Section 51350, COUNTY has  
22 adopted Board Resolution 89-1160 which identifies Countywide services,  
23 including but not limited to helicopter response. SHERIFF through this  
24 contract provides enhanced helicopter response services. The cost of  
25 enhanced helicopter response services is included in the cost of services  
26 set forth in Attachment C and in the Maximum Obligation of CITY set forth  
27 in Subsection G-2. COUNTY shall not charge any additional amounts for  
28 enhanced helicopter services after the cost of services set forth in

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

2 Attachment C and in the Maximum Obligation set forth in Subsection G-2  
3 has been established without written notification to the CITY.

4 **E. BODY WORN CAMERA AND IN CAR VIDEO:**

5 1. As part of the law enforcement services to be provided to CITY, COUNTY  
6 has provided, or will provide, body worn cameras (hereinafter called "BWC")  
7 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter  
8 called "ICV") that will be mounted in vehicles designated by SHERIFF for  
9 use within CITY service area.

10 2. SHERIFF has the exclusive right to use said BWC and ICV for law  
11 enforcement services related to this Agreement.

12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
13 BWC and the acquisition and installation of ICV, and b) recurring costs, as  
14 deemed necessary by COUNTY, including the costs of maintenance and  
15 contributions to a fund for replacement and upgrade of such BWC and ICV  
16 when they become functionally or technologically obsolete.

17 The costs to be paid by CITY for recurring costs, including maintenance and  
18 replacement/upgrade of BWC and ICV, are included in the costs set forth in  
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
20 G-2 of this Agreement unless CITY has already paid such costs.

21 4. If, following the initial acquisition of BWC and ICV referenced above, CITY  
22 requires BWC and ICV for additional SHERIFF'S personnel or vehicles  
23 designated for use in the CITY service area, COUNTY will purchase said  
24 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to  
25 COUNTY a) the full costs of acquisition of additional BWC and the full cost  
26 of acquisition and installation of additional ICV, and b) the full recurring costs  
27 for said BWC and ICV, as deemed necessary by COUNTY, including the  
28 costs of maintenance, and contributions to a fund for replacement and

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

2 upgrade of such BWC and ICV when they become functionally or  
3 technologically obsolete.

4 Said costs related to additional BWC and ICV are not included in, and are in  
5 addition to, the costs set forth in Attachment C and the Maximum Obligation  
6 of CITY set forth in Subsection G-2 of this Agreement.

- 7 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs  
8 of replacing/upgrading BWC and ICV shall be paid by COUNTY from the  
9 replacement/upgrade funds to be paid by CITY in accordance with the  
10 foregoing.

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

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

18 **G. PAYMENT:**

- 19 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
20 COUNTY the full costs of performing the services mutually agreed upon in  
21 this Agreement. The costs of services include salaries, wages, benefits,  
22 mileage, services, supplies, equipment, and divisional, departmental and  
23 COUNTY General overhead. Unless the level of service set forth in  
24 Attachment A is increased or decreased pursuant to mutual agreement of  
25 the parties, or CITY is required to pay for increases as set forth in  
26 Subsection G-4, the Maximum Obligation of CITY for services, other than  
27 Licensing Services, set forth in Attachment A of this Agreement, to be  
28 provided by the COUNTY for the period July 1, 2024 through June 30, 2025,

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

2 shall be \$21,360,473 as set forth in Attachment C.

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

8 3. COUNTY shall invoice CITY monthly. During the period July 1, 2024  
9 through June 30, 2025, said invoices will require payment by CITY of one-  
10 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection  
11 G-2 of this Agreement, as said Maximum Obligation may have been  
12 increased or decreased pursuant to mutual agreement of the parties. In  
13 addition, if a determination is made that increases described in Subsection  
14 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for  
15 such increases in its monthly invoices to CITY for the balance of the period  
16 between July 1, 2024 and June 30, 2025.

17 4a. At the time this Agreement is executed, there may be unresolved issues  
18 pertaining to potential changes in salaries and benefits for COUNTY  
19 employees. The costs of such potential changes are not included in the  
20 Fiscal Year 2024-25 cost set forth in Attachment C nor in the Fiscal Year  
21 2024-25 Maximum Obligation of CITY set forth in Subsection G-2 of this  
22 Agreement. If the changes result in the COUNTY incurring or becoming  
23 obligated to pay for increased costs for or on account of personnel whose  
24 costs are included in the calculations of costs charged to CITY hereunder,  
25 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
26 Subsection G-2 of this Agreement, the full costs of said increases to the  
27 extent such increases are attributable to work performed by such personnel  
28 after July 1, 2024, and CITY'S Maximum Obligation hereunder shall be

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

2 deemed to have increased accordingly. CITY shall COUNTY in full for such  
3 increases on a pro-rata basis over the portion of the period between July 1,  
4 2024 and June 30, 2025 remaining after COUNTY notifies CITY that  
5 increases are payable. If the changes result in the COUNTY incurring or  
6 becoming obligated to pay for decreased costs for or on account of  
7 personnel whose costs are included in the calculations of costs charged to  
8 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
9 the extent such decreases are attributable to work performed by such  
10 personnel during the period July 1, 2024 through June 30, 2025, and CITY's  
11 Maximum Obligation hereunder shall be deemed to have decreased  
12 accordingly. COUNTY shall reduce required payment by CITY in full for  
13 such decreases on a pro-rata basis over the portion of the period between  
14 July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that  
15 the Maximum Obligation has decreased.

16 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
17 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
18 service to be provided to CITY as set forth in Attachment A of this  
19 Agreement to a level that will make the Maximum Obligation of CITY  
20 hereunder for the period July 1, 2024 through June 30, 2025 an amount  
21 specified by CITY that is equivalent to or higher or lower than the Maximum  
22 Obligation set forth in Subsection G-2 for said period at the time this  
23 Agreement originally was executed. The purpose of such adjustment of  
24 service levels will be to give CITY the option of keeping its Maximum  
25 Obligation hereunder at the pre-increase level or at any other higher or  
26 lower level specified by CITY. In the event of such reduction in level of  
27 service and adjustment of costs, the parties shall execute an amendment to  
28 this Agreement so providing, pursuant to Subsection C-8. Decisions about

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

2 how to reduce the level of service provided to CITY shall be made by  
3 SHERIFF with the approval of CITY.

4 5. CITY shall pay COUNTY in accordance with COUNTY Board of  
5 Supervisors' approved County Billing Policy, Attachment D. Payments  
6 made electronically via a credit card or through a banking system that  
7 charges Merchant Fees, Service Fees, or any other Fees shall be the  
8 responsibility of the City. If the County is charged any of the before  
9 mentioned fees, the City shall be responsible for payment of these fees to  
10 the County.

11 6. COUNTY shall charge CITY late payment penalties in accordance with  
12 County Billing Policy.

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

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

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

2 9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

3 **H. NOTICES:**

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

8 **CITY:** ATTN: CITY MANAGER

9 100 Civic Center Drive

10 LAKE FOREST, CA 92630 – 8855

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

12 SHERIFF-CORONER DEPARTMENT

13 320 NORTH FLOWER STREET, SUITE 108

14 SANTA ANA, CA 92703

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

18 **I. STATUS OF COUNTY:**

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

28 //

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 This Agreement is comprised of this documents and Attachments A through G,  
12 which are attached hereto and incorporated herein by reference. This  
13 Agreement fully expresses all understanding of CITY and COUNTY with  
14 respect to the subject matter of this Agreement and shall constitute the total  
15 Agreement between the parties for these purposes. No addition to or alteration  
16 of the terms of this Agreement, unless expressly provided herein, shall be valid  
17 unless made in writing, formally approved and executed by duly authorized  
18 agents of both parties.

19 **L. INDEMNIFICATION:**

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



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

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

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

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

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

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

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

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

2 of this Agreement to substitute CITY's amended or new TVAP resolution for  
3 Attachment F to the Agreement, as long as said amendment to this  
4 Agreement does not materially change any other provision of this  
5 Agreement. As COUNTY updates its fees for the Program periodically  
6 COUNTY will provide written notice to CITY of the updated fees. CITY'S  
7 participation in the Program will terminate if CITY determines not to adopt  
8 the updated fees for the Program.

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

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

- 13 • Ten one hundredths of one (0.10) Sergeant

14 (8 hours per two-week pay period)

- 15 • One (1) Staff Specialist

16 (80 hours per two-week pay period)

- 17 • One (1) Office Specialist

18 (80 hours per two-week pay period)

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

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

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

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

23 **N. MOBILE DATA COMPUTERS:**

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

28 //

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

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

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

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

26 //

27 //

28 //

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

- 2 4. COUNTY will replace and/or upgrade MDCs as needed. The costs of  
3 replacing/upgrading MDCs shall be paid by COUNTY from the  
4 replacement/upgrade funds to be paid by CITY in accordance with the  
5 foregoing.

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

- 7 1. As part of the law enforcement services to be provided to CITY, COUNTY  
8 has provided, or will provide, E-Citation units designated by COUNTY for  
9 use within CITY limits.
- 10 2. SHERIFF has the exclusive right to use said E-Citation units for law  
11 enforcement services related to this Agreement.
- 12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
13 E-Citation units that are assigned to CITY, and b) recurring costs, 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.

17 The costs to be paid by CITY for recurring costs, including maintenance and  
18 replacement/upgrade of E-Citation units, are included in the costs set forth  
19 in Attachment C and the Maximum Obligation of CITY set forth in  
20 Subsection G-2 of this Agreement unless CITY has already paid such costs.

- 21 4. If, following the initial acquisition of E-Citation units referenced above, CITY  
22 requires additional E-Citation units designated for use in CITY, COUNTY  
23 will purchase said additional E-Citation units. Upon demand by COUNTY,  
24 CITY will pay to COUNTY a) the full costs of acquisition of said additional  
25 E-Citation units, and b) the full recurring costs for said E-Citation units, 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. Said costs

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

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

- 5 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs  
6 of replacing/upgrading E-Citation units shall be paid by COUNTY from the  
7 replacement/upgrade funds to be paid by CITY in accordance with the  
8 foregoing.

9 **P. Equipment:**

- 10 1. As part of the law enforcement services to be provided to CITY, COUNTY  
11 shall purchase motorcycles and radios that meet certain law enforcement  
12 standards as determined by the COUNTY (hereinafter "Equipment").
- 13 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
14 Equipment, b) recurring costs, c) the costs of maintenance, and d)  
15 replacement and upgrade of such Equipment when they become  
16 functionally or technologically obsolete, as deemed necessary by COUNTY.  
17 The costs to be paid by CITY are included in the costs set forth in  
18 Attachment A and the Maximum Obligation of CITY set forth in Subsection  
19 G-2 of this Agreement.
- 20 3. The Equipment purchased by the COUNTY for services to the CITY shall be  
21 the property of the County.
- 22 4. Radios and motorcycles previously purchased by the CITY for COUNTY  
23 law enforcement services to the CITY shall be the property of the CITY.  
24 Notwithstanding Section L of this Agreement, COUNTY shall be  
25 responsible to CITY for any damage to CITY radios and motorcycles  
26 caused by COUNTY's act or omission.

27 //

28 //

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

DATED: 5.21.24

ATTEST: [Signature]  
City Clerk

CITY OF LAKE FOREST  
BY: [Signature]  
Mayor

APPROVED AS TO FORM:

BY: [Signature]  
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

DocuSigned by:  
Annie Lo  
BY: \_\_\_\_\_  
B7726751D1E947E...  
Deputy

DATED: 5/17/2024



**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF LAKE FOREST  
"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	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		3.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES:</b>			
Deputy Sheriff II -Patrol	Patrol	31.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
<b>ADDITIONAL SERVICES:</b>			
Crime Prevention Specialist	Crime Prevention	1.00	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	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	1.00	80 hrs./ per two wk. pay period
Office Specialist	Support Services	1.00	80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>53.00</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	11.82%
Investigator	Traffic	1.00	11.82%
Deputy Sheriff II	Traffic	3.00	11.82%
Investigative Assistant	Traffic	2.00	11.82%
Office Specialist	Traffic	1.00	11.82%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	11.28%
Investigator	Auto Theft	2.00	11.28%
Investigative Assistant	Auto Theft	1.00	11.28%
Office Specialist	Auto Theft	1.00	11.28%
<b>DET:</b>			
Sergeant	DET	1.00	9.04%
Investigator	DET	1.00	9.04%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	49.34%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	7.55%
<b>TOTAL</b>		<b>16.90</b>	

**ATTACHMENT B****CITY OF LAKE FOREST****LICENSING****ADULT ORIENTED BUSINESS****ADULT ORIENTED LIVE ENTERTAINMENT****BINGO GAME****BINGO OFFICIAL****CANVASSER/SOLICITOR****DANCE INSTRUCTOR (NUDE)****DANCE STUDIO (NUDE)****ESCORT****ESCORT BUREAU****FIGURE MODEL (NUDE)****FIGURE MODEL STUDIO (NUDE)****GUN DEALER****INTERLOCUTRIX (NUDE)****INTRODUCTORY SERVICE****JUNK COLLECTOR****JUNK DEALER****MASSAGE PARLOR (Includes FBI Fees)****MASSAGIST (Includes FBI Fees)****PEDDLER****POOL ROOM****PUBLIC DANCE****RAP SESSION (NUDE)****SECONDHAND DEALER (Pawnbroker)****TAXICAB STAND**

**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF LAKE FOREST**

**"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	\$ 508,719	\$ 508,719
<b>SUPERVISION:</b>				
Sergeant	Administrative	1.00	\$ 403,279	\$ 403,279
Sergeant	Patrol	4.00	\$ 403,279	\$ 1,613,116
<b>INVESTIGATION SERVICES:</b>				
Investigator		3.00	\$ 401,948	\$ 1,205,844
Investigative Assistant		1.00	\$ 221,440	\$ 221,440
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	31.00	\$ 328,965	\$ 10,197,915
Deputy Sheriff II -Motor	Traffic	2.00	\$ 339,723	\$ 679,446
<b>ADDITIONAL SERVICES:</b>				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 122,732	\$ 122,732
Community Services Officer	Parking Control	4.00	\$ 146,726	\$ 586,904
Deputy Sheriff II	Community Support	2.00	\$ 328,965	\$ 657,930
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 328,965	\$ 328,965
Deputy Sheriff II	Homeless Liaison Officer	1.00	\$ 328,965	\$ 328,965
Office Specialist	Support Services	1.00	\$ 116,186	\$ 116,186
<b>TOTAL POSITIONS</b>		<b>53.00</b>		<b>\$ 16,971,441</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	11.82%	\$ 34,448
Investigator	Traffic	1.00	11.82%	\$ 41,581
Deputy Sheriff II	Traffic	3.00	11.82%	\$ 144,730
Investigative Assistant	Traffic	2.00	11.82%	\$ 40,978
Office Specialist	Traffic	1.00	11.82%	\$ 15,476
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	11.28%	\$ 16,431
Investigator	Auto Theft	2.00	11.28%	\$ 86,841
Investigative Assistant	Auto Theft	1.00	11.28%	\$ 19,461
Office Specialist	Auto Theft	1.00	11.28%	\$ 14,831
<b>DET:</b>				
Sergeant	DET	1.00	9.04%	\$ 45,798
Investigator	DET	1.00	9.04%	\$ 40,860
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	49.34%	\$ 168,111
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 33,838
<b>TOTAL REGIONAL/SHARED</b>		<b>16.90</b>		<b>\$ 703,384</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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for six (6) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-three (33) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay, on call, and transportation charges.

**CREDITS:**

Credits include: AB 109 (2011 Public Safety Realignment), estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and reimbursement for restitution.

**TOTAL OTHER CHARGES AND CREDITS** **\$ 3,685,648**

**TOTAL COST OF SERVICES (Subsection G-2)** **\$ 21,360,473**

## 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. 2021-11****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST, CALIFORNIA, ESTABLISHING UPDATED FEES AND CHARGES FOR VARIOUS MUNICIPAL SERVICES**

**WHEREAS**, under the police power granted by Article XI, Section 7 of the California Constitution, cities may impose fees, charges and rates for certain municipal services; and

**WHEREAS**, it is the intention of the City Council that these fees, charges, and deposits shall cover up to, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged; and

**WHEREAS**, based upon the evidence provided, the City Council hereby determines the fees established in Exhibit "A", attached hereto and incorporated herein reasonably cover, but do not exceed, the reasonable cost of providing the service for which the fee is charged; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE FOREST, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:**

**SECTION 1.** The Recitals provided above are true and correct and are hereby incorporated into this Resolution.

**SECTION 2.** The schedule of fees attached to this Resolution as Exhibit "A", which is incorporated herein by reference, is hereby approved and adopted. Pursuant to Lake Forest Municipal Code Section 3.03.030, a supermajority, or four-fifths of the City Council have approved the adoption, establishment, or increase of fees provided in Exhibit "A". Upon adoption of this Resolution, development related fee changes shall take effect on August 16, 2021, and all other fees or fines adopted shall take effect on July 1, 2021.

**SECTION 3.** The updated fees shall be incorporated into the City's existing Master Fee Schedule. Incorporating these fees into the fee schedule will allow for the fees to be considered with future comprehensive user and regulatory fee updates. The City's existing master fee schedule is amended as expressly provided by this resolution but shall otherwise remain in effect.

**SECTION 4.** The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Lake Forest City Hall, 100 Civic Center Drive, Lake Forest, California 92630. The City Clerk is the custodian of the record of proceedings.

**SECTION 5.** The City Clerk shall attest as to the adoption and execution of this Resolution and cause the same to be maintained in the permanent records of the City.


**PASSED, APPROVED AND ADOPTED** this 15th day of June 2021.

  
\_\_\_\_\_  
SCOTT VOIGTS  
MAYOR

ATTEST:

  
\_\_\_\_\_  
LISA BERGLUND  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MATTHEW E. RICHARDSON  
CITY ATTORNEY

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) SS  
CITY OF LAKE FOREST )

I, Lisa Berglund, City Clerk of the City of Lake Forest, California, do hereby certify that the foregoing Resolution No. 2021-11 was duly passed and adopted by the City of Lake Forest, at a regular meeting held on the 15<sup>th</sup> day of June 2021 by the following vote, to wit:

AYES: COUNCIL MEMBERS: CIRBO, MOATAZEDI, TETTEMER,  
PEQUEÑO  
NOES: COUNCIL MEMBERS:  
ABSENT: COUNCIL MEMBERS: VOIGTS  
ABSTAIN: COUNCIL MEMBERS:

Lisa Berglund  
LISA BERGLUND  
CITY CLERK

## City of Lake Forest PLANNING FEES

Activity Description	Fee	Charge Basis	Note
1 Accessory Dwelling Unit (ADU) Permits	\$500	Fixed Fee	
2 Donation Collection Box (DCB) Permit			
a) Permit Application	\$286	Fixed Fee	
b) Permit Renewal	\$143	Fixed Fee	
3 Appeal			
a) Appeal to Planning Commission	\$1,500 Base Fee, plus \$5,000 deposit to cover attorney and consultant costs	Fixed Fee, plus pass-through	[a]
b) Appeal to City Council	\$1,500 Base Fee, plus \$5,000 deposit to cover attorney and consultant costs	Fixed Fee, plus pass-through	[a]
4 Wireless Communication Facilities Permit	\$715	Fixed Fee	
5 Site Development Permit			
a) Administrative Review	\$2,500	Deposit	[b]
b) Planning Commission Review	\$5,000	Deposit	[b]
c) Not Exempt from CEQA	\$10,000	Deposit	[b]
6 Use Permit			
a) Minor	\$2,500	Deposit	
b) Major	\$5,000	Deposit	
c) Not Exempt from CEQA	\$10,000	Deposit	
7 Review of By-Right Multi-family Residential Project	\$2,500	Deposit	[c]

[a] City fee for in-house support will be fixed at \$1,500 (partial cost recovery). City will pass-through all eligible contract service support costs (e.g. contract Planning, City Attorney, etc.).

[b] As determined by the Director of Development Services.

[c] Requires review of Objective Design Standards, Affordability Covenant, Applicable State Codes/Laws.

## City of Lake Forest

### PUBLIC WORKS FEES

Activity Description	Fee	Charge Basis	Note
1 Retroactive Permit for Front Yard Improvements In City Right-of-Way (behind sidewalk)	\$0 (No Charge)	No charge	[a]
2 Parking Permit			
a) Resident Parking Permit	\$20	per year	[b]
b) Oversized Commercial Vehicle Parking Permit	\$40	per year	
c) Recreational Vehicle Parking Permit	\$0 (No Charge)	no charge	
d) Commercial Passenger Van (e.g. Sprinter Van) Parking	\$0 (No Charge)	no charge	
e) Guest Parking (Online)	\$0 (No Charge)	no charge	

[a] Occasionally the City has reserved a 2 or 3 foot City easement for utilities or other purposes behind the sidewalk (in front yard) but typically the easement is rarely used.

[b] Fee amount represents 50% of City permit processing costs.

# City of Lake Forest

## CITY CLERK FEES

Activity Description	Fee	Charge Basis	Note
1 Appeal of Citation/Fine Issued for Water Quality Offense	\$500, plus \$2,500 deposit to cover attorney and consultant costs	Fixed Fee, plus pass-through	[a]

[a] City fee for in-house support will be fixed at \$500 (partial cost recovery). City will pass-through all eligible contract service support costs (e.g. City Attorney, etc.).

# City of Lake Forest RECREATION FEES

#	Description	Non-Profit Organization / Lake Forest Resident	Non-Resident / Commercial	User Group Fee
1	Open Gym Daily Program Fee	\$5 Daily	\$10 Daily	n/a
2	Open Gym Yearly Program fee	\$120 Yearly Pass	\$240 Yearly Pass	n/a
3	Park/Gazebo Reservations for Groups of 50 or Less			n/a
	a) Baker Ranch and Sports Park	\$100 Per Rental	\$200 Per Rental	n/a
	b) All Others	\$50 Per Rental	\$150 Per Rental	n/a
4	Special Event Park Permit for Groups of 51 - 250 People	\$250 per rental, plus \$500 cleaning deposit	\$500 per rental, plus \$500 cleaning deposit	n/a
5	Special Event Park Permit for Groups of More than 250 People (Commons - Sports Park)	\$500 per rental, plus \$1,000 cleaning deposit	\$1,000 per rental, plus \$1,000 cleaning deposit	n/a
6	Film Fee	TBD - Based on Director Approval and Project Type	TBD - Based on Director Approval and Project Type	n/a

## City of Lake Forest

### SPORTS PARK ROOM RENTAL FEES

Sports Park Room Rental Fees (Per Hour)								
#	Classification	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
1	Small Meeting Room	No Charge	No Charge	\$25	\$30	\$45	\$50	\$60
2	Large Meeting Room	No Charge	No Charge	\$45	\$60	\$75	\$100	\$120
3	Cleaning Fee (Flat Fee)	No Charge	\$300 (refundable)	\$30	\$30	\$30	\$30	\$30
4	Room Rental Cancellation Charge for Cancellations within Four Working Days	No Charge	\$15	\$25	\$25	\$25	\$25	\$25

Overview of User Groups	
1	<b>Group 1: City Sponsored or Co-Sponsored</b> - All City of Lake Forest initiated, conducted, or co-sponsored activities and agencies with a reciprocal use agreement and governmental agencies servicing Lake Forest residents.
2	<b>Group 2: Resident Non-Profit Organization</b> - Resident non-profit organizations conducting social, cultural, educational, or recreational activities are considered in this group.
3	<b>Group 3: Resident Private Party</b> - Residents requesting use for a private party.
4	<b>Group 4: Non-Resident Non-Profit Organization</b> - Resident non-profit organizations conducting social, cultural, educational, or recreational activities are considered in this group.
5	<b>Group 5: Non-Resident Private Party</b> - Residents requesting use for a private party.
6	<b>Group 6: Commercial entities or organizations located in Lake Forest</b>
7	<b>Group 7: Commercial entities or organizations not located in Lake Forest</b>

Additional Rental Fees (Per Use)		
#	Description	Fee
1	LCD Projector	\$100
2	TV/DVD	\$25
3	Podium	No Charge
4	Coffee Makers (each)	\$10

\* Reservation cancellation fees and cleaning fees apply. See Facility Use Policy.



# City of Lake Forest

## VEHICLE IMPOUND/RELEASE AND POLICE/SHERIFF FALSE ALARM RESPONSE FEE

Activity Description	Fee	Charge Basis	Note
1 Removal, Impound, Storage or Release of Vehicles			
a) Due to driving without a license or with a suspended or revoked license	\$144	each	
b) Pursuant to other specific Vehicle Code violations	\$144	each	
2 Responding to False Alarm Fee (Businesses and Residents)			
a) First and Second Response	\$0 (No Charge)	each	
b) Third and Subsequent Responses	\$141	each	

\* These fees are intended to mirror fees authorized by the Orange County Sheriff's Department (OCSD). OCSD provides police services to the City of Lake Forest, under contract. If OCSD updates fees subsequent to the adoption of this schedule, this schedule shall be presumed to reflect updated amounts. In the case of discrepancies, fee amounts authorized by OCSD shall supersede the amounts listed above.

**City of Lake Forest**  
**PARKING PENALTY BAIL SCHEDULE**

Code	Violation Description	Amount	Reminder Notice Mailed	Penalty Amount Due if	
				Payment is More than 15 Days After Reminder Notice	Payment is More than 30 Days After Reminder Notice
4000(a)(1)	REGISTRATION NOT CURRENT	\$60.00	+22 days	\$35.00	\$45.00
12.16.040(B)	PARKED FOR OVER 72-HOURS	\$50.00	+22 days	\$35.00	\$45.00
12.16.040(C)	RV IN BUSINESS & INDUSTRIAL ZONE	\$50.00	+22 days	\$35.00	\$45.00
12.16.040(D)	NO PARKING / NO STOPPING	\$50.00	+22 days	\$35.00	\$45.00
12.16.040(E)	INOPERATIVE VEHICLE	\$50.00	+22 days	\$35.00	\$45.00
12.16.040(F)	REPAIRING VEHICLE ON ROADWAY	\$50.00	+22 days	\$35.00	\$45.00
12.16.040(G)	DETACHED TRAILER	\$50.00	+22 days	\$35.00	\$45.00
12.16.070(A)	OVERSIZED VEHICLE	\$50.00	+22 days	\$35.00	\$45.00
22500(a)	WITHIN AN INTERSECTION	\$50.00	+22 days	\$35.00	\$45.00
22500(b)	WITHIN A CROSSWALK	\$50.00	+22 days	\$35.00	\$45.00
22500(c)(1)	BLOCKING DRIVEWAY ACCESS	\$50.00	+22 days	\$35.00	\$45.00
22500(f)	BLOCKING SIDEWALK ACCESS	\$50.00	+22 days	\$35.00	\$45.00
22500(h)	DOUBLE PARKED	\$50.00	+22 days	\$35.00	\$45.00
22500(k)	PARKED ON BRIDGE	\$50.00	+22 days	\$35.00	\$45.00
22500(l)	BLOCKING WHEELCHAIR ACCESS RAMP	\$300.00	+22 days	\$35.00	\$45.00
22500(m)	PARKED IN PUBLIC TRANSIT BUS STOP	\$50.00	+22 days	\$35.00	\$45.00
22500.1	MARKED FIRE LANE	\$50.00	+22 days	\$35.00	\$45.00
22502(a)	PKG-18" FROM CURB/ WRONG WAY	\$50.00	+22 days	\$35.00	\$45.00
22507.8(a)	DISABLED - NO VISIBLE PLACARD	\$300.00	+22 days	\$35.00	\$45.00
22507.8(b)	DISABLED - BLOCKING ACCESS	\$300.00	+22 days	\$35.00	\$45.00
22507.8(c)(1)	DISABLED - BOUNDARY LINES	\$300.00	+22 days	\$35.00	\$45.00
22507.8(c)(2)	DISABLED - CROSSED SECTION	\$300.00	+22 days	\$35.00	\$45.00
22514	FIRE HYDRANT - WITHIN 15 FEET	\$50.00	+22 days	\$35.00	\$45.00
22515(a)	UNATTENDED VEHICLE LEFT RUNNING	\$50.00	+22 days	\$35.00	\$45.00
22515(b)	UNATTENDED VEHICLE WITHOUT BLOCKS	\$50.00	+22 days	\$35.00	\$45.00
22523(a)	ABANDONED VEHICLE	\$125.00	+22 days	\$35.00	\$45.00
5200(a)	NO LICENSE PLATE	\$50.00	+22 days	\$35.00	\$45.00
5200(b)	NO LICENSE PLATE - 1 ISSUED	\$50.00	+22 days	\$35.00	\$45.00
5201(a)	LICENSE PLATE IMPROPERLY MOUNTED/SECURED	\$50.00	+22 days	\$35.00	\$45.00
5201(c)	LICENSE PLATE COVERED	\$50.00	+22 days	\$35.00	\$45.00
5202(a)	LICENSE PLATES NO LONGER VALID	\$50.00	+22 days	\$35.00	\$45.00
5204(a)	MISSING LICENSE TAB	\$50.00	+22 days	\$35.00	\$45.00
28071	MISSING BUMPER	\$50.00	+22 days	\$35.00	\$45.00
21113A	PARKED ON PUBLIC GROUNDS	\$50.00	+22 days	\$35.00	\$45.00

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

Attachment A

<b>REQUEST</b>	<b>CONTRACT CITY</b>		
	Participating City Request to Purchase From the TVA in FY		Date
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>
	<u>ESTIMATED COST</u>		
<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>		
	<p><b>Recommended For Approval</b></p> <p>CITY POLICE SERVICES CHIEF</p> <p>MANAGER – TVA PROGRAM</p>		

OCSD  
BUDGET  
USE ONLY

ATTACHMENT G