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

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

**WITNESSETH:**

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

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

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

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**A. TERM:**

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

**B. OPTIONAL TERMINATION OR EXTENSION:**

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

**C. REGULAR SERVICES BY COUNTY:**

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

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

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

2 level greater than that specified in Attachment A of this Agreement.

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

- 17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and  
18 CITY Manager, on behalf of CITY, are authorized to execute written  
19 amendments to this Agreement to increase or decrease the level of service  
20 set forth in Attachment A, when SHERIFF and CITY Manager mutually  
21 agree that such increase or decrease in the level of service is appropriate.  
22 Any such amendment to the Agreement shall concomitantly increase or  
23 decrease the cost of services payable by CITY set forth in Attachment C,  
24 and the Maximum Obligation of CITY set forth in Subsection G-2, in  
25 accordance with the current year's COUNTY law enforcement cost study.  
26 SHERIFF and CITY Manager shall file copies of any such amendments to  
27 this Agreement with the Clerk of COUNTY's Board of Supervisors and  
28 CITY's Clerk. Except for costs related to Sections G-4a and G-4b, changes

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

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

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

13 9. SHERIFF shall consider input from the CITY Manager regarding the  
14 selection and assignment of a Captain to provide services to CITY.

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

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

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

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

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

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

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

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

2 5. In accordance with Government Code Section 51350, COUNTY has  
3 adopted Board Resolution 89-1160 which identifies Countywide services,  
4 including but not limited to helicopter response. SHERIFF through this  
5 contract provides enhanced helicopter response services. The cost of  
6 enhanced helicopter response services is included in the cost of services  
7 set forth in Attachment C and in the Maximum Obligation of CITY set forth in  
8 Subsection G-2. COUNTY shall not charge any additional amounts for  
9 enhanced helicopter services after the cost of services set forth in  
10 Attachment C and in the Maximum Obligation set forth in Subsection G-2  
11 has been established without written notification to the CITY.

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

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

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

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

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

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

- 4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF'S personnel or vehicles designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
- 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade BWC and ICV.

**F. LICENSING SERVICES BY CITY:**

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

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**G. PAYMENT:**

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by COUNTY for the period July 1, 2024 through June 30, 2025 shall be \$3,382,177 as set forth in Attachment C. The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.
3. COUNTY shall invoice CITY monthly. During the period of July 1, 2024 through June 30, 2025, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. In addition, if a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2024 and June 30, 2025.

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

2 4a. At the time this Agreement is executed, there may be unresolved issues  
3 pertaining to potential changes in salaries and benefits for COUNTY  
4 employees. The costs of such potential changes are not included in the  
5 Fiscal Year 2024-25 cost set forth in Attachment C nor in the Fiscal Year  
6 2024-25 Maximum Obligation of CITY set forth in Subsection G-2 of this  
7 Agreement. If the changes result in the COUNTY incurring or becoming  
8 obligated to pay for increased costs for or on account of personnel whose  
9 costs are included in the calculations of costs charged to CITY hereunder,  
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
11 Subsection G-2 of this Agreement, the full costs of said increases to the  
12 extent such increases are attributable to work performed by such personnel  
13 after July 1, 2024, and CITY's Maximum Obligation hereunder shall be  
14 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
15 such increases on a pro-rata basis over the portion of the period between  
16 July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that  
17 increases are payable. If the changes result in the COUNTY incurring or  
18 becoming obligated to pay for decreased costs for or on account of  
19 personnel whose costs are included in the calculations of costs charged to  
20 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
21 the extent such decreases are attributable to work performed by such  
22 personnel during the period July 1, 2024 through June 30, 2025, and CITY's  
23 Maximum Obligation hereunder shall be deemed to have decreased  
24 accordingly. COUNTY shall reduce required payment by CITY in full for  
25 such decreases on a pro-rata basis over the portion of the period between  
26 July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that  
27 the Maximum Obligation has decreased.

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

2 4b.If CITY is required to pay for increases as set forth in Subsection G-4a  
3 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
4 service to be provided to CITY, as set forth in Attachment A of this  
5 Agreement to a level that will make the Maximum Obligation of CITY  
6 hereunder for the period July 1, 2024 through June 30, 2025 an amount  
7 specified by CITY that is equivalent to or higher or lower than the Maximum  
8 Obligation set forth in Subsection G-2 for said period at the time this  
9 Agreement originally was executed. The purpose of such adjustment of  
10 service levels will be to give CITY the option of keeping its Maximum  
11 Obligation hereunder at the pre-increase level or at any other higher or  
12 lower level specified by CITY. In the event of such reduction in level of  
13 service and adjustment of costs, the parties shall execute an amendment to  
14 this Agreement so providing, pursuant to Subsection C-8. Decisions about  
15 how to reduce the level of service provided to CITY shall be made by  
16 SHERIFF with the approval of CITY.

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

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

26 7. As payment for the Licensing Services described in Subsection C-7 of this  
27 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
28 pursuant to CITY ordinances listed in Attachment B. Retention of said fees

**G. PAYMENT:** (Continued)

by COUNTY shall constitute payment in full to COUNTY for costs incurred by COUNTY in performing the functions related to licensing described in Subsection C-7; provided, however, that if any of said fees are waived or reduced by CITY, CITY shall pay to COUNTY the difference between the amount of fees retained by COUNTY and the fees that were set forth in the ordinances listed in Attachment B at the time this Agreement was executed. If CITY increases the fee schedule for the licensing ordinances set forth in Attachment B, either party shall have the right to seek amendment of this Agreement with respect to the division of the increased fees between CITY and COUNTY.

8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
9. Narcotic asset forfeitures will be handled pursuant to Attachment E.

**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  
                                   24264 EL TORO ROAD  
                                   LAGUNA WOODS, CA 92653

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

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

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

5 **I. STATUS OF COUNTY:**

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

15 **J. STATE AUDIT:**

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

24 **K. ALTERATION OF TERMS:**

25 This Agreement is comprised of this document and Attachments A through G,  
26 which are attached hereto and incorporated herein by reference.

27 This Agreement fully expresses all understanding of CITY and COUNTY with  
28 respect to the subject matter of this Agreement and shall constitute the total

1 **K. ALTERATION OF TERMS:** (Continued)

2 Agreement between the parties for these purposes. No addition to, or  
3 alteration of, the terms of this Agreement, unless expressly provided herein,  
4 shall be valid unless made in writing, formally approved and executed by duly  
5 authorized agents of both parties.

6 **L. INDEMNIFICATION:**

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



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

2 or claim of any kind based or asserted upon such condition of public street,  
3 work, or property, or illegality or unconstitutionality of a municipal ordinance,  
4 or alleged acts or omissions. If judgment is entered against CITY and  
5 COUNTY by a court of competent jurisdiction because of the concurrent  
6 active negligence of either party, CITY and COUNTY agree that liability will  
7 be apportioned as determined by the court. Neither party shall request a  
8 jury apportionment.

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

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

- 22 1. COUNTY has established a Traffic Violator Apprehension Program [“the  
23 Program”], which is operated by SHERIFF, and is designed to reduce  
24 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
25 are suspended and to educate the public about the requirements of the  
26 Vehicle Code and related safety issues with regard to driver licensing,  
27 vehicle registration, vehicle operation, and vehicle parking. The Program  
28 operates throughout the unincorporated areas of the COUNTY and in the

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

2 cities that contract with COUNTY for SHERIFF's law enforcement services,  
3 without regard to jurisdictional boundaries, because an area-wide approach  
4 to reduction of traffic accidents and driver education is most effective in  
5 preventing traffic accidents. In order for CITY to participate in the Program,  
6 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the  
7 same amount as approved by COUNTY, as set forth in the resolution that is  
8 Attachment F [hereinafter called a "TVAP resolution"], and has directed that  
9 the revenue from such fee be used for the Program. CITY's participation in  
10 the Program may be terminated at any time by rescission or amendment of  
11 the TVAP resolution. In the event CITY 1) amends said TVAP resolution, or  
12 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining  
13 to the above-referenced fees and the Program, and 2) remains a participant  
14 in the Program thereafter, CITY's Manager, on behalf of CITY, and  
15 SHERIFF, on behalf of COUNTY, have authority to execute an amendment  
16 of this Agreement to substitute CITY's amended or new TVAP resolution for  
17 Attachment F to the Agreement, as long as said amendment to the  
18 Agreement does not materially change any other provision of the  
19 Agreement. As COUNTY updates its fees for the Program periodically,  
20 COUNTY will provide written notice to CITY of the updated fees. CITY'S  
21 participation in the Program will terminate if CITY determines not to adopt  
22 the updated fees for the Program.

- 23 2. COUNTY will make available for review, at the request of CITY, all financial  
24 data related to the Program as may be requested by CITY.
- 25 3. Fee revenue generated by COUNTY and participating cities will be used to  
26 fund the following positions, which will be assigned to the Program:
- 27 • Ten one hundredths of one (0.10) Sergeant
  - 28 (8 hours per two-week pay period)

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

- 2       • One (1) Staff Specialist  
3           (80 hours per two-week pay period)
- 4       • One (1) Office Specialist  
5           (80 hours per two-week pay period)

- 6 4. Fee revenue generated by CITY may be used to reimburse CITY for  
7 expenditures for equipment and/or supplies directly in support of the  
8 Program. In order for an expenditure for equipment and/or supplies to be  
9 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
10 approval of the expenditure by using the form as shown in Attachment G.  
11 The request shall be submitted within the budget schedule established by  
12 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
13 following conditions are satisfied: 1) there are sufficient Program funds,  
14 attributable to revenue generated by CITY's fee, to pay for the requested  
15 purchase, and 2) CITY will use the equipment and/or supplies, during their  
16 entire useful life, only for purposes authorized by its TVAP resolution in  
17 effect at the time of purchase. In the event that CITY terminates its  
18 participation in the Program, CITY agrees that the equipment purchased by  
19 CITY and reimbursed by Program funds will continue to be used, during the  
20 remainder of its useful life, exclusively for the purposes authorized by  
21 CITY's TVAP resolution in effect at the time of purchase.
- 22 5. In the event the fees adopted by COUNTY, CITY and other participating  
23 jurisdictions are not adequate to continue operation of the Program at the  
24 level at which it operated previously, COUNTY, at the option of CITY, will  
25 reduce the level of Program service to be provided to CITY or will continue  
26 to provide the existing level of Program services. COUNTY will charge CITY  
27 the cost of any Program operations that exceed the revenue generated by  
28 fees. Such charges shall be in addition to the Maximum Obligation of CITY

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

2 set forth in Subsection G-2 of this Agreement. The amount of any revenue  
3 shortfall charged to CITY will be determined, at the time the revenue  
4 shortfall is experienced, according to CITY's share of Program services  
5 rendered. In the event of a reduction in level of Program service,  
6 termination of Program service or adjustment of costs, the parties shall  
7 execute an amendment to this Agreement so providing. Decisions about  
8 how to reduce the level of Program service provided to CITY shall be made  
9 by SHERIFF with the approval of CITY.

10 **N. MOBILE DATA COMPUTERS:**

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

23 The costs to be paid by CITY for recurring costs, including maintenance and  
24 replacement/upgrade of MDCs, are included in the costs set forth in  
25 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
26 G-2 of this Agreement unless CITY has already paid such costs.

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

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

20 1. As part of the law enforcement services to be provided to CITY, COUNTY  
21 has provided, or will provide, E-Citation units designated by COUNTY for  
22 use within CITY limits.

23 2. SHERIFF has the exclusive right to use said E-Citation units for law  
24 enforcement services related to this Agreement.

25 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
26 E-Citation units that are assigned to CITY, and b) recurring costs, as  
27 deemed necessary by COUNTY, including the costs of maintenance and  
28 contributions to a fund for replacement and upgrade of such E-Citation units

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

2 when they become functionally or technologically obsolete.

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

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

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

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**P. EQUIPMENT:**

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

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

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

3  
4 ATTEST: *Yolie M*  
5           City Clerk

CITY OF LAGUNA WOODS

6 BY: *Neil Heston*  
7           Mayor

APPROVED AS TO FORM:

8 BY: *[Signature]*  
9           City Attorney

10 -----  
11 DATED: \_\_\_\_\_

12 COUNTY OF ORANGE

13  
14 BY: \_\_\_\_\_  
15           Chairman of the Board of Supervisors  
16           County of Orange, California

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

Attest:

20  
21 \_\_\_\_\_  
22 Robin Stieler  
23 Clerk of the Board  
24 County of Orange, California

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

25 BY: *Annie Lo*  
26           Deputy  
27           87726751D1E94FE1

28 DATED: 4/26/2024



**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA WOODS**

**"REGULAR SERVICES BY COUNTY"  
(Subsection C-3)**

## ATTACHMENT A

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>INVESTIGATION SERVICES:</b>			
Investigator		0.50	40 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Sergeant	Patrol/Traffic	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol/Traffic	0.34	27.20 hrs./per two wk. pay period
Deputy Sheriff II	Patrol/Traffic	6.00	each, 80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>7.84</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	2.68%
Investigator	Traffic	1.00	2.68%
Deputy Sheriff II	Traffic	3.00	2.68%
Investigative Assistant	Traffic	2.00	2.68%
Office Specialist	Traffic	1.00	2.68%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	0.78%
Investigator	Auto Theft	2.00	0.78%
Investigative Assistant	Auto Theft	1.00	0.78%
Office Specialist	Auto Theft	1.00	0.78%
<b>DIRECT ENFORCEMENT:</b>			
Sergeant	DET	1.00	0.00%
Investigator	DET	1.00	0.00%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	1.79%
<b>TOTAL</b>		<b>15.90</b>	

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**CITY OF LAGUNA WOODS  
LICENSING ORDINANCES**

**ATTACHMENT B**

- BINGO GAME
- BINGO OFFICIAL
- CANVASSER/SOLICITOR
- COIN DEALER
- COMMERCIAL FORTUNETELLER
- DANCE INSTRUCTOR (NUDE)
- DANCE STUDIO (NUDE)
- ESCORT
- ESCORT BUREAU
- FIGURE MODEL (NUDE)
- FIGURE MODEL STUDIO (NUDE)
- GUN DEALER
- INTERLOCUTRIX (NUDE)
- INTRODUCTORY SERVICE
- JUNK COLLECTOR
- JUNK DEALER
- MEDICAL MARIJUANA DISPENSARY
- PEDDLER
- POOL ROOM
- PUBLIC DANCE
- RAP SESSION (NUDE)
- SECONDHAND DEALER (Pawnbroker)
- TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF LAGUNA WOODS**

ATTACHMENT C

**"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>INVESTIGATION SERVICES:</b>				
Investigator		0.50	\$ 389,172	\$ 194,586
<b>PATROL AND TRAFFIC SERVICES:</b>				
Sergeant	Patrol/Traffic	1.00	\$ 406,172	\$ 406,172
Sergeant	Patrol/Traffic	0.34	\$ 138,098	\$ 138,098
Deputy Sheriff II	Traffic	6.00	\$ 332,862	\$ 1,997,169
<b>TOTAL POSITIONS</b>		<b>7.84</b>		<b>\$ 2,736,025</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	2.68%	\$ 7,816
Investigator	Traffic	1.00	2.68%	\$ 9,431
Deputy Sheriff II	Traffic	3.00	2.68%	\$ 32,832
Investigative Assistant	Traffic	2.00	2.68%	\$ 9,295
Office Specialist	Traffic	1.00	2.68%	\$ 3,510
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	0.78%	\$ 1,129
Investigator	Auto Theft	2.00	0.78%	\$ 5,966
Investigative Assistant	Auto Theft	1.00	0.78%	\$ 1,337
Office Specialist	Auto Theft	1.00	0.78%	\$ 1,020
<b>DIRECT ENFORCEMENT:</b>				
Sergeant	DET	1.00	0.00%	\$ -
Investigator	DET	1.00	0.00%	\$ -
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	1.79%	\$ 5,714
<b>TOTAL REGIONAL/SHARED</b>		<b>15.90</b>		<b>\$ 78,050</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; enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for five and thirty-four hundredths (5.34) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education pay, MARTpay and on-call pay; services and supplies; and transportation charges.

**CREDITS:**

*Credits include:* AB 109 (2011 Public Safety Realignment); estimated vacancy credits; reimbursement for false alarms; reimbursement for training and miscellaneous programs.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 568,102</b>
<b>TOTAL COST OF SERVICES (Subsection G-2)</b>	<b>\$ 3,382,177</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. 21-04**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA WOODS, CALIFORNIA, REPEALING RESOLUTION NO. 01-11; ADOPTING A MODIFIED ADMINISTRATIVE FEE TO RECOVER NO MORE THAN THE ORANGE COUNTY SHERIFF'S DEPARTMENT'S REASONABLE ADMINISTRATIVE COSTS RELATING TO THE REMOVAL, IMPOUND, STORAGE, OR RELEASE OF VEHICLES PROPERLY IMPOUNDED PURSUANT TO THE CALIFORNIA VEHICLE CODE ("TRAFFIC VIOLATOR APPREHENSION PROGRAM FEE"); AND, DETERMINING THAT THE FEE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

**WHEREAS**, pursuant to applicable California law, cities may charge rates or fees that are equal to or less than the reasonably anticipated costs of providing a service, conferring a benefit, granting a privilege, performing regulatory duties, enforcing laws, or as a condition of property development; and

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

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

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

**WHEREAS**, the Sheriff impounds numerous and various vehicles removed from highways, public property, or private property in the unincorporated areas of Orange County and in cities that contract for the Sheriff's law enforcement services during the normal course of duty; and

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

California Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to Section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over 72 hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22651 (u)	Acting as a car dealer without a license or temporary permit
22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of sections 2800.1 or 2800.2)
22655.5 (a)	Vehicle was used as the means of committing a public offense
22655.5 (b)	Vehicle is evidence of crime
22669	Abandoned vehicle

; and

**WHEREAS**, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that were applicable in the unincorporated areas of Orange County. The fees that were established by County of Orange Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

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

**WHEREAS**, on April 18, 2001, the City Council adopted Resolution No. 01-11, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County of Orange's fees as set forth in County of Orange Resolution No. 00-96; and

**WHEREAS**, the Orange County Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

**WHEREAS**, the Orange County Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

**WHEREAS**, the Orange County Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, impound, storage, and release of vehicles in accordance with the California Vehicle Code; and

**WHEREAS**, the City's existing Traffic Violator Apprehension Program fees differ based on whether a subject vehicle is licensed or unlicensed; and

**WHEREAS**, a cost study prepared in September 2020 by the Sheriff determined that due to technological advancements for determining the licensed status of drivers, the difference in fee based on whether a vehicle is licensed or unlicensed is no longer supported by the actual administrative costs relating to the removal, impound, storage, and release of a vehicle; and

**WHEREAS**, the September 2020 cost study prepared by the Sheriff also calculated the reasonable administrative costs relating to the removal, impound, storage, and release of a vehicle in the amount of \$144 per removal; and

**WHEREAS**, on November 17, 2020, the Orange County Board of Supervisors adopted Resolution No. 20-161, which updated the County of Orange's Traffic Violator Apprehension Program fees based on the September 2020 cost study prepared by the Sheriff and, in doing so, reviewed findings of compliance with Section 1(e)(2) of Article XIIC of the California Constitution; and

**WHEREAS**, consistent with the City's authority under California Vehicle Code Section 22850.5, the Sheriff has requested that the City modify its Traffic Violator Apprehension Program fees to match the County of Orange's updated fee; and

**WHEREAS**, the City Council desires to modify its Traffic Violator Apprehension fees to match the County of Orange's updated fee; and

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

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

- (a) The charges shall only be imposed on the registered owner or the agents of that owner and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and
- (b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- (c) The charges shall be in addition to any other charges authorized or imposed pursuant to [the California Vehicle Code]; and
- (d) No charge may be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner. In addition, the charge may be imposed only upon the person requesting that hearing or appeal.

; and

**WHEREAS**, it is unfair to impose the administrative fee authorized by California Vehicle Code Section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being driven, if the registered owner makes good faith attempts promptly to remove the vehicle from a location where it was not permitted; 2) when the vehicle was stolen; 3) When the vehicle was left by an ill or injured driver; and/or, 4) when it is demonstrated to the satisfaction of the Sheriff's designated personnel that neither the registered owner of

the vehicle nor his/her/their agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

**WHEREAS**, the City Council conducted a duly noticed public hearing at its regular meeting on February 17, 2021 regarding the proposed adoption of a modified Traffic Violator Apprehension Program Fee; and

**WHEREAS**, public noticing for the aforementioned public hearing included publication in the *Laguna Woods Globe*; and

**WHEREAS**, the existing and proposed Traffic Violator Apprehension Program fees, as well as the September 2020 cost study prepared by the Sheriff, were made available to the public at and from Laguna Woods City Hall beginning on February 1, 2021, and on the City's website beginning on February 10, 2021; and

**WHEREAS**, after consideration of the information provided by City staff, the attachments to the agenda report for the February 17, 2021 public hearing, the City's costs to participate in the Traffic Violator Apprehension Program, and all public comments and testimony received, the City Council finds that it is in the best interest of the City to adopt a modified Traffic Violator Apprehension Program fee.

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

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** After reviewing the entire project record, the City Council hereby determines and certifies that this action is not subject to the California Environmental Quality Act (Pub. Resources Code, Sec. 21000 et seq.) ("CEQA") pursuant to sections 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3. CEQA Guideline section 15378(b)(4) excludes "government funding mechanisms or other government fiscal activities" from its definition of "project" when they "do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," as is the case here. Even if this action were subject to CEQA, it would be categorically exempt under CEQA Guideline section 15273, which applies to the establishment, modification, structuring, restructuring,

or approval of rates, tolls, fares, or other charges by the City, when such charges are for the purpose of (1) meeting operating expenses, including employee wage rates and fringe benefits, and (2) purchasing or leasing supplies, equipment, or materials – as is the case with the Traffic Violator Apprehension Program Fee. Finally, this action is exempt from CEQA based on CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 3.** Upon the effective date of the Traffic Violator Apprehension Program Fee set forth in Section 4 of this resolution, all previous Traffic Violator Apprehension Program fees adopted by resolution of the City Council shall be repealed including, without limitation, Resolution No. 01-11.

**SECTION 4.** On February 18, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the California Vehicle Code listed below:

A fee of \$144 for each removal of a vehicle in accordance with or on account of violation of California Vehicle Code sections:

California Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to Section 13388
22651 (i) (1)	Multiple parking citations
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22651 (k)	Parking over 72 hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights

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

In adopting such fee, the City Council finds that the amount of the fee does not exceed the reasonable costs of providing the services for which the fee is charged.

; and

**SECTION 5.** The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

**SECTION 6.** The fee established herein shall only be imposed on the registered owner or the agent of the registered owner of the impounded vehicle, and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the California Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

**SECTION 7.** The fee established herein shall be collected only from the registered owner or an agent of the registered owner of the impounded vehicle, and shall be in addition to any other charges authorized or imposed pursuant to the California Vehicle Code.

**SECTION 8.** The fee established herein complies with California Vehicle Code Section 22850.5(b)(4) as the supporting September 2020 cost study prepared by the Sheriff did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

**SECTION 9.** The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the registered owner makes good faith attempts promptly to remove the vehicle from a location where it was not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; and/or,

(d) when it is demonstrated to the satisfaction of the Sheriff's designated personnel that neither the registered owner of the vehicle nor his/her/their agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle

**SECTION 10.** A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in this resolution above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the Sheriff's designated personnel. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Sheriff's designated personnel or his/her/their designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

**SECTION 11.** Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into the Traffic Violator Fund described herein. Proceeds from the Traffic Violator Fund shall be used in conformance with the County of Orange's restrictions for the same, as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

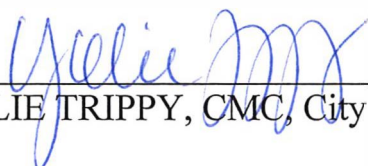
**SECTION 12.** Until further order of the City Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this resolution that remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

**SECTION 13.** The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 17<sup>th</sup> day of February 2021.

  
SHARI L. HORNE, Mayor

ATTEST:


  
YOLIE TRIPPY, CMC, City Clerk



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

I, YOLIE TRIPPY, City Clerk of the City of Laguna Woods, do HEREBY CERTIFY that the foregoing **Resolution No. 21-04** was duly adopted by the City Council of the City of Laguna Woods at a regular meeting thereof, held on the 17<sup>th</sup> day of February 2021, by the following vote:

AYES:       COUNCILMEMBERS: Conners, Hatch, Tao, Moore, Horne  
NOES:       COUNCILMEMBERS: -  
ABSENT:     COUNCILMEMBERS: -

  
\_\_\_\_\_  
YOLIE TRIPPY, 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>				
	<p><b>Recommended For Approval</b></p> <p>CITY POLICE SERVICES CHIEF</p>	<p>MANAGER – TVA PROGRAM</p>		

OCSD  
BUDGET  
USE ONLY