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

THIS AGREEMENT is entered into this First day of June 2023, which date is enumerated for purposes of reference only, by and between the CITY OF LAGUNA NIGUEL, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

WITNESSETH:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 2023 and terminate
3 June 30, 2024 unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2024 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2024 and June 30, 2025 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, 2024 and
17 August 31, 2024 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, 2023 through June 30, 2024. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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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
6 will 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, 2023 through June 30, 2024, is set forth in Attachment A.
- 9 4. For any service listed in Attachment A of 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 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
26 determines that the Captain is needed elsewhere, SHERIFF will notify
27 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

2 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. COUNTY or CITY, upon thirty (30) days' notice and mutual written
13 agreement, shall increase or decrease the service levels provided herein,
14 and the obligation of CITY to pay for services shall be concomitantly
15 adjusted. Except for costs related to Sections 4a and 4b, amendments to
16 this Agreement executed by SHERIFF and CITY Manager may not, in the
17 aggregate, increase or decrease the cost of services payable by CITY by
18 more than one percent (1%) of the total cost originally set forth in
19 Attachment C and the Maximum Obligation originally set forth in Subsection
20 G-2 for FY 2023-24.

21 Except for changes under Sections 4a and 4b, prior approval by COUNTY's
22 Board of Supervisors and CITY's Council is required before execution of
23 any amendment that brings the aggregate total of changes in costs payable
24 by CITY to more than one percent (1%) of the total cost originally set forth
25 in Attachment C and the Maximum Obligation originally set forth in
26 Subsection G-2 of this Agreement for FY 2023-24.

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

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

14 2. Supplemental services for occasional events operated by private individuals
15 and entities on non-CITY property. At the request of CITY, through its City
16 Manager, and within the limitations set forth in this Subsection D-2,
17 SHERIFF may provide supplemental law enforcement services to preserve
18 the peace at special events or occurrences that occur on an occasional
19 basis and are operated by private individuals or private entities on non-CITY
20 property. SHERIFF shall determine personnel and equipment needed for
21 such supplemental services, and will provide such supplemental services
22 only if SHERIFF is able to do so without reducing the normal and regular
23 ongoing services that SHERIFF otherwise would provide to CITY pursuant
24 to this Agreement. Such supplemental services shall be provided only by
25 regularly appointed full-time peace officers, at rates of pay governed by a
26 Memorandum of Understanding between COUNTY and the bargaining
27 unit(s) representing the peace officers providing the services. Such
28 supplemental services shall include only law enforcement duties and shall

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

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

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

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

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

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

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

25 1. As part of the law enforcement services to be provided to CITY, COUNTY
26 has provided, or will provide, body worn cameras (hereinafter called "BWC")
27 that will be worn by SHERIFF'S personnel and In Car Video (hereinafter
28 called "ICV") that will be mounted in vehicles designated by SHERIFF for

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

2 use within CITY service area.

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

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

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

15 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
16 requires BWC and ICV for additional SHERIFF'S personnel or vehicles
17 designated for use in the CITY service area, COUNTY will purchase said
18 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
19 COUNTY a) the full costs of acquisition of additional BWC and the full cost
20 of acquisition and installation of additional ICV, and b) the full recurring
21 costs for said BWC and ICV, as deemed necessary by COUNTY, including
22 the costs of maintenance, and contributions to a fund for replacement and
23 upgrade of such BWC and ICV when they become functionally or
24 technologically obsolete. Said costs related to additional BWC and ICV are
25 not included in, and are in addition to, the costs set forth in Attachment C
26 and the Maximum Obligation of CITY set forth in Subsection G-2 of this
27 Agreement.

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

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

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

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

14 **G. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
16 COUNTY the full costs of performing the services mutually agreed upon in
17 this Agreement. The costs of services include salaries, wages, benefits,
18 mileage, services, supplies, equipment, and divisional, departmental and
19 COUNTY General overhead.
- 20 2. Unless the level of service set forth in Attachment A is increased or
21 decreased pursuant to mutual agreement of the parties or decreased
22 pursuant to Subsection K-2, or CITY is required to pay for increases as set
23 forth in Subsection G-4, or the cost to COUNTY for providing the services
24 described herein decreases, the costs of services described in
25 Attachment A of this Agreement, other than Licensing Services, to be
26 provided by the COUNTY for the period July 1, 2023 through June 30, 2024
27 and the Maximum Obligation of CITY, shall be \$16,553,363 as set forth in
28 Attachment C.

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

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

7 3. COUNTY shall invoice CITY monthly. During the period July 1, 2023
8 through June 30, 2024, said invoices will require payment by CITY of one-
9 twelfth (1/12) of the Maximum Obligation of CITY set forth in
10 Subsection G-2 of this Agreement, as said Maximum Obligation may have
11 been decreased pursuant to Subsection K-2 or increased or decreased
12 pursuant to mutual agreement of the parties. In addition, if a determination
13 is made that increases described in Subsection G-4 must be paid,
14 COUNTY thereafter shall include the pro-rata charges for such increases in
15 its monthly invoices to CITY for the balance of the period between
16 July 1, 2023 and June 30, 2024.

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 2023-24 cost set forth in Attachment C nor in the Fiscal Year
21 2023-24 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, 2023, and CITY's Maximum Obligation hereunder shall be

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

2 deemed to have increased accordingly. CITY shall pay COUNTY in full for
3 such increases on a pro-rata basis over the portion of the period between
4 July 1, 2023 and June 30, 2024 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, 2023 through June 30, 2024, and
11 CITY's 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, 2023 and June 30, 2024 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, 2023 through June 30, 2024 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. Decisions about how to reduce the level of

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

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

4 5. CITY shall pay COUNTY in accordance with COUNTY Board of
5 Supervisors' approved County Billing Policy, Attachment D.

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

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

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

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

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H. NOTICES:

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

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

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

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

I. STATUS OF COUNTY:

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

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1 **J. STATE AUDIT:**

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

10 **K. ALTERATION OF TERMS:**

- 11 1. This Agreement is comprised of this document and Attachments A through
12 G, which are attached hereto and incorporated herein by reference.
- 13 2. This Agreement fully expresses all understanding of CITY and COUNTY
14 with respect to the subject matter of this Agreement and shall constitute the
15 total Agreement between the parties for these purposes. No addition to, or
16 alteration of, the terms of this Agreement, unless expressly provided herein,
17 shall be valid unless made in writing, formally approved and executed by
18 duly authorized agents of both parties.
- 19 3. CITY may unilaterally eliminate or reduce the level of certain services to be
20 provided by the COUNTY as set forth in Attachment A of this Agreement.
21 The services that CITY may unilaterally eliminate or reduce are the
22 following:
- 23 • Parking Control – four (4) Community Service Officers
- 24 In order to eliminate or reduce some or all of these services, CITY shall
25 provide COUNTY with written notice of the elimination or reduction ninety
26 (90) days in advance of the effective date of the elimination or reduction in
27 services. At the expiration of the 90-day notice period, COUNTY shall
28 cease providing the services indicated in the notice and CITY shall no

1 **K. ALTERATIONS ON TERMS:** (Continued)

2 longer be obligated to pay for those services.

3 **L. INDEMNIFICATION:**

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

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

2 and COUNTY by a court of competent jurisdiction because of the
3 concurrent active negligence of either party, CITY and COUNTY agree that
4 liability will be apportioned as determined by the court. Neither party shall
5 request a jury apportionment.

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

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

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

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

2 preventing traffic accidents. In order for CITY to participate in the Program,
3 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
4 same amount as approved by COUNTY, as set forth in the resolution
5 Attachment F [hereinafter called a "TVAP resolution"], and has directed that
6 the revenue from such fee be used for the Program. CITY's participation in
7 the Program may be terminated at any time by rescission or amendment of
8 the TVAP resolution. In the event CITY 1) amends said TVAP resolution, or
9 rescinds said TVAP resolution and adopts a new TVAP resolution
10 pertaining to the above-referenced fees and the Program, and 2) remains a
11 participant in the Program thereafter, CITY's Manager, on behalf of CITY,
12 and SHERIFF, on behalf of COUNTY, have authority to execute an
13 amendment of this Agreement to substitute CITY's amended or new TVAP
14 resolution for Attachment F hereto, as long as said amendment to this
15 Agreement does not materially change any other provision of this
16 Agreement. As COUNTY updates its fees for the Program periodically,
17 COUNTY will provide written notice to CITY of the updated fees. CITY'S
18 participation in the Program will terminate if CITY determines not to adopt
19 the updated fees for the Program.

- 20 2. COUNTY will make available for review, at the request of CITY, all financial
21 data related to the Program as may be requested by CITY.
- 22 3. Fee revenue generated by COUNTY and participating cities will be used to
23 fund the following positions, which will be assigned to the Program:
- 24 • Ten one hundredths of one (0.10) Sergeant
25 (8 hours per two-week pay period)
 - 26 • One (1) Staff Specialist
27 (80 hours per two-week pay period)
 - 28 • One (1) Office Specialist

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

2 (80 hours per two-week pay period)

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

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

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

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

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

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

9 **N. MOBILE DATA COMPUTERS:**

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

22 The costs to be paid by CITY for recurring costs, including maintenance
23 and replacement/upgrade of MDCs, are included in the costs set forth in
24 Attachment C and the Maximum Obligation of CITY set forth in Subsection
25 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 or motorcycles designated for use in the
4 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
5 said additional MDCs. Upon demand by COUNTY, CITY will pay to
6 COUNTY a) the full costs of acquisition and installation of said additional
7 MDCs, and b) the full recurring costs for said MDCs, as deemed necessary
8 by COUNTY, including the costs of maintenance, and contributions to a
9 fund for replacement and upgrade of such MDCs when they become
10 functionally or technologically obsolete. Said costs related to additional
11 MDCs are not included in, and are in addition to, the costs set forth in
12 Attachment C and the Maximum Obligation of CITY set forth in
13 Subsection G-2 of this Agreement.
- 14 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
15 replacing/upgrading MDCs shall be paid by COUNTY from the
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
4 and replacement/upgrade of E-Citation units, are included in the costs set
5 forth 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
7 costs.

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

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

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

DATED: _____

CITY OF LAGUNA NIGUEL

ATTEST: _____
City Clerk

BY: _____
City Manager

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors
County of Orange, California

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

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: **Annie Loo** Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou,
email=annie.loo@coco.ocgov.com, c=US
Date: 2023.05.01 13:02:39 -07'00'
Deputy

DATED: 5/1/23

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

ATTACHMENT A

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Patrol	5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	25.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	5.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist	Crime Prevention	2.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Support	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II (shared)	School Resource Officer	0.35	28 hrs./ per two wk. pay period
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	80 hrs./ per two wk. pay period
Office Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		47.35	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	9.37%
Deputy Sheriff II	Traffic	4.00	9.37%
Investigative Assistant	Traffic	2.00	9.37%
Office Specialist	Traffic	1.00	9.37%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	6.50%
Investigator	Auto Theft	2.00	6.50%
Investigative Assistant	Auto Theft	1.00	6.50%
Office Specialist	Auto Theft	1.00	6.50%
DET:			
Sergeant	DET	1.00	10.25%
Investigator	DET	1.00	10.25%
COURTS:			
Investigative Assistant	Courts	2.00	18.67%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	18.87%
TOTAL		16.90	

ATTACHMENT B

CITY OF LAGUNA NIGUEL

ORDINANCE NO. 89-1

LICENSING

BINGO GAME

BINGO OFFICIAL

CANVASSER/SOLICITOR

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MASSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

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**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF LAGUNA NIGUEL**

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
MANAGEMENT:				
Captain		1.00	\$ 433,756	\$ 433,756
SUPERVISION:				
Sergeant	Patrol	5.00	\$ 359,633	\$ 1,798,165
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 355,121	\$ 710,242
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	25.00	\$ 299,297	\$ 7,482,425
Deputy Sheriff II -Motor	Traffic	5.00	\$ 304,159	\$ 1,520,797
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	2.00	\$ 116,655	\$ 233,310
Community Services Officer	Parking Control	4.00	\$ 144,284	\$ 577,136
Deputy Sheriff II	Community Support	1.00	\$ 299,297	\$ 299,297
Deputy Sheriff II (shared)	School Resource Officer	0.35	\$ 299,294	\$ 104,753
Deputy Sheriff II	Commercial Vehicle Enf.	1.00	\$ 299,297	\$ 299,297
Office Specialist		1.00	\$ 109,524	\$ 109,524
TOTAL POSITIONS		47.35		\$ 13,568,702

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	9.37%	\$ 26,145
Deputy Sheriff II	Traffic	4.00	9.37%	\$ 137,364
Investigative Assistant	Traffic	2.00	9.37%	\$ 29,491
Office Specialist	Traffic	1.00	9.37%	\$ 11,484
AUTO THEFT:				
Sergeant	Auto Theft	0.30	6.50%	\$ 9,041
Investigator	Auto Theft	2.00	6.50%	\$ 44,566
Investigative Assistant	Auto Theft	1.00	6.50%	\$ 10,292
Office Specialist	Auto Theft	1.00	6.50%	\$ 7,755
DET:				
Sergeant	DET	1.00	10.25%	\$ 43,023
Investigator	DET	1.00	10.25%	\$ 39,900
COURTS:				
Investigative Assistant	Courts	2.00	18.67%	\$ 55,654
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	18.87%	\$ 76,234
TOTAL REGIONAL/SHARED		16.90		\$ 490,949

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; E-Citation recurring costs for five (5) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty (30) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, MART pay and on-call pay; services and supplies; and transportation charges.

CREDITS:

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

TOTAL OTHER CHARGES AND CREDITS	\$ 2,493,712
TOTAL COST OF SERVICES (Subsection G-2)	\$ 16,553,363

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. 2022-1382

**RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF LAGUNA NIGUEL, CALIFORNIA,
AUTHORIZING A REVISED ADMINISTRATIVE FEE FOR THE
ORANGE COUNTY SHERIFF'S DEPARTMENT'S
REMOVAL, IMPOUND, STORAGE OR RELEASE OF VEHICLES
AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA
IN CONNECTION THEREWITH**

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

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

WHEREAS, effective August 1, 2000, the City authorized a Schedule of Fees for administrative related costs from traffic violators; and

WHEREAS, effective August 1, 2000, a fee of \$152.00 shall be charged for each impound of a vehicle in accordance with, or on account of a violation of, CVC section 14602.6, which relates to the licensing status of the driver and a fee of \$50.00 for each impound of a vehicle in accordance with, or on account of a violation of, any of the following CVC sections:

- 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(i)(1) Multiple parking citations
- 22651(j) Lack of vehicle registration
- 22651(k) Parking over seventy-two hours
- 22651(l) Parking in a construction zone
- 22651(m) Violation of special events 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

Resolution No. 2022-1382

- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
 22655.5(b) Vehicle is evidence of crime
 22669 Abandoned vehicle;

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors approved an increase in the administrative fee for vehicle removal, impound, storage or release of vehicles from \$50.00 to \$144 for vehicle removal pursuant to specific Vehicle Code violations listed in the prior recital and a decrease from \$152.00 to \$144.00 for vehicle removal due to driving without a license or with a suspended or revoked license; and

WHEREAS, the City Council did, on the 19th day of April 2022, hold a duly noticed public hearing as prescribed by law to consider said request; and

WHEREAS, at said public hearing, upon hearing and considering all testimony and arguments, if any, of all persons desiring to be heard, the Council considered all additional factors relating to the proposed fee schedule; and

WHEREAS, it is the desire of the City Council to set reasonable administrative fees for traffic violators; and

WHEREAS, cities are authorized to charge fees which do not exceed the estimated reasonable cost of providing the services for which the fee is charged; and

WHEREAS, based on the cost study prepared by the County of Orange in connection with the proposed fees, the amount of the fees to be charged for this service do not exceed the City's cost of providing that service; and

WHEREAS, City staff has determined that the revised fees to be adopted by this Resolution are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273 because they involve the modification of a rate, fee or charge imposed on the public for purposes of meeting operating expenses of the City.

NOW, THEREFORE, the City Council of the City of Laguna Niguel does hereby resolve, order, and determine as follows:

Section 1. The adoption of this Resolution and the approval of the modified fees imposed herein are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and State CEQA Guidelines Section 15273 because they involve the modification of a rate, fee or charge imposed on the public for purposes of meeting operating expenses of the City.

Resolution No. 2022-1382

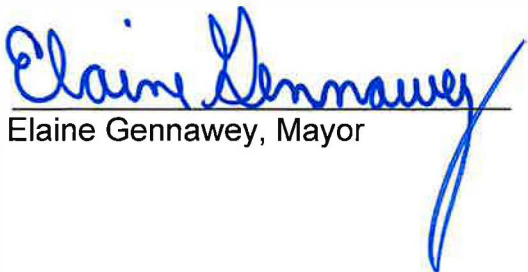
Section 2. The City Council finds that the fee amount to be imposed by this Resolution is based on a fee study prepared by the County of Orange which shows that the amount of the fee does not exceed the City's reasonable cost of providing towing services in connection with violations of the California Vehicle Code.

Section 3. Effective July 1, 2021, an administrative fee of \$144.00 shall be charged for each vehicle impound, removal, storage, or release of vehicle property impounded after removal from locations in the City of Laguna Niguel in accordance with, or due to a violation of the provisions of the CVC sections listed below:

14602.6 Driving without a license or with a suspended/revoked license
 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(i)(1) Order of suspension or revocation in effect
 22651(j) Lack of vehicle registration
 22651(k) Parking for over 72 hours
 22651(l) Parking in a construction zone
 22651(m) Violation of special event restriction
 22651(n) No parking zone
 22651(o)(1) Delinquent vehicle registration
 22651(p) Driver unlicensed or license suspended
 22651(r) Vehicle blocking another vehicle
 22651(t) Notice to appear/illegal amber lights
 22655.3 Removal for investigation
 22655.5(b) Vehicle is evidence of a crime
 22669 Abandoned vehicle

Section 4. Resolution No. 2000-608 is hereby superseded by this Resolution and shall have no further force and effect on the effective date of this resolution.

PASSED, APPROVED AND ADOPTED this 19th day of April, 2022.


 Elaine Gennawey, Mayor

ATTEST:


 Thy Merritt
 Deputy City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss
CITY OF LAGUNA NIGUEL)

I, Thy M. Merritt, Deputy City Clerk of the City of Laguna Niguel, California, do hereby certify that the foregoing is Resolution No. 2022-1382, which was adopted at a regular meeting of the City Council of the City of Laguna Niguel, California, held on April 19, 2022, by the following vote:

AYES: Council Members Jennings, Minagar, and Sharma; Mayor Pro Tem Rains, and Mayor Gennawey.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.



Thy M. Merritt
Deputy City Clerk

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

REQUEST	CONTRACT CITY			
	Participating City Request to Purchase From the TVA in FY	Date		
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	<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>			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
APPROVALS				
	<p>Recommended For Approval</p> <p>CITY POLICE SERVICES CHIEF</p>	<p>MANAGER – TVA PROGRAM</p>		