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**AGREEMENT
BETWEEN THE
CITY OF MISSION VIEJO
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this First day of May 2021, which date is enumerated for purposes of reference only, by and between the CITY OF MISSION VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

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, 2021 and terminate
3 June 30, 2022, unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon
7 one-hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2022 for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2022 and June 30, 2023, 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, 2022 and
17 August 31, 2022, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 2021 through June 30, 2022. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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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 the COUNTY
- 8 for the period July 1, 2021 through June 30, 2022 is set forth in
- 9 Attachment A and incorporated herein by this reference.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
- 11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
- 12 the option to terminate such service in the event the other city or cities that
- 13 contract(s) for the balance of the time of the employee providing the service
- 14 no longer pay(s) for such service and CITY does not request the Agreement
- 15 be amended to pay 100% of the cost of the employee providing such
- 16 service. The Maximum Obligation of CITY set forth in Subsection G-2 will be
- 17 adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
- 19 precise date specified in this Agreement. In those instances, SHERIFF shall
- 20 notify CITY Manager of the date or dates such service or services are to be
- 21 implemented. COUNTY shall reduce the monthly charges to CITY, based
- 22 on the actual date of implementation of the service or services. Charges
- 23 shall be reduced on the next monthly billing tendered in accordance with
- 24 Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
- 26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
- 27 determines that the Captain is needed elsewhere, SHERIFF will notify
- 28 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

13 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is
14 authorized to execute written amendments to this Agreement to increase or
15 decrease the level of service set forth in Attachment A, when SHERIFF and
16 CITY mutually agree that such increase or decrease in the level of service is
17 appropriate. Any such amendment to the Agreement shall concomitantly
18 increase or decrease the cost of services payable by CITY set forth in
19 Attachment C and incorporated herein by this reference and the Maximum
20 Obligation of CITY set forth in Subsection G-2, in accordance with the
21 current year's COUNTY law enforcement cost study. SHERIFF and
22 appropriate CITY personnel shall file copies of any such amendments to this
23 Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's
24 Clerk. Amendments to this Agreement executed by SHERIFF and CITY
25 Manager may not, in the aggregate, increase or decrease the cost of
26 services payable by CITY by more than one percent (1%) of the total cost
27 originally set forth in Attachment C and the Maximum Obligation originally
28 set forth in Subsection G-2.

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

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

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

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

20 2. Supplemental services for occasional events operated by private individuals
21 and entities on non-CITY property. At the request of CITY, through its City
22 Manager, and within the limitations set forth in this Subsection D-2,
23 SHERIFF may provide supplemental law enforcement services to preserve
24 the peace at special events or occurrences that occur on an occasional
25 basis and are operated by private individuals or private entities on non-CITY
26 property. SHERIFF shall determine personnel and equipment needed for
27 such supplemental services, and will provide such supplemental services
28 only if SHERIFF is able to do so without reducing the normal and regular

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

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

- 20 3. Supplemental services for events operated by public entities on non-CITY
21 property. At the request of CITY, through its City Manager, and within the
22 limitations set forth in this Subsection D-3, SHERIFF may provide
23 supplemental law enforcement services to preserve the peace at special
24 events or occurrences that occur on an occasional basis and are operated
25 by public entities on non-CITY property. SHERIFF shall determine
26 personnel and equipment needed for such supplemental services, and will
27 provide such supplemental services only if SHERIFF is able to do so
28 without reducing services that SHERIFF otherwise would provide to CITY

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

2 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual
3 costs of providing such supplemental services at an amount computed by
4 SHERIFF, based on the current year's COUNTY law enforcement cost
5 study. The cost of these supplemental services shall be in addition to the
6 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
7 SHERIFF shall bill CITY immediately after each such event.

- 8 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
9 the services of SHERIFF at events, for which CITY issues permits, that are
10 operated by private individuals or entities or public entities. SHERIFF shall
11 determine personnel and equipment needed for said events. If said events
12 are in addition to the level of services listed in Attachment A of this
13 Agreement, CITY shall reimburse COUNTY for such additional services at
14 an amount computed by SHERIFF, based upon the current year's COUNTY
15 law enforcement cost study. The cost of these services shall be in addition
16 to the Maximum Obligation of CITY set forth in Subsection G-2 of this
17 Agreement. SHERIFF shall bill CITY immediately after said services are
18 rendered.
- 19 5. In accordance with Government Code Section 51350, COUNTY has
20 adopted Board Resolution 89-1160 which identifies Countywide services,
21 including but not limited to helicopter response. SHERIFF through this
22 contract provides enhanced helicopter response services. The cost of
23 enhanced helicopter response services is included in the cost of services set
24 forth in Attachment C and in the Maximum Obligation of CITY set forth in
25 Subsection G-2. COUNTY shall not charge any additional amounts for
26 enhanced helicopter services after the cost of services set forth in
27 Attachment C and in the Maximum Obligation set forth in Subsection G-2
28 has been established without written notification to the CITY.

1 **E. PATROL VIDEO SYSTEMS:**

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

14 The costs to be paid by CITY for recurring costs, including maintenance and

15 replacement/upgrade of PVS, are included in the costs set forth in

16 Attachment C and the Maximum Obligation of CITY set forth in Subsection

17 G-2 of this Agreement unless CITY has already paid such costs. CITY shall

18 not be charged additional amounts for maintenance or replacement/upgrade

19 of said PVS during the period July 1, 2021 through June 30, 2022.

- 20 4. If, following the initial acquisition of PVS referenced above, CITY requires
- 21 PVS for additional patrol cars designated for use in the CITY service area,
- 22 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
- 23 CITY will pay to COUNTY a) the full costs of acquisition and installation of
- 24 said additional PVS, and b) the full recurring costs for said PVS, as deemed
- 25 necessary by COUNTY, including the costs of maintenance, and
- 26 contributions to a fund for replacement and upgrade of such PVS when they
- 27 become functionally or technologically obsolete. Said costs related to
- 28 additional PVS are not included in, and are in addition to, the costs set forth

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

2 in Attachment C and the Maximum Obligation of CITY set forth in
3 Subsection G-2 of this Agreement.

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

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

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

16 **G. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
18 COUNTY the full costs of performing the services mutually agreed upon in
19 this Agreement. The costs of services include salaries, wages, benefits,
20 mileage, services, supplies, equipment, and divisional, departmental and
21 COUNTY General overhead.
- 22 2. Unless the level of service set forth in Attachment A is increased or
23 decreased pursuant to mutual agreement of the parties, or CITY is required
24 to pay for increases as set forth in Subsection G-4, the Maximum Obligation
25 of CITY for services, other than Licensing Services, set forth in Attachment A
26 of this Agreement, to be provided by the COUNTY for the period July 1,
27 2021 through June 30, 2022 shall be \$21,294,779 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. For the period July 1, 2021 through
8 June 30, 2022 said invoices will require payment by CITY of one-twelfth
9 (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation
10 may have been increased or decreased pursuant to mutual agreement of
11 the parties. If a determination is made that increases described in
12 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata
13 charges for such increases in its monthly invoices to CITY for the balance
14 of the period between July 1, 2021 and June 30, 2022.

15 4a. At the time this Agreement is executed, there may be unresolved issues
16 pertaining to potential changes in salaries and benefits for COUNTY
17 employees. The costs of such potential changes are not included in the
18 Fiscal Year 2021-22 cost set forth in Attachment C nor in the Fiscal Year
19 2021-22 Maximum Obligation of CITY set forth in Subsection G-2 of this
20 Agreement. If changes result in the COUNTY incurring or becoming
21 obligated to pay for increased costs for or on account of personnel whose
22 costs are included in the calculations of costs charged to CITY hereunder,
23 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
24 Subsection G-2 of this Agreement, the full costs of said increases to the
25 extent such increases are attributable to work performed by such personnel
26 after July 1, 2021, and CITY's Maximum Obligation hereunder shall be
27 deemed to have increased accordingly. CITY shall pay COUNTY in full for
28 such increases on a pro-rata basis over the portion of the period between

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

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

14 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
15 above, COUNTY, at the request of CITY, will thereafter reduce the level of
16 service provided to CITY as set forth in Attachment A of this Agreement to a
17 level that will make the Maximum Obligation of CITY hereunder for the
18 period July 1, 2021 through June 30, 2022 an amount specified by CITY that
19 is equivalent to or higher or lower than the Maximum Obligation set forth in
20 Subsection G-2 for said period at the time this Agreement originally was
21 executed. The purpose of such adjustment of service levels will be to give
22 CITY the option of keeping its Maximum Obligation hereunder at the pre-
23 increase level or at any other higher or lower level specified by CITY. In the
24 event of such reduction in level of service and adjustment of costs, the
25 parties shall execute an amendment to this Agreement so providing.
26 Decisions about how to reduce the level of service provided to CITY shall be
27 made by SHERIFF with the approval of CITY.

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

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

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

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

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

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

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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
 200 CIVIC CENTER
 MISSION VIEJO, CA 92691

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 and
5 COUNTY shall retain all records relating to the performance of this Agreement
6 for said three-year period, except that those records pertaining to any audit then
7 in progress, or to any claims or litigation, shall be retained beyond said
8 three-year period until final resolution of said audit, claim or litigation.

9 **K. ALTERATION OF TERMS:**

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

15 **L. INDEMNIFICATION:**

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

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

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

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

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

2 1. COUNTY has established a Traffic Violator Apprehension Program [“the
3 Program”], which is operated by SHERIFF, and is designed to reduce
4 vehicle accidents caused by unlicensed drivers and drivers whose licenses
5 are suspended and to educate the public about the requirements of the
6 Vehicle Code and related safety issues with regard to driver licensing,
7 vehicle registration, vehicle operation, and vehicle parking. The Program
8 operates throughout the unincorporated areas of the COUNTY and in the
9 cities that contract with COUNTY for SHERIFF’s law enforcement services,
10 without regard to jurisdictional boundaries, because an area-wide approach
11 to reduction of traffic accidents and driver education is most effective in
12 preventing traffic accidents. In order for CITY to participate in the Program,
13 CITY has adopted fees pursuant to Vehicle Code Section 22850.5, in the
14 same amount as approved by COUNTY, as set forth in the resolution that is
15 attached hereto as Attachment F and incorporated into this Agreement by
16 reference [hereinafter called a “TVAP resolution”], and has directed that the
17 revenue from such fee be used for the Program. CITY’s participation in the
18 Program may be terminated at any time by rescission or amendment of its
19 TVAP resolution that is attached hereto as Attachment F. In the event CITY
20 1) amends said TVAP resolution, or rescinds said TVAP resolution and
21 adopts a new TVAP resolution pertaining to the above-referenced fees and
22 the Program, and 2) remains a participant in the Program thereafter, CITY’s
23 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
24 authority to execute an amendment of this Agreement to substitute CITY’s
25 amended or new TVAP resolution for Attachment F hereto, as long as said
26 amendment to this Agreement does not materially change any other
27 provision of this Agreement. As COUNTY updates its fees for the Program
28 periodically, COUNTY will provide written notice to CITY of the updated fees.

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

2 CITY’S participation in the Program will terminate if CITY determines not to
3 adopt the updated fees for the Program.

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

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

- 8 • Ten one hundredths of one (0.10) Sergeant
- 9 (8 hours per two-week pay period)
- 10 • One (1) Staff Specialist
- 11 (80 hours per two-week pay period)
- 12 • One (1) Office Specialist
- 13 (80 hours per two-week pay period)

14 4. Fee revenue generated by CITY may be used to reimburse CITY for
15 expenditures for equipment and/or supplies directly in support of the
16 Program. In order for an expenditure for equipment and/or supplies to be
17 eligible for reimbursement, CITY shall submit a request for and obtain pre-
18 approval of the expenditure by using the form as shown in Attachment G.
19 The request shall be submitted within the budget schedule established by
20 SHERIFF. SHERIFF shall approve the expenditure only if both of the
21 following conditions are satisfied: 1) there are sufficient Program funds,
22 attributable to revenue generated by CITY’S fee, to pay for the requested
23 purchase, and 2) CITY will use the equipment and/or supplies, during their
24 entire useful life, only for purposes authorized by its TVAP resolution in
25 effect at the time of purchase.

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

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

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

22 **N. MOBILE DATA COMPUTERS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
14 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
15 replacement/upgrade funds to be paid by CITY in accordance with the
16 foregoing. CITY shall not be charged any additional charge to replace or
17 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 MISSION VIEJO

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

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

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

Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: *Theresa O'Shea*
Deputy

DATED: 4/27/21

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF MISSION VIEJO**

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

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative & Patrol	5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	32.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Quality of Life	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II - Motor	Traffic	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	1.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	7.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Services	5.00	each, 80 hrs./ per two wk. pay period
Cadet	Extra Help		As Needed
TOTAL		63.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	15.67%
Deputy Sheriff II	Traffic	4.00	15.67%
Investigative Assistant	Traffic	2.00	15.67%
Office Specialist	Traffic	1.00	15.67%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	8.93%
Investigator	Auto Theft	2.00	8.93%
Investigative Assistant	Auto Theft	1.00	8.93%
Office Specialist	Auto Theft	1.00	8.93%
DET:			
Sergeant	DET	1.00	17.08%
Investigator	DET	1.00	17.08%
COURTS:			
Investigative Assistant	Courts	2.00	32.12%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	16.00%
TOTAL		16.90	

ATTACHMENT B

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CITY OF MISSION VIEJO
TITLE 5 & TITLE 9 OF MISSION VIEJO MUNICIPAL CODE
LICENSING

BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
DANCE INSTRUCTOR (NUDE)
DANCE STUDIO (NUDE)
ESCORT
ESCORT BUREAU
FIGURE MODEL (NUDE)
FIGURE MODEL STUDIO (NUDE)
GUN DEALER
INTERLOCUTRIX (NUDE)
INTRODUCTORY SERVICE
JUNK COLLECTOR
JUNK DEALER
MESSAGE PARLOR (Includes FBI Fees)
MASSAGIST (Includes FBI Fees)
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF MISSION VIEJO**

**"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	\$ 433,939	\$ 433,939
SUPERVISION:				
Sergeant	Administrative & Patrol	5.00	\$ 363,174	\$ 1,815,870
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 354,899	\$ 1,419,596
Investigative Assistant		1.00	\$ 191,463	\$ 191,463
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II - Patrol	Patrol	32.00	\$ 300,950	\$ 9,630,400
Deputy Sheriff II	Quality of Life	1.00	\$ 300,950	\$ 300,950
Deputy Sheriff II	Homeless Liaison Officer	1.00	\$ 300,950	\$ 300,950
Deputy Sheriff II - Motor	Traffic	4.00	\$ 306,103	\$ 1,224,412
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	\$ 306,103	\$ 306,103
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 115,726	\$ 115,726
Community Services Officer	Parking Control	7.00	\$ 137,502	\$ 962,514
Deputy Sheriff II	School Resource Services	5.00	\$ 300,950	\$ 1,504,750
Cadet	Extra Help		\$ 64,961	\$ 64,961
TOTAL POSITIONS		63.00		\$ 18,271,634

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	15.67%	\$ 46,522
Deputy Sheriff II	Traffic	4.00	15.67%	\$ 227,011
Investigative Assistant	Traffic	2.00	15.67%	\$ 47,279
Office Specialist	Traffic	1.00	15.67%	\$ 17,948
AUTO THEFT:				
Sergeant	Auto Theft	0.30	8.93%	\$ 13,239
Investigator	Auto Theft	2.00	8.93%	\$ 61,458
Investigative Assistant	Auto Theft	1.00	8.93%	\$ 13,345
Office Specialist	Auto Theft	1.00	8.93%	\$ 10,120
DET:				
Sergeant	DET	1.00	17.08%	\$ 73,845
Investigator	DET	1.00	17.08%	\$ 67,536
COURTS:				
Investigative Assistant	Courts	2.00	32.12%	\$ 95,125
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	16.00%	\$ 61,960
TOTAL REGIONAL/SHARED		16.90		\$ 735,388

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

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-eight (38) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for twenty-two (22) units; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

Credits include: AB (2011 Public Safety Realignment); estimate vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; restitution payment credits; and retirement rate discount for FY 2021-22.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,287,757
TOTAL COST OF SERVICES (Subsection G-2)	\$ 21,294,779

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.

RESOLUTION 21-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, CONFIRMING PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM AND ADOPTING FEES ASSOCIATED WITH THE PROGRAM

WHEREAS, the Orange County Sheriff's Department (hereinafter "OCSD") 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 OCSD operates said 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, Vehicle Code section 22850.5 authorizes the County Board of Supervisors, 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, a 2020 cost study conducted by the OCSD showed that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to the Vehicle Code are at \$144.00 per removal; and

WHEREAS, based upon the cost study, the OCSD proposed and the County Board of Supervisors adopted a fee in the amount of \$144.00 on and effective November 17, 2020.

WHEREAS, after the adoption of this fee by the County, the OCSD seeks adoption of the fee by city councils of each of the cities that contract with the OCSD for law enforcement services; and


WHEREAS, the City of Mission Viejo contracts with the Orange County Sheriff's Department for law enforcement services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Confirms continued participation in the Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with the OCSD; and

Section 2. As a participant in the Traffic Violator Apprehension Program, adopts the fee of \$144.00 as approved by the County Board of Supervisors on November 17, 2020 as allowed under Vehicle Code section 22850.5.

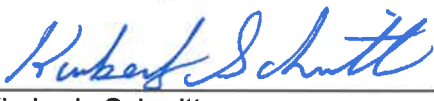
PASSED, APPROVED, AND ADOPTED this 12th day of January, 2021.


Trish Kelley
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 12th day of January, 2021, by the following vote of the Council:

AYES: Bucknum, Goodell, Kelley, Rath, and Sachs
NOES: None
ABSENT: None

ATTEST:


Kimberly Schmitt
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				
	Recommended For Approval CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM		

OCSD
BUDGET
USE ONLY

ATTACHMENT G