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

THIS AGREEMENT is entered into this First day of June 202~~43~~, which date is enumerated for purposes of reference only, by and between the CITY OF ALISO 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, 2024~~3~~ and terminate
3 June 30, 2025~~4~~ unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one-
7 hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by
9 June 30, 2025~~4~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 2025~~4~~ and June 30, 2026~~5~~, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 2025~~4~~ and
17 August 31, 2025~~4~~, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for the
19 period July 1, 2024~~3~~ through June 30, 2025~~4~~. SHERIFF and CITY Manager
20 shall file copies of any such amendments to this Agreement with the Clerk of
21 COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change will
6 be reported to the 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, 202~~43~~ through June 30, 202~~54~~, is set forth in
9 Attachment A.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract(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 provide for payment of 100% of the cost of the employee
16 providing such service. The Maximum Obligation of CITY set forth in
17 Subsection G-2 will be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF 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 on
22 the actual date of implementation of the service or services. Charges shall
23 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 SHERIFF shall receive applications for CITY licenses pursuant to said
5 ordinances and complete investigations relating to such applications. Said
6 investigations shall be forwarded to CITY Manager. COUNTY shall not
7 provide any advisory, administrative, hearing or litigation attorney support or
8 services related to licensing. COUNTY shall not provide any administrative
9 or investigatory services related to the licensing ordinances listed in
10 Attachment B, except the investigations relating to initial applications for
11 which this subsection provides.

12 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
13 CITY Manager, on behalf of CITY, are authorized to execute written
14 amendments to this Agreement to increase or decrease the level of service
15 set forth in Attachment A, when SHERIFF and CITY Manager mutually agree
16 that such increase or decrease in the level of service is appropriate. Any
17 such amendment to the Agreement shall concomitantly increase or decrease
18 the cost of services payable by CITY set forth in Attachment C, and the
19 Maximum Obligation of CITY set forth in Subsection G-2, in accordance with
20 the current year's COUNTY law enforcement cost study. SHERIFF and
21 CITY Manager shall file copies of any such amendments to this Agreement
22 with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except
23 for costs related to Sections G-4a and G-4b, changes to this Agreement
24 executed by SHERIFF and CITY Manager may not, in the aggregate,
25 increase or decrease the cost of services payable by CITY by more than one
26 percent (1%) of the total cost originally set forth in Attachment C and the
27 Maximum Obligation originally set forth in Subsection G-2.

28 Except for changes under Sections G-4a and G-4b, prior approval by

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

2 COUNTY's Board of Supervisors and CITY's Council is required before
3 execution of any amendment that brings the aggregate total of changes in
4 costs payable by CITY to more than one percent (1%) of the total cost
5 originally set forth in Attachment C and the Maximum Obligation originally set
6 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 extent
13 the services provided at such events are at a level greater than that specified
14 in Attachment A of this Agreement, CITY shall reimburse COUNTY for such
15 additional services, at an amount computed by SHERIFF, based on the
16 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 basis
25 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 to
3 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 unit
6 representing the peace officers providing the services. Such supplemental
7 services shall include only law enforcement duties and shall not include
8 services authorized to be provided by a private patrol operator, as defined in
9 Section 7582.1 of the Business and Professions Code. Law enforcement
10 support functions, including, but not limited to, clerical functions and forensic
11 science services, may be performed by non-peace officer personnel if the
12 services do not involve patrol or keeping the peace and are incidental to the
13 provision of law enforcement services. CITY shall reimburse COUNTY its
14 full, actual costs of providing such supplemental services at an amount
15 computed by SHERIFF, based on the current year's COUNTY law
16 enforcement cost study. The cost of these supplemental services shall be in
17 addition to the Maximum Obligation of CITY set forth in Subsection G-2 of
18 this Agreement. SHERIFF shall bill CITY immediately after each such event.

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

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

2 providing such supplemental services at an amount computed by SHERIFF,
3 based on the
4 current year's COUNTY law enforcement cost study. The cost of these
5 supplemental services shall be in addition to the Maximum Obligation of
6 CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY
7 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 an
14 amount computed by SHERIFF, based upon the current year's COUNTY law
15 enforcement cost study. The cost of these services shall be in addition to
16 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 adopted
20 Board Resolution 89-1160 which identifies Countywide services, including
21 but not limited to helicopter response. SHERIFF through this contract
22 provides enhanced helicopter response services. The cost of enhanced
23 helicopter response services is included in the cost of services set forth in
24 Attachment C and in the Maximum Obligation of CITY set forth in Subsection
25 G-2. COUNTY shall not charge any additional amounts for enhanced
26 helicopter services after the cost of services set forth in Attachment C and in
27 the Maximum Obligation set forth in Subsection G-2 has been established
28 without written notification to the CITY.

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

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

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

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

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of BWC and ICV, 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.

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

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

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

4 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs
5 of replacing/upgrading BWC and ICV 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 BWC and ICV.

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 full cost of services, other than Licensing Services, set forth in
26 Attachment A of this Agreement, to be provided by the COUNTY for the
27 period July 1, 202~~4~~³ through June 30, 202~~4~~⁵, shall be
28 \$~~10,810,681~~^{9,864,061} as set forth in 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 year.
4 If actual overtime worked is above or below budgeted amounts, billings will
5 be adjusted accordingly at the end of the fiscal year. Actual overtime costs
6 may exceed CITY's Maximum Obligation.

7 3. COUNTY shall invoice CITY monthly. During the period July 1, 2024³
8 through June 30, 2025⁴, said invoices will require payment by CITY of one-
9 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection G-2
10 of this Agreement, as said Maximum Obligation may have been increased or
11 decreased pursuant to mutual agreement of the parties. In addition, if a
12 determination is made that increases described in Subsection G-4 must be
13 paid, COUNTY thereafter shall include the pro-rata charges for such
14 increases in its monthly invoices to CITY for the balance of the period
15 between July 1, 2024³ and June 30, 2025⁴.

16 4a. At the time this Agreement is executed, there may be unresolved issues
17 pertaining to potential changes in salaries and benefits for COUNTY
18 employees. The costs of such potential changes are not included in the
19 Fiscal Year 2024³-2025⁴ costs set forth in Attachment C nor in the Fiscal Year
20 2024³-2025⁴ Maximum Obligation of City set forth in Subsection G-2 of this
21 Agreement. If the changes result in the COUNTY incurring or becoming
22 obligated to pay for increased costs for or on account of personnel whose
23 costs are included in the calculations of costs charged to CITY hereunder,
24 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
25 Subsection G-2 of this Agreement, the full costs of said increases to the
26 extent such increases are attributable to work performed by such personnel
27 after July 1, 2024³, and CITY's Maximum Obligation hereunder shall be
28 deemed to have increased accordingly. CITY shall pay COUNTY in full for

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

2 such increases on a pro-rata basis over the portion of the period between
3 July 1, 202~~4~~³ and June 30, 202~~5~~⁴ remaining after COUNTY notifies CITY
4 that increases are payable. If the
5 changes result in the COUNTY incurring or becoming obligated to pay for
6 decreased costs for or on account of personnel whose costs are included in
7 the calculations of costs charged to CITY hereunder, COUNTY shall reduce
8 the amount owed by the CITY to the extent such decreases are attributable
9 to work performed by such personnel during the period July 1, 202~~4~~³
10 through June 30, 202~~5~~⁴, and CITY's Maximum Obligation hereunder shall be
11 deemed to have decreased accordingly. COUNTY shall reduce required
12 payment by CITY in full for such decreases on a pro-rata basis over the
13 portion of the period between July 1, 202~~4~~³ and June 30, 202~~5~~⁴ remaining
14 after COUNTY notifies CITY that the Maximum Obligation has decreased.

15 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
16 above, COUNTY, at the request of CITY, will thereafter reduce the level of
17 service to be provided to CITY as set forth in Attachment A of this
18 Agreement to a level that will make the Maximum Obligation of CITY
19 hereunder for the period July 1, 202~~4~~³ through June 30, 202~~5~~⁴ an amount
20 specified by CITY that is equivalent to or higher or lower than the Maximum
21 Obligation set forth in Subsection G-2 for said period at the time this
22 Agreement originally was executed. The purpose of such adjustment of
23 service levels will be to give CITY the option of keeping its Maximum
24 Obligation hereunder at the pre-increase level or at any other higher or lower
25 level specified by CITY. In the event of such reduction in level of service and
26 adjustment of costs, the parties shall execute an amendment to this
27 Agreement so providing, pursuant to Subsection C-8. Decisions about how
28 to reduce the level of service provided to CITY shall be made by SHERIFF

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

2 with the approval of CITY.

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

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

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

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

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

28 **H. NOTICES:**

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

5 **CITY:** ATTN: CITY MANAGER
6 12 JOURNEY, SUITE #100
7 ALISO VIEJO, CA 92656 - 5335

8 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
9 SHERIFF-CORONER DEPARTMENT
10 320 NORTH FLOWER STREET, SUITE 108
11 SANTA ANA, CA 92703

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

15 **I. STATUS OF COUNTY:**

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

25 **J. STATE AUDIT:**

26 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
27 subject to examination and audit by the State Auditor for a period of three (3)
28 years after final payment by CITY to COUNTY under this Agreement. CITY and

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

5 **K. ALTERATION OF TERMS:**

6 This Agreement is comprised of this documents and Attachments A through G,
7 which are attached hereto and incorporated-herein by reference. This
8 Agreement fully expresses all understanding of CITY and COUNTY with respect
9 to the subject

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

11 matter of this Agreement and shall constitute the total Agreement between the
12 parties for these purposes. No addition to, or alteration of, the terms of this
13 Agreement, unless expressly provided herein, shall be valid unless made in
14 writing, formally approved and executed by duly authorized agents of both
15 parties.

16 **L. INDEMNIFICATION:**

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

1 and appointed officials, officers, agents, employees, subcontractors or
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 by CITY and used by COUNTY

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

6 personnel in the performance of this Agreement, for property damage, bodily
7 injury or death or any other element of damage of any kind or nature, and
8 CITY shall defend at its expense including attorney fees, and with counsel
9 approved in writing by COUNTY, COUNTY and its elected and appointed
10 officials, officers, agents, employees, subcontractors and independent
11 contractors in any legal action or claim of any kind based upon or asserted
12 upon such condition of public street, work or property, or illegality or
13 unconstitutionality of a municipal ordinance, or alleged acts or omissions. If
14 judgment is entered against CITY and COUNTY by a court of competent
15 jurisdiction because of the concurrent active negligence of either party, CITY
16 and COUNTY agree that liability will be apportioned as determined by the
17 court. Neither party shall request a jury apportionment.

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

1 contractors in any legal action or claim of any kind based or asserted upon
2 such alleged acts or omissions.

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

4 1. COUNTY has established a Traffic Violator Apprehension Program [“the
5 Program”], which is operated by SHERIFF, and is designed to reduce

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

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

1 Agreement. As COUNTY updates its fees for the program periodically.
2 COUNTY will provide written notice to CITY of the updated fees. CITY'S
3 participation in the Program will terminate if CITY determines not to adopt
4 the updated fees for the Program.

5 //

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

- 7 2. COUNTY will make available for review, at the request of CITY, all financial
8 data related to the Program as may be requested by CITY.
- 9 3. Fee revenue generated by COUNTY and participating cities will be used to
10 fund the following positions, which will be assigned to the Program:
- 11 • Ten one hundredths of one (0.10) Sergeant
12 (8 hours per two-week pay period)
 - 13 • One (1) Staff Specialist
14 (80 hours per two-week pay period)
 - 15 • One (1) Office Specialist
16 (80 hours per two-week pay period)
- 17 4. Fee revenue generated by CITY may be used to reimburse CITY for
18 expenditures for equipment and/or supplies directly in support of the
19 Program. In order for an expenditure for equipment and/or supplies to be
20 eligible for reimbursement, CITY shall submit a request for and obtain pre-
21 approval of the expenditure by using the form as shown in Attachment G.
- 22 The request shall be submitted within the budget schedule established by
23 SHERIFF. SHERIFF shall approve the expenditure only if both of the
24 following conditions are satisfied: 1) there are sufficient Program funds,
25 attributable to revenue generated by CITY's fee, to pay for the requested
26 purchase, and 2) CITY will use the equipment and/or supplies, during their
27 entire useful life, only for purposes authorized by its TVAP resolution in effect
28 at the time of purchase. In the event that CITY terminates its participation in

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

5 //

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

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 the
12 cost of any Program operations that exceed the revenue generated by fees.
13 Such charges shall be in addition to the Maximum Obligation of CITY set
14 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 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
2 installation of MDCs that are or will be mounted in patrol vehicles and
3 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
4 by COUNTY, including the costs of maintenance and contributions to a fund
5 for replacement and upgrade of such MDC's when they become functionally

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

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. .

- 12 4. If, following the initial acquisition of MDCs referenced above, CITY requires
13 MDCs for additional patrol cars or motorcycles designated for use in the
14 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
15 said additional MDCs. Upon demand by COUNTY, CITY will pay to
16 COUNTY a) the
17 full costs of acquisition and installation of said additional MDCs, and b) the
18 full recurring costs for said MDCs, as deemed necessary by COUNTY,
19 including the costs of maintenance, and contributions to a fund for
20 replacement and upgrade of such MDCs when they become functionally or
21 technologically obsolete. Said costs related to additional
22 MDCs are not included in, and are in addition to, the costs set forth in
23 Attachment C and the Maximum Obligation of CITY set forth in Subsection
24 G-2 of this Agreement.
- 25 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
26 replacing/upgrading MDCs shall be paid by COUNTY from the
27 replacement/upgrade funds to be paid by CITY in accordance with the
28

1 foregoing. CITY shall not be charged any additional charge to replace or
2 upgrade MDCs.

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

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

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

- 8 2. SHERIFF has the exclusive right to use said E-Citation units for law
9 enforcement services related to this Agreement.
- 10 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
11 E-Citation units that are assigned to CITY, and b) recurring costs, as
12 deemed necessary by COUNTY, including the costs of maintenance and
13 contributions to a fund for replacement and upgrade of such E-Citation units
14 when they become functionally or technologically obsolete.

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

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

1 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
2 set forth in Subsection G-2 of this Agreement.

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

8 P. EQUIPMENT:

9 1. 1. As part of the law enforcement services to be provided to CITY, COUNTY
10 shall purchase motorcycles and radios that meet certain law enforcement
11 standards as determined by the COUNTY (hereinafter "Equipment").

12 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
13 Equipment and b) recurring costs. c) the costs of maintenance d)
14 replacement and upgrade of such Equipment when they become functionally
15 or technologically obsolete. as deemed necessary by COUNTY, . The costs
16 to be paid by CITY are included in the costs set forth in Attachment C and
17 the Maximum Obligation of CITY set forth in Subsection G-2 of this
18 Agreement.

19 3. The Equipment purchased by the COUNTY for services to the CITY shall be
20 the property of the County.

21 4.4. Radios and motorcycles previously purchased by the CITY for COUNTY
22 law enforcement services to the CITY shall be the property of **and**
23 **maintained by** the CITY. Notwithstanding Subsection L-1 of this Agreement,
24 COUNTY shall be responsible to CITY for any damage to CITY radios and
25 motorcycles caused by COUNTY's act or omission.

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

3 DATED: _____

4 CITY OF ALISO VIEJO

5 ATTEST: _____

City Clerk

6 BY: _____

Mayor

7 APPROVED AS TO FORM:

8 BY: _____

9 City Attorney

10 -----
11 DATED: _____

12 COUNTY OF ORANGE

13 BY: _____

14 Chairman of the Board of Supervisors
15 County of Orange, California

16
17 SIGNED AND CERTIFIED THAT A COPY OF THIS
18 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
19 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

20 Attest:

21 _____
22 Robin Stieler
23 Clerk of the Board
24 County of Orange, California

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

28 BY: _____

Deputy

DATED: _____

ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF ALISO VIEJO

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	Administrative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	1.00	80 hrs./ per two wk. pay period
Sergeant (shared)	Patrol	0.33	26.40 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
Investigator (shared)		0.50	40 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	15.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Traffic	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Community Services Officer	Parking Control	2.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II (shared)	School Resource Officer	0.65	52 hrs./ per two wk. pay period
Sr. Emerg. Mgmt. Prog. Coord.		1.00	80 hrs./ per two wk. pay period
TOTAL		25.48	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	5.02%
Investigator	Traffic	1.00	5.02%
Deputy Sheriff II	Traffic	3.00	5.02%
Investigative Assistant	Traffic	2.00	5.02%
Office Specialist	Traffic	1.00	5.02%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	5.08%
Investigator	Auto Theft	2.00	5.08%
Investigative Assistant	Auto Theft	1.00	5.08%
Office Specialist	Auto Theft	1.00	5.08%
DET:			
Sergeant	DET	1.00	7.03%
Investigator	DET	1.00	7.03%
COURTS:			
Investigative Assistant	Courts	2.00	7.92%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	7.55%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2024-25 LAW ENFORCEMENT CONTRACT
CITY OF ALISO VIEJO**

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

ATTACHMENT C

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 511,432	\$ 511,432
SUPERVISION:				
Sergeant	Administrative	1.00	\$ 406,174	\$ 406,174
Sergeant	Patrol	1.00	\$ 406,174	\$ 406,174
Sergeant (shared)	Patrol	0.33	\$ 406,174	\$ 134,037
INVESTIGATION SERVICES:				
Investigator		1.00	\$ 389,169	\$ 389,169
Investigator (shared)		0.50	\$ 389,169	\$ 194,585
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	15.00	\$ 332,009	\$ 4,980,135
Deputy Sheriff II -Motor	Traffic	2.00	\$ 342,744	\$ 685,488
ADDITIONAL SERVICES:				
Community Services Officer	Parking Control	2.00	\$ 150,063	\$ 300,126
Deputy Sheriff II (shared)	School Resource Officer	0.65	\$ 332,009	\$ 215,806
Senior Emerg. Mgmt. Prog. Coord.		1.00	\$ 207,644	\$ 207,644
TOTAL POSITIONS		25.48		\$ 8,430,770

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	5.02%	\$ 14,637
Investigator	Traffic	1.00	5.02%	\$ 17,669
Deputy Sheriff II	Traffic	3.00	5.02%	\$ 61,500
Investigative Assistant	Traffic	2.00	5.02%	\$ 17,412
Office Specialist	Traffic	1.00	5.02%	\$ 6,575
AUTO THEFT:				
Sergeant	Auto Theft	0.30	4.29%	\$ 7,399
Investigator	Auto Theft	2.00	4.29%	\$ 39,111
Investigative Assistant	Auto Theft	1.00	4.29%	\$ 8,765
Office Specialist	Auto Theft	1.00	4.29%	\$ 6,679
DET:				
Sergeant	DET	1.00	9.64%	\$ 35,621
Investigator	DET	1.00	9.64%	\$ 31,779
COURTS:				
Investigative Assistant	Courts	2.00	7.47%	\$ 25,280
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	7.55%	\$ 33,838
TOTAL REGIONAL/SHARED		16.90		\$ 306,265

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 two (2) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for eighteen and thirty-three hundredths (18.33) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; reimbursement for restitution.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,073,646
TOTAL COST OF SERVICES (Subsection G-2)	\$ 10,810,681