





















1 said additional PVS, and b) the full recurring costs for said PVS, as deemed  
2 necessary by COUNTY, including the costs of maintenance, and  
3 contributions to a fund for replacement and upgrade of such PVS when they  
4 become functionally or technologically obsolete. Said costs related to  
5 additional PVS are not included in, and are in addition to, the costs set forth

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

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

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

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

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

21 **G. PAYMENT:**

- 22 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
23 COUNTY the full costs of performing the services mutually agreed upon in  
24 this Agreement. The costs of services include salaries, wages, benefits,  
25 mileage, services, supplies, equipment, and divisional, departmental and  
26 COUNTY General overhead.
- 27 2. Unless the level of service set forth in Attachment A is increased or  
28 decreased pursuant to mutual agreement of the parties, or CITY is required

1 to pay for increases as set forth in Subsection G-4, the Maximum Obligation  
2 of CITY for services, other than Licensing Services, set forth in Attachment A  
3 of this Agreement, to be provided by the COUNTY for the period July 1,  
4 202~~10~~ through June 30, 202~~21~~ shall be \$21,294,7790,412,324 as set forth in  
5 Attachment C.

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

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

12 3. COUNTY shall invoice CITY monthly. For the period July 1, 202~~10~~ through  
13 June 30, 202~~21~~ said invoices will require payment by CITY of one-twelfth  
14 (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation  
15 may have been increased or decreased pursuant to mutual agreement of  
16 the parties. If a determination is made that increases described in  
17 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata  
18 charges for such increases in its monthly invoices to CITY for the balance  
19 of the period between July 1, 202~~10~~ and June 30, 202~~21~~.

20 4a. At the time this Agreement is executed, there may be unresolved issues  
21 pertaining to potential changes in salaries and benefits for COUNTY  
22 employees. The costs of such potential changes are not included in the  
23 Fiscal Year 202~~10~~-2~~21~~ cost set forth in Attachment C nor in the Fiscal Year  
24 202~~10~~-2~~21~~ Maximum Obligation of CITY set forth in Subsection G-2 of this  
25 Agreement. If changes result in the COUNTY incurring or becoming  
26 obligated to pay for increased costs for or on account of personnel whose  
27 costs are included in the calculations of costs charged to CITY hereunder,  
28 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in

1 Subsection G-2 of this Agreement, the full costs of said increases to the  
2 extent such increases are attributable to work performed by such personnel  
3 after July 1, 202~~10~~, and CITY's Maximum Obligation hereunder shall be  
4 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
5 such increases on a pro-rata basis over the portion of the period between

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

7 July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY  
8 that increases are payable. If the changes result in the COUNTY incurring  
9 or becoming obligated to pay for decreased costs for or on account of  
10 personnel whose costs are included in the calculations of costs charged to  
11 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
12 the extent such decreases are attributable to work performed by such  
13 personnel during the period July 1, 202~~10~~ through June 30, 202~~24~~, and  
14 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
15 accordingly. COUNTY shall reduce required payment by CITY in full for  
16 such decreases on a pro-rata basis over the portion of the period between  
17 July 1, 202~~10~~ and June 30, 202~~24~~ remaining after COUNTY notifies CITY  
18 that the Maximum Obligation has decreased.

- 19 4b. If CITY is required to pay for increases as set forth in Subsection G-4a  
20 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
21 service provided to CITY as set forth in Attachment A of this Agreement to a  
22 level that will make the Maximum Obligation of CITY hereunder for the  
23 period July 1, 202~~10~~ through June 30, 202~~24~~ an amount specified by CITY  
24 that is equivalent to or higher or lower than the Maximum Obligation set forth  
25 in Subsection G-2 for said period at the time this Agreement originally was  
26 executed. The purpose of such adjustment of service levels will be to give  
27 CITY the option of keeping its Maximum Obligation hereunder at the pre-  
28 increase level or at any other higher or lower level specified by CITY. In the

1 event of such reduction in level of service and adjustment of costs, the  
2 parties shall execute an amendment to this Agreement so providing.  
3 Decisions about how to reduce the level of service provided to CITY shall be  
4 made by SHERIFF with the approval of CITY.

5 //

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

- 7 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'  
8 approved County Billing Policy, which is attached hereto as Attachment D  
9 and incorporated herein by this reference.
- 10 6. COUNTY shall charge CITY late payment penalties in accordance with  
11 County Billing Policy.
- 12 7. As payment for the Licensing Services described in Subsection C-7 of this  
13 Agreement, COUNTY shall retain all fees paid by applicants for licenses  
14 pursuant to CITY ordinances listed in Attachment B hereto. Retention of  
15 said fees by COUNTY shall constitute payment in full to COUNTY for costs  
16 incurred by COUNTY in performing the functions related to licensing  
17 described in Subsection C-7; provided, however, that if any of said fees are  
18 waived or reduced by CITY, CITY shall pay to COUNTY the difference  
19 between the amount of fees retained by COUNTY and the fees that were set  
20 forth in the ordinances listed in Attachment B at the time this Agreement was  
21 executed. If CITY increases the fee schedule for the licensing ordinances  
22 set forth in Attachment B, either party shall have the right to seek  
23 amendment of this Agreement with respect to the division of the increased  
24 fees between CITY and COUNTY.
- 25 8. Fees generated or collected by SHERIFF contract personnel for copying of  
26 documents related to the services provided in this Agreement will be at  
27 COUNTY-established rates and will be credited to CITY on an annual basis.  
28

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

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7 **H. NOTICES:**

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

12 **CITY:** ATTN: CITY MANAGER  
13 200 CIVIC CENTER  
14 MISSION VIEJO, CA 92691  
15 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER  
16 SHERIFF-CORONER DEPARTMENT  
17 320 NORTH FLOWER STREET, SUITE 108  
18 SANTA ANA, CA 92703

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

22 **I. STATUS OF COUNTY:**

23 COUNTY is, and at all times shall be deemed to be, an independent contractor.  
24 Nothing herein contained shall be construed as creating the relationship of  
25 employer and employee, or principal and agent, between CITY and COUNTY or  
26 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain  
27 all authority for rendition of services, standards of performance, control of  
28 personnel, and other matters incident to the performance of services by

1 COUNTY pursuant to this Agreement. COUNTY, its agents and employees  
2 shall not be entitled to any rights or privileges of CITY employees and shall not  
3 be considered in any manner to be CITY employees.

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7 **J. STATE AUDIT:**

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

15 **K. ALTERATION OF TERMS:**

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

21 **L. INDEMNIFICATION:**

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

1 officials, officers, agents employees, subcontractors and independent  
2 contractors from any claim, demand or liability whatsoever based or asserted  
3 upon the condition of any public street or work or property of CITY, or upon  
4 the illegality or unconstitutionality of any municipal ordinance of CITY that  
5 SHERIFF has enforced, or upon any act or omission of CITY, or its elected  
6 and appointed officials, officers, agents, employees, subcontractors or

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

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

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



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

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

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

1 participant in the Program thereafter, CITY's Manager, on behalf of CITY,  
2 and SHERIFF, on behalf of COUNTY, have authority to execute an  
3 amendment of this Agreement to substitute CITY's amended or new TVAP  
4 resolution for Attachment F hereto, as long as said amendment to this  
5 Agreement does not materially change any other provision of this  
6 Agreement. As COUNTY updates its fees for the Program periodically,  
7 COUNTY will provide written notice to CITY of the updated fees, CITY'S  
8 participation in the Program will terminate if CITY chooses not to adopt the  
9 updated fees for the Program.

10 //

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

- 12 2. COUNTY will make available for review, at the request of CITY, all financial  
13 data related to the Program as may be requested by CITY.
- 14 3. Fee revenue generated by COUNTY and participating cities will be used to  
15 fund the following positions, which will be assigned to the Program:
- 16 • Ten one hundredths of one (0.10) Sergeant  
17 (8 hours per two-week pay period)
  - 18 • One (1) Staff Specialist  
19 (80 hours per two-week pay period)
  - 20 • One (1) Office Specialist  
21 (80 hours per two-week pay period)
- 22 4. Fee revenue generated by CITY may be used to reimburse CITY for  
23 expenditures for equipment and/or supplies directly in support of the  
24 Program. In order for an expenditure for equipment and/or supplies to be  
25 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
26 approval of the expenditure by using the form as shown in Attachment G.  
27 The request shall be submitted within the budget schedule established by  
28 SHERIFF. SHERIFF shall approve the expenditure only if both of the

1 following conditions are satisfied: 1) there are sufficient Program funds,  
2 attributable to revenue generated by CITY'S fee, to pay for the requested  
3 purchase, and 2) CITY will use the equipment and/or supplies, during their  
4 entire useful life, only for purposes authorized by its TVAP resolution in  
5 effect at the time of purchase.

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

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

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

27 **N. MOBILE DATA COMPUTERS:**

28

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

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

13 or technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and  
15 replacement/upgrade of MDCs, 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 MDCs during the period July 1, 202~~19~~ through June 30, 202~~21~~.

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

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

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

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

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY
- 14 has provided, or will provide, E-Citation units designated by COUNTY for
- 15 use within CITY limits.
- 16 2. SHERIFF has the exclusive right to use said E-Citation units for law
- 17 enforcement services related to this Agreement.
- 18 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
- 19 E-Citation units that are assigned to CITY, and b) recurring costs, as
- 20 deemed necessary by COUNTY, including the costs of maintenance and
- 21 contributions to a fund for replacement and upgrade of such E-Citation units
- 22 when they become functionally or technologically obsolete.

23 The costs to be paid by CITY for recurring costs, including maintenance and  
 24 replacement/upgrade of E-Citation units, are included in the costs set forth in  
 25 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
 26 G-2 of this Agreement unless CITY has already paid such costs. CITY shall  
 27 not be charged additional amounts for maintenance or replacement/upgrade

28

1 of said E-Citation units during the period July 1, 202~~10~~ through  
2 June 30, 202~~1~~4.

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

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

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

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

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

14 DATED: \_\_\_\_\_  
15 CITY OF MISSION VIEJO

16 ATTEST: \_\_\_\_\_  
17 City Clerk

18 BY: \_\_\_\_\_  
19 Mayor

20 APPROVED AS TO FORM:

21 BY: \_\_\_\_\_  
22 City Attorney

23 -----  
24 DATED: \_\_\_\_\_

25 COUNTY OF ORANGE

26  
27 BY: \_\_\_\_\_  
28 Chairwoman of the Board of Supervisors  
County of Orange, California

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

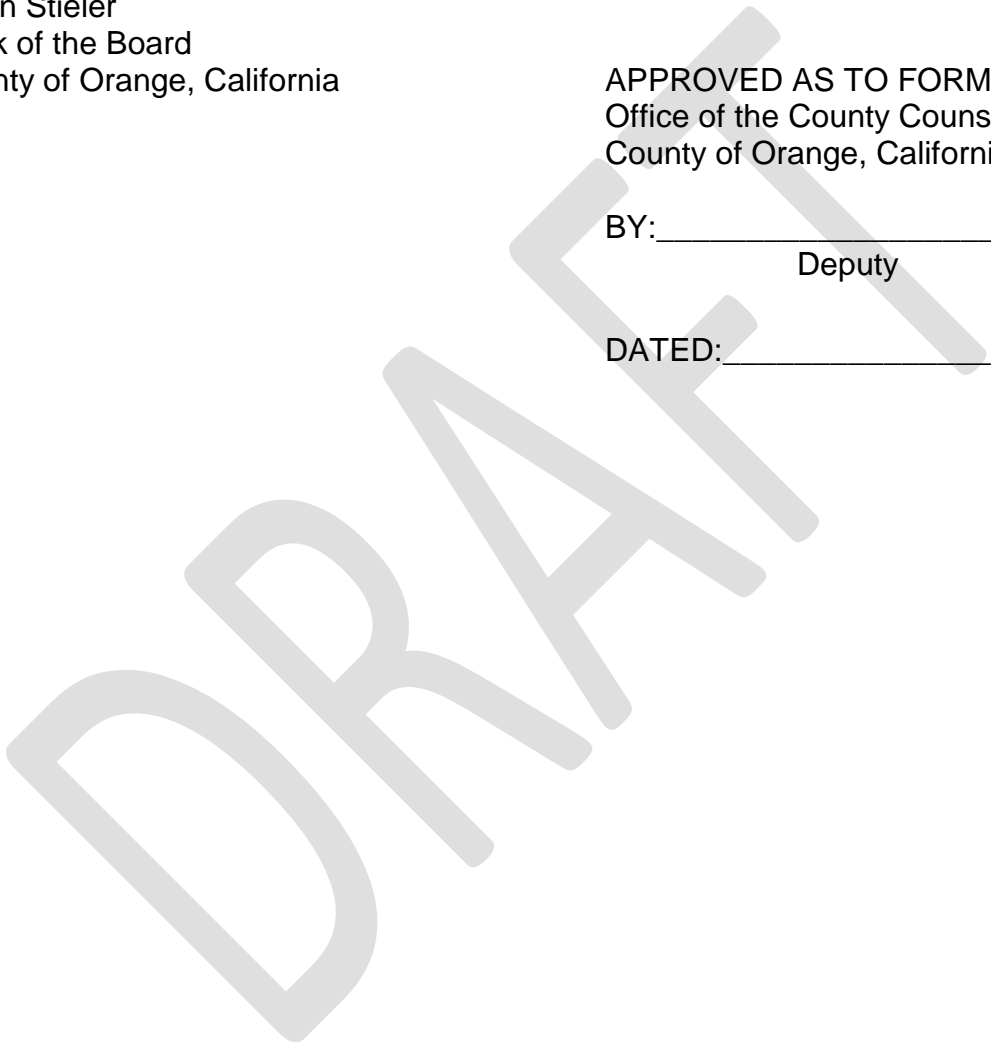
4 Attest:

5 \_\_\_\_\_  
6 Robin Stieler  
7 Clerk of the Board  
8 County of Orange, California

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

9 BY: \_\_\_\_\_  
10 Deputy

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



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