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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 20~~15~~¹⁴, 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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2 **A. TERM:**

3 The term of this Agreement shall commence July 1, 201544 and terminate June
4 30, 201645, unless earlier terminated by either party or extended in the manner
5 set forth herein.

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

- 7 1. COUNTY or CITY may terminate this Agreement, without cause, upon one
8 hundred and eighty (180) days written notice to the other party.
- 9 2. If COUNTY and CITY have not entered into a written agreement by June 30,
10 201645 for COUNTY to provide to CITY, during all or part of the period
11 between July 1, 201645 and June 30, 201746, law enforcement services
12 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
13 CITY's Manager, on behalf of CITY, are authorized to execute a written
14 amendment to this Agreement that provides as follows and does not
15 materially alter other terms of the Agreement: SHERIFF shall continue to
16 provide to CITY all or a designated part of the law enforcement services
17 specified herein, for a specified time period between July 1, 201645 and
18 August 31, 201645, and CITY shall pay COUNTY the full costs of providing
19 such services. Such full costs may be greater than those listed herein for
20 the period July 1, 201544 through June 30, 201645. SHERIFF and CITY
21 Manager shall file copies of any such amendments to this Agreement with
22 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

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

3 2. The night, day and evening patrol and supervisory shifts will be established
 4 by SHERIFF. Personnel of each shift may work varying and different times
 5 and may be deployed to other shifts when, in the opinion of SHERIFF and
 6 CITY Manager, the need arises. Any long-term shift deployment change will
 7 be reported to CITY's Council.

8 3. The level of service, other than for licensing, to be provided by the COUNTY
 9 for the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵, shall be as follows:

10 **Management:**

- 11 • One (1) Lieutenant

12 **Supervision:**

- 13 • Five and one-half of one (5.5) Sergeants
 14 (five, each 80 hours per two-week pay period)
 15 (one-half of one (0.50), 40 hours per two-week pay period)

16 **Investigation Services:**

- 17 • Four (4) Investigators
 18 (each 80 hours per two-week pay period)
- 19 • One (1) Investigative Assistant
 20 (80 hours per two-week pay period)

21 **Patrol Services:**

- 22 • Thirty-~~two~~^{four} (3~~2~~⁴) Deputy Sheriff IIs
 23 (each 80 hours per two-week pay period)
- 24 • One (1) Deputy Sheriff II - Canine
 25 (80 hours per two-week pay period)

26 Deployment to be determined by SHERIFF in cooperation with CITY
 27 Manager.

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2 **C. REGULAR SERVICES BY COUNTY: (Continued)**3 **Traffic Services:**

- 4 • Eight (8) Deputy Sheriff IIs - Motorcycle
- 5 (each 80 hours per two-week pay period)
- 6 • Six (6) Community Services Officers
- 7 (each 80 hours per two-week pay period)
- 8 Deployment to be determined by SHERIFF in cooperation with CITY
- 9 Manager.

10 **School Resource Services:**

- 11 • Five (5) Deputy Sheriff IIs
- 12 (each 80 hours per two-week pay period)

13 **Commercial Vehicle Enforcement Unit:**

- 14 • One ~~half of one~~ (0.504) Deputy Sheriff II
- 15 (~~4080~~ hours per two-week pay period)

16 **Crime Prevention:**

- 17 • Two (2) Crime Prevention Specialists
- 18 (each 80 hours per two-week pay period)

19 **Regional / ~~Shared Staff~~ Support Services and Extra Help:**

- 20 • ~~17.7518.90~~ percent of ~~sixtyfifty-five~~ one hundredths of one (~~0.6055~~)
- 21 Sergeant – Traffic
- 22 • ~~17.7518.90~~ percent of four (4) Deputy Sheriff IIs – Traffic
- 23 • ~~17.7518.90~~ percent of two (2) Investigative Assistants – Traffic
- 24 • ~~17.7518.90~~ percent of one (1) Office Specialist – Traffic
- 25 • ~~6.047.67~~ percent of thirty one hundredths of one (~~0.30~~) Sergeant – Auto
- 26 Theft
- 27 • ~~6.047.67~~ percent of two (2) Investigators – Auto Theft
- 28 • ~~6.047.67~~ percent of one (1) Investigative Assistant – Auto Theft

- 1 • ~~6.047.67~~ percent of one (1) Office Specialist – Auto Theft
- 2 • ~~13.93~~ percent of one (1) Sergeant – Directed Enforcement Team (DET)
- 3 • ~~13.93~~ percent of one (1) Investigator – Directed Enforcement Team
- 4 ~~(DET)~~
- 5 • ~~17.27~~ percent of one (1) Office Specialist - Subpoena
- 6 • ~~33.09.32~~~~13.42~~ percent of ~~two~~~~three~~ (~~2~~~~3~~) Investigative Assistants – Court
- 7 • ~~25.00~~~~25.84~~ percent of one half of one (~~0.50~~) Motorcycle Sergeant

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

- 9 • Extra Help services as needed
- 10 4. For any service listed in Subsection C-3 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-3 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-4 of this Agreement.
 - 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
 - 26 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
 - 27 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
 - 28

1 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to
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 A
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 **C. REGULAR SERVICES BY COUNTY:** (Continued)

10 related to licensing. COUNTY shall not provide any administrative or
11 investigatory services related to the licensing ordinances listed in Attachment
12 A hereto, except the investigations relating to initial applications for which
13 this subsection provides.

- 14 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is
15 authorized to execute written amendments to this Agreement to increase or
16 decrease the level of service set forth in Subsection C-3, when SHERIFF
17 and CITY mutually agree that such increase or decrease in the level of
18 service is appropriate. Any such amendment to the Agreement shall
19 concomitantly increase or decrease the cost of services payable by CITY set
20 forth in Subsection G-2 and the Maximum Obligation of CITY set forth in
21 Subsection G-3, in accordance with the current year's COUNTY law
22 enforcement cost study. SHERIFF and appropriate CITY personnel shall file
23 copies of any such amendments to this Agreement with the Clerk of
24 COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this
25 Agreement executed by SHERIFF and CITY Manager may not, in the
26 aggregate, increase or decrease the cost of services payable by CITY by
27 more than one percent (1%) of the total cost originally set forth in Subsection
28 G-2 and the Maximum Obligation originally set forth in Subsection G-3.

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

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

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

22 2. Supplemental services for occasional events operated by private individuals
23 and entities on non-CITY property. At the request of CITY, through its City
24 Manager, and within the limitations set forth in this subsection D-2,
25 SHERIFF may provide supplemental law enforcement services to preserve
26 the peace at special events or occurrences that occur on an occasional
27 basis and are operated by private individuals or private entities on non-CITY
28 property. SHERIFF shall determine personnel and equipment needed for

1 such supplemental services, and will provide such supplemental services
2 only if SHERIFF is able to do so without reducing the normal and regular
3 ongoing services that SHERIFF otherwise would provide to CITY pursuant
4 to this Agreement. Such supplemental services shall be provided only by
5 regularly appointed full-time peace officers, at rates of pay governed by a
6 Memorandum of Understanding between COUNTY and the bargaining
7 unit(s) representing the peace officers providing the services. Such
8 supplemental services shall include only law enforcement duties and shall

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

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

- 22 3. Supplemental services for events operated by public entities on non-CITY
23 property. At the request of CITY, through its City Manager, and within the
24 limitations set forth in this Subsection D-3, SHERIFF may provide
25 supplemental law enforcement services to preserve the peace at special
26 events or occurrences that occur on an occasional basis and are operated
27 by public entities on non-CITY property. SHERIFF shall determine
28 personnel and equipment needed for such supplemental services, and will

1 provide such supplemental services only if SHERIFF is able to do so
2 without reducing services that SHERIFF otherwise would provide to CITY
3 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual
4 costs of providing such supplemental services at an amount computed by
5 SHERIFF, based on the current year's COUNTY law enforcement cost
6 study. The cost of these supplemental services shall be in addition to the
7 Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.
8 SHERIFF shall bill CITY immediately after each such event.

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

- 10 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
11 the services of SHERIFF at events, for which CITY issues permits, that are
12 operated by private individuals or entities or public entities. SHERIFF shall
13 determine personnel and equipment needed for said events. If said events
14 are in addition to the level of services listed in Subsection C-3 of this
15 Agreement, CITY shall reimburse COUNTY for such additional services at
16 an amount computed by SHERIFF, based upon the current year's COUNTY
17 law enforcement cost study. The cost of these services shall be in addition
18 to the Maximum Obligation of CITY set forth in Subsection G-3 of this
19 Agreement. SHERIFF shall bill City immediately after said services are
20 rendered.
- 21 5. In accordance with Government Code Section 51350, COUNTY has
22 adopted Board Resolution 89-1160 which identifies Countywide services,
23 including but not limited to helicopter response. SHERIFF through this
24 contract provides enhanced helicopter response services. The cost of
25 enhanced helicopter response services is included in the cost of services set
26 forth in Subsection G-2 and in the Maximum Obligation of CITY set forth in
27 Subsection G-3. COUNTY shall not charge any additional amounts for
28 enhanced helicopter services after the cost of services set forth in

1 Subsection G-2 and in the Maximum Obligation set forth in Subsection G-3
2 has been established without written notification to the CITY.

3 **E. PATROL VIDEO SYSTEMS:**

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, patrol video systems (hereinafter called "PVS")
6 that are or will be mounted in patrol vehicles designated by COUNTY for use
7 within CITY service area.

8 //

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

- 10 2. SHERIFF has the exclusive right to use said PVS for law enforcement
11 services related to this Agreement.
- 12 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
13 installation of Patrol Video Systems that are or will be mounted in patrol
14 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
15 COUNTY, including the costs of maintenance and contributions to a fund for
16 replacement and upgrade of such PVS when they become functionally or
17 technologically obsolete.

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of PVS, are included in the costs set forth in
20 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
21 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
22 not be charged additional amounts for maintenance or replacement/upgrade
23 of said PVS during the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵.

- 24 4. If, following the initial acquisition of PVS referenced above, CITY requires
25 PVS for additional patrol cars designated for use in the CITY service area,
26 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
27 CITY will pay to COUNTY a) the full costs of acquisition and installation of
28 said additional PVS, and b) the full recurring costs for said PVS, as deemed

1 necessary by COUNTY, including the costs of maintenance, and
2 contributions to a fund for replacement and upgrade of such PVS when they
3 become functionally or technologically obsolete. Said costs related to
4 additional PVS are not included in, and are in addition to, the costs set forth
5 in Subsection G-2 and the Maximum Obligation of CITY set forth in
6 Subsection G-3 of this Agreement.

7 //

8 //

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

10 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
11 replacing/upgrading PVS shall be paid by COUNTY from the replacement/
12 upgrade funds to be paid by CITY in accordance with the foregoing. CITY
13 shall not be charged any additional charge to replace or 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 described in Subsection C-3 is increased or
28 decreased, or CITY is required to pay for increases as set forth in

Subsection G-5, the full cost of services described in Subsection C-3 of this Agreement, other than Licensing Services, to be provided by the COUNTY for the period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵ shall be as follows:

SERVICE**COST OF SERVICE****Management:**

- One (1) Lieutenant

@ \$~~310,751,318,682~~/each

\$~~310,751,318,682~~

//

G. PAYMENT: (Continued)**SERVICE****COST OF SERVICE****Supervision:**

- Four (4) Sergeants - Patrol

@ \$~~262,995,277,306~~/each

\$~~1,051,980,110,224~~

- One (1) Sergeant - Administrative

@ \$~~262,995,277,306~~/each

\$~~262,995,277,306~~

- One half of one (~~0.~~^{0.50}) Sergeant - Motorcycle

@ \$~~270,356,284,692~~/each

\$~~124,211,142,346~~

Investigation Services:

- Four (4) Investigators

@ \$~~273,704,274,542~~/each

\$~~1,094,816,109,168~~

- One (1) Investigative Assistant

@ \$~~158,765,151,434~~/each

\$~~158,765,151,434~~

Patrol Services:

- Thirty-~~two~~^{four}(~~32~~⁴) Deputy Sheriff IIs - Patrol

@ \$~~217,316,230,176~~/each

\$~~7,388,744,736,632~~

- One (1) Deputy Sheriff II – Canine

@ \$~~234,146,250,089~~/each

\$~~234,146,250,089~~

Traffic Services:

- 1 • Eight (8) Deputy Sheriff IIs - Motorcycle
- 2 @ ~~\$222,784~~235,359/each ~~\$1,782,272~~1,882,872
- 3 • Six (6) Community Services Officers
- 4 @ ~~\$109,120~~113,793/each ~~\$654,720~~682,758
- 5 **School Resource Services:**
- 6 • Five (5) Deputy Sheriff IIs
- 7 @ ~~\$217,316~~230,176/each ~~\$1,086,580~~1,150,880

//

G. PAYMENT: (Continued)**SERVICE****COST OF SERVICE****Commercial Vehicle Enforcement Unit:**

- 11 • One ~~half one~~ (0.504) Deputy Sheriff II
- 12 @ ~~\$217,316~~230,184/each ~~\$217,316~~115,092

Crime Prevention:

- 14 • Two (2) Crime Prevention Specialists
- 15 @ ~~\$91,043~~92,914/each ~~\$182,086~~185,828

Regional / ~~Shared Staff~~Support Services and Extra Help:

- 18 • ~~48.90~~17.75% of ~~fifty fivesixty~~ one hundredths of one (~~0.6055~~) Sergeant –
- 19 Traffic
- 20 @ ~~\$259,165~~281,289/each ~~\$26,940~~29,957
- 21 • ~~48.90~~17.75% of four (4) Deputy Sheriff IIs – Traffic
- 22 @ ~~\$245,706~~207,545/each ~~\$156,904~~174,451
- 23 • ~~17.75~~18.90% of two (2) Investigative Assistants – Traffic
- 24 @ ~~\$115,074~~104,252/each ~~\$39,407~~40,851
- 25 • ~~48.90~~17.75% of one (1) Office Specialist – Traffic
- 26 @ ~~\$83,376~~92,928/each ~~\$15,758~~16,495
- 27 • ~~7.676~~0.04% of thirty one hundredths of one (~~0.30~~) Sergeant – Auto Theft
- 28 @ ~~\$259,165~~280,513/each ~~\$ 5,963~~5,083

- 1 • ~~6.047.67~~% of two (2) Investigators – Auto Theft
 2 @ ~~\$234,278251,035~~/each ~~\$35,93830,325~~
- 3 • ~~7.676.04~~% of one (1) Investigative Assistant – Auto Theft
 4 @ ~~\$112,707119,265~~/each \$ ~~8,6457,204~~
- 5 • ~~7.676.04~~% of one (1) Office Specialist – Auto Theft
 6 @ ~~\$91,98083,460~~/each \$ ~~6,4015,556~~
- 7 • ~~13.93% of one (1) Sergeant – Directed Enforcement Team (DET)~~
 8 ~~@ \$379,854/each \$ 52,914~~
- 9 • ~~13.93% of one (1) Investigator – Directed Enforcement Team (DET)~~
 10 ~~@ \$300,961/each \$ 41,924~~
- 11 • ~~17.27% of one (1) Office Specialist – Subpoena~~
 12 ~~@ \$84,796/each \$ 14,644~~
- 13 • ~~13.1233.09~~% of ~~two~~~~three~~ (~~2~~~~3~~) Investigative Assistants – Court
 14 @ ~~\$116,740115,031~~/each ~~\$45,27677,259~~

//

G. PAYMENT: (Continued)**SERVICE****COST OF SERVICE**

- 18 • ~~25.00~~~~25.81~~% of one half of one (~~0~~.50) Motorcycle Sergeant
 19 @ ~~\$292,290308,496~~/each ~~\$37,72038,562~~
- 20 • Extra Help services as needed ~~\$40,98743,086~~

Other Charges and Credits:~~\$2,116,8262,249,335~~

22 **Charges:** Annual leave paydowns and apportionment of cost of
 23 leave balances paid at end of employment; premium pay for
 24 bilingual staff; contract administration; data line charges; direct
 25 services and supplies; E-citation; enhanced helicopter response
 26 services; facility lease; holiday pay: comp and straight time;
 27 Integrated Law & Justice Agency of Orange County; mobile data
 28 computer (MDC) recurring cost; on-call pay; overtime; patrol

training cost allocation; patrol video system (PVS) recurring costs; retirement rate discount expenses (interests and cost of issuance); training; and transportation costs including vehicle fuel, mileage interest for replacement vehicles, and maintenance.

Credits: Local assistance funding; ~~f~~False alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 201544-1645.

TOTAL COST OF SERVICES \$

17,086,147~~17,546,055~~

3. Unless the level of service described in Subsection C-3 is increased, or CITY is required to pay increases as set forth in Subsection G-5; the Maximum Obligation of CITY for services, other than Licensing Services, described in Subsection C-3 of this Agreement is \$17,086,147~~17,546,055~~ for the period July 1, 201544 through June 30, 201645.

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//

G. PAYMENT: (Continued)

4. COUNTY shall invoice CITY monthly. For the period July 1, 201544 through June 30, 201645 said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. If a determination is made that increases described in Subsection G-5 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 201544 and June 30, 201645.
- 5-a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the

1 Fiscal Year ~~201544-1645~~ cost set forth in Subsection G-2 nor in the Fiscal
2 Year ~~1544-1645~~ Maximum Obligation of CITY set forth in Subsection G-3 of
3 this Agreement. If changes result in the COUNTY incurring or becoming
4 obligated to pay for increased costs for or on account of personnel whose
5 costs are included in the calculations of costs charged to CITY hereunder,
6 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
7 Subsection G-3 of this Agreement, the full costs of said increases to the
8 extent such increases are attributable to work performed by such personnel
9 after July 1, 20~~1544~~, and CITY's Maximum Obligation hereunder shall be
10 deemed to have increased accordingly. CITY shall pay COUNTY in full for
11 such increases on a pro-rata basis over the portion of the period between
12 July 1, 20~~1544~~ and June 30, 20~~1645~~ remaining after COUNTY notifies
13 CITY that increases are payable. If the changes result in the COUNTY
14 incurring or becoming obligated to pay for decreased costs for or on
15 account of personnel whose costs are included in the calculations of costs
16 charged to CITY hereunder, COUNTY shall reduce the amount owed by the
17 CITY to

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

19 the extent such decreases are attributable to work performed by such
20 personnel during the period July 1, 20~~1544~~ through June 30, 20~~1645~~, and
21 CITY's Maximum Obligation hereunder shall be deemed to have decreased
22 accordingly. COUNTY shall reduce required payment by CITY in full for
23 such decreases on a pro-rata basis over the portion of the period between
24 July 1, 20~~1544~~ and June 30, 20~~1645~~ remaining after COUNTY notifies
25 CITY that the Maximum Obligation has decreased.

26 5-b. If CITY is required to pay for increases as set forth in Subsection G-5a
27 above, COUNTY, at the request of CITY, will thereafter reduce the level of
28 service provided to CITY pursuant to Subsection C-3 of this Agreement to a

1 level that will make the Maximum Obligation of CITY hereunder for the
2 period July 1, 20~~15~~¹⁴ through June 30, 20~~16~~¹⁵ an amount specified by
3 CITY that is equivalent to or higher or lower than the Maximum Obligation
4 set forth in Subsection G-3 for said period at the time this Agreement
5 originally was executed. The purpose of such adjustment of service levels
6 will be to give CITY the option of keeping its Maximum Obligation hereunder
7 at the pre-increase level or at any other higher or lower level specified by
8 CITY. In the event of such reduction in level of service and adjustment of
9 costs, the parties shall execute an amendment to this Agreement so
10 providing. Decisions about how to reduce the level of service provided to
11 CITY shall be made by SHERIFF with the approval of CITY.

12 6. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
13 approved County Billing Policy, which is attached hereto as Attachment B
14 and incorporated herein by this reference.

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

17 //

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

19 8. As payment for the Licensing Services described in Subsection C-7 of this
20 Agreement, COUNTY shall retain all fees paid by applicants for licenses
21 pursuant to CITY ordinances listed in Attachment A hereto. Retention of
22 said fees by COUNTY shall constitute payment in full to COUNTY for costs
23 incurred by COUNTY in performing the functions related to licensing
24 described in Subsection C-7; provided, however, that if any of said fees are
25 waived or reduced by CITY, CITY shall pay to COUNTY the difference
26 between the amount of fees retained by COUNTY and the fees that were set
27 forth in the ordinances listed in Attachment A at the time this Agreement was
28 executed. If CITY increases the fee schedule for the licensing ordinances

1 set forth in Attachment A, either party shall have the right to seek
2 amendment of this Agreement with respect to the division of the increased
3 fees between CITY and COUNTY.

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

7 10. Narcotic asset forfeitures will be handled pursuant to Attachment C hereto,
8 which is incorporated herein by this reference.

9 **H. NOTICES:**

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

14 **CITY:** ATTN: CITY MANAGER
15 200 CIVIC CENTER
16 MISSION VIEJO, CA 92691

17 //

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

19 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
20 SHERIFF-CORONER DEPARTMENT
21 320 NORTH FLOWER STREET, SUITE 108
22 SANTA ANA, CA 92703

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

26 **I. STATUS OF COUNTY:**

27 COUNTY is, and at all times shall be deemed to be, an independent contractor.
28 Nothing herein contained shall be construed as creating the relationship of

1 employer and employee, or principal and agent, between CITY and COUNTY or
2 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
3 all authority for rendition of services, standards of performance, control of
4 personnel, and other matters incident to the performance of services by
5 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
6 shall not be entitled to any rights or privileges of CITY employees and shall not
7 be considered in any manner to be CITY employees.

8 **J. STATE AUDIT:**

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

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18 **K. ALTERATION OF TERMS:**

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

24 **L. INDEMNIFICATION:**

25 1. COUNTY, its officers, agents, employees, subcontractors and independent
26 contractors shall not be deemed to have assumed any liability for the
27 negligence or any other act or omission of CITY or any of its officers, agents,
28 employees, subcontractors or independent contractors, or for any dangerous

1 or defective condition of any public street or work or property of CITY, or for
2 any illegality or unconstitutionality of CITY's municipal ordinances. CITY
3 shall indemnify and hold harmless COUNTY and its elected and appointed
4 officials, officers, agents employees, subcontractors and independent
5 contractors from any claim, demand or liability whatsoever based or asserted
6 upon the condition of any public street or work or property of CITY, or upon
7 the illegality or unconstitutionality of any municipal ordinance of CITY that
8 SHERIFF has enforced, or upon any act or omission of CITY, or its elected
9 and appointed officials, officers, agents, employees, subcontractors or
10 independent contractors related to this Agreement, including, but not limited
11 to, any act or omission related to the maintenance or condition of any vehicle
12 or motorcycle that is owned or possessed, and maintained by CITY, and
13 used by COUNTY personnel in the performance of this Agreement, for
14 property damage, bodily injury or death or any other element of damage of
15 any kind or nature, and CITY shall defend, at its expense including attorney
16 fees, and with counsel approved in writing by COUNTY, COUNTY and its
17 elected and appointed officials, officers, agents, employees, subcontractors

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

19 and independent contractors in any legal action or claim of any kind based
20 or asserted upon such condition of public street or work or property, or
21 illegality or unconstitutionality of a municipal ordinance, or alleged acts or
22 omissions. If judgment is entered against CITY and COUNTY by a court of
23 competent jurisdiction because of the concurrent active negligence of either
24 party, CITY and COUNTY agree that liability will be apportioned as
25 determined by the court. Neither party shall request a jury apportionment.

- 26 2. COUNTY shall indemnify and hold harmless CITY and its elected and
27 appointed officials, officers, agents, employees, subcontractors and
28 independent contractors from any claim, demand or liability whatsoever

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

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

11 1. COUNTY has established a Traffic Violator Apprehension Program [“the
12 Program”], which is operated by SHERIFF, and is designed to reduce
13 vehicle accidents caused by unlicensed drivers and drivers whose licenses
14 are suspended and to educate the public about the requirements of the
15 Vehicle Code and related safety issues with regard to driver licensing,
16 vehicle registration, vehicle operation, and vehicle parking. The Program
17 operates throughout the unincorporated areas of the COUNTY and in the

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

19 cities that contract with COUNTY for SHERIFF’s law enforcement services,
20 without regard to jurisdictional boundaries, because an area-wide approach
21 to reduction of traffic accidents and driver education is most effective in
22 preventing traffic accidents. In order for CITY to participate in the Program,
23 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
24 amount and under the terms and conditions set forth in the resolution that is
25 attached hereto as Attachment D and incorporated into this Agreement by
26 reference [hereinafter called a “TVAP resolution”], and has directed that the
27 revenue from such fee be used for the Program. CITY’s participation in the
28 Program may be terminated at any time by rescission or amendment of its

1 TVAP resolution that is attached hereto as Attachment D. In the event CITY
2 1) amends said TVAP resolution, or rescinds said TVAP resolution and
3 adopts a new TVAP resolution pertaining to the above-referenced fee and
4 the Program, and 2) remains a participant in the Program thereafter, CITY's
5 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
6 authority to execute an amendment of this Agreement to substitute CITY's
7 amended or new TVAP resolution for Attachment D hereto, as long as said
8 amendment to this Agreement does not materially change any other
9 provision of this Agreement.

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

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

- 14 • ~~TenFifteen~~ one hundredths of one (~~0.105~~) Sergeant
15 (~~842~~ hours per two-week pay period)
- 16 • One (1) Staff Specialist
17 (80 hours per two-week pay period)

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

- 19 • One (1) Office Specialist
20 (80 hours per two-week pay period)

21 4. Fee revenue generated by CITY may be used to reimburse CITY for
22 expenditures for equipment and/or supplies directly in support of the
23 Program. In order for an expenditure for equipment and/or supplies to be
24 eligible for reimbursement, CITY shall submit a request for and obtain pre-
25 approval of the expenditure by using the form as shown in Attachment E.
26 The request shall be submitted within the budget schedule established by
27 SHERIFF. SHERIFF shall approve the expenditure only if both of the
28 following conditions are satisfied: 1) there are sufficient Program funds,

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

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

- 10 5. In the event the fees adopted by COUNTY, CITY and other participating
11 jurisdictions are not adequate to continue operation of the Program at the
12 level at which it operated previously, COUNTY, at the option of CITY, will
13 reduce the level of Program service to be provided to CITY or will continue to
14 provide the existing level of Program services. COUNTY will charge CITY
15 the cost of any Program operations that exceed the revenue generated by
16 fees. Such charges shall be in addition to the Maximum Obligation of CITY
17 set forth in Subsection G-3 of this Agreement. The amount of any revenue

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

19 shortfall charged to CITY will be determined, at the time the revenue shortfall
20 is experienced, according to CITY's share of Program services rendered. In
21 the event of a reduction in level of Program service, termination of Program
22 service or adjustment of costs, the parties shall execute an amendment to
23 this Agreement so providing. Decisions about how to reduce the level of
24 Program service provided to CITY shall be made by SHERIFF with the
25 approval of CITY.

26 **N. MOBILE DATA COMPUTERS:**

- 27 1. As part of the law enforcement services to be provided to CITY, COUNTY
28 has provided, or will provide, mobile data computers (hereinafter called

1 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
2 designated by COUNTY for use within CITY limits.

- 3 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
4 services related to this Agreement.
- 5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
6 installation of MDCs that are or will be mounted in patrol vehicles and
7 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
8 by COUNTY, including the costs of maintenance and contributions to a fund
9 for replacement and upgrade of such MDCs when they become functionally
10 or technologically obsolete.

11 The costs to be paid by CITY for recurring costs, including maintenance and
12 replacement/upgrade of MDCs, are included in the costs set forth in
13 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
14 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
15 not be charged additional amounts for maintenance or replacement/upgrade
16 of said MDCs during the period July 1, 20~~15~~¹⁴ through June 30, 20~~15~~¹⁴.

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

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

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

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

7 **O. E-CITATION UNITS**

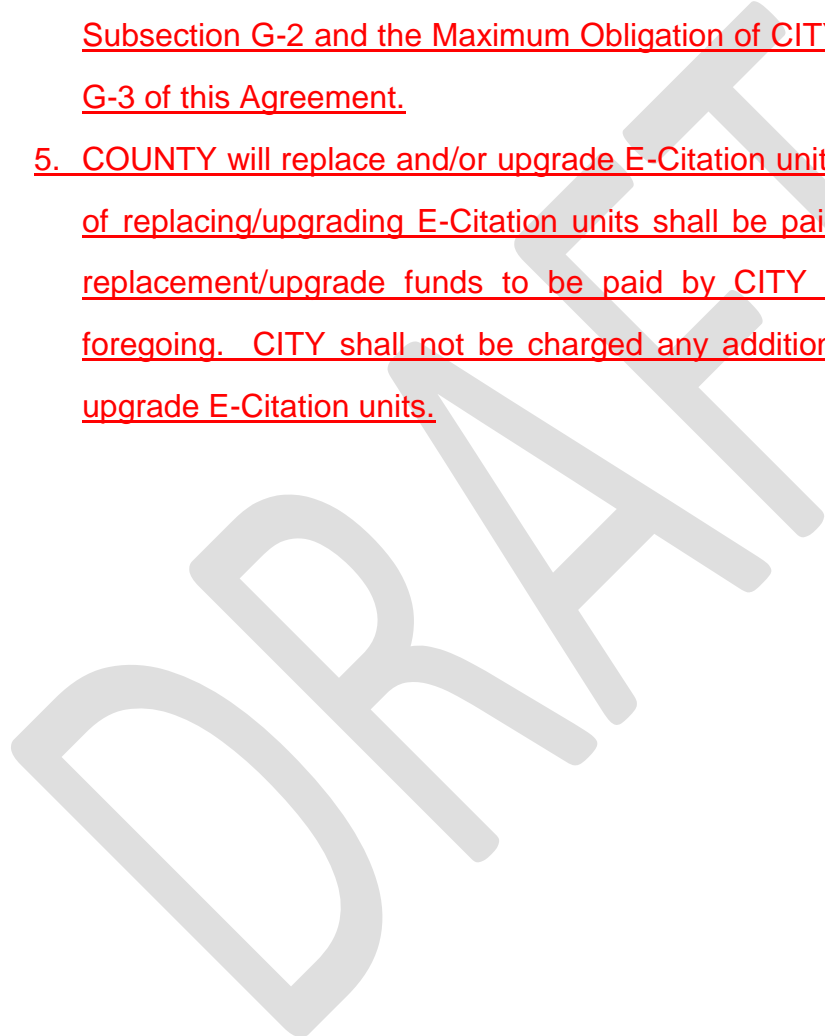
- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY
9 has provided, or will provide, E-Citation units designated by COUNTY for
10 use within CITY limits.
- 11 2. SHERIFF has the exclusive right to use said E-Citation units for law
12 enforcement services related to this Agreement.
- 13 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
14 E-Citation units that are assigned to CITY, and b) recurring costs, as deemed
15 necessary by COUNTY, including the costs of maintenance and contributions
16 to a fund for replacement and upgrade of such E-Citation units when they
17 become functionally or technologically obsolete.
18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of E-Citation units, are included in the costs set forth in
20 Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection
21 G-3 of this Agreement unless CITY has already paid such costs. CITY shall
22 not be charged additional amounts for maintenance or replacement/upgrade
23 of said E-Citation units during the period July 1, 2015 through June 30,
24 2016.
- 25 4. If, following the initial acquisition of E-Citation units referenced above, CITY
26 requires E-Citation units designated for use in CITY, COUNTY will purchase
27 said additional E-Citation units. Upon demand by COUNTY, CITY will pay to
28 COUNTY a) the full costs of acquisition of said additional E-Citation units,

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and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Subsection G-2 and the Maximum Obligation of CITY set forth in Subsection G-3 of this Agreement.

5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the foregoing. CITY shall not be charged any additional charge to replace or upgrade 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~~ Signed and certified that a copy of
~~this~~ AGREEMENT HAS BEEN DELIVERED TO THE CHAIR document has been delivered

~~to the Chair~~
~~of the Board per~~ OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

Susan Novak Robin Stieler
Interim Clerk of the Board ~~of Supervisors~~
County of Orange ~~County~~, California

APPROVED AS TO

FORM:

Office of the County Counsel
Orange County, California

BY: _____

Deputy

DATED: _____