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

THIS AGREEMENT is entered into this ~~Sixth~~ Fifteenth day of ~~June~~ May ~~2018~~ 2019, 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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3 **A. TERM:**

4 The term of this Agreement shall commence July 1, ~~2018-2019~~ and terminate
5 June 30, ~~2019~~2020, unless earlier terminated by either party or extended in the
6 manner set forth herein.

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

- 8 1. COUNTY or CITY may terminate this Agreement, without cause, upon
9 one-hundred and eighty (180) days written notice to the other party.
- 10 2. If COUNTY and CITY have not entered into a written agreement by
11 June 30, ~~2019-2020~~ for COUNTY to provide to CITY, during all or part of the
12 period between July 1, ~~2019-2020~~ and June 30, ~~2020~~2021, law enforcement
13 services similar to those specified herein, then SHERIFF, on behalf of
14 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to
15 execute a written amendment to this Agreement that provides as follows and
16 does not materially alter other terms of the Agreement: SHERIFF shall
17 continue to provide to CITY all or a designated part of the law enforcement
18 services specified herein, for a specified time period between July 1, ~~2019~~
19 ~~2020~~ and August 31, ~~2019~~2020, and CITY shall pay COUNTY the full costs
20 of providing such services. Such full costs may be greater than those listed
21 herein for the period July 1, ~~2018-2019~~ through June 30, ~~2019~~2020.
22 SHERIFF and CITY Manager shall file copies of any such amendments to
23 this Agreement with the Clerk of COUNTY's Board of Supervisors and
24 CITY's Clerk.

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

- 26 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
27 herein referred to as "SHERIFF", shall render to CITY law enforcement
28 services as hereinafter provided. Such services shall include the

1 enforcement of lawful State statutes and lawful municipal ordinances of
2 CITY other than licensing ordinances.

3 //

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

- 5 2. The night, day and evening patrol and supervisory shifts will be established
6 by SHERIFF. Personnel of each shift may work varying and different times
7 and may be deployed to other shifts when, in the opinion of SHERIFF and
8 CITY Manager, the need arises. Any long-term shift deployment change will
9 be reported to CITY's Council.
- 10 3. The level of service, other than for licensing, to be provided by the COUNTY
11 for the period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ is set forth in
12 Attachment A and incorporated herein by this reference.
- 13 4. For any service listed in Attachment A of this Agreement that is provided to
14 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
15 the option to terminate such service in the event the other city or cities that
16 contract(s) for the balance of the time of the employee providing the service
17 no longer pay(s) for such service and CITY does not request the Agreement
18 be amended to pay 100% of the cost of the employee providing such
19 service. The Maximum Obligation of CITY set forth in Subsection G-2 will be
20 adjusted accordingly.
- 21 5. All services contracted for in this Agreement may not be operational on the
22 precise date specified in this Agreement. In those instances, SHERIFF shall
23 notify CITY Manager of the date or dates such service or services are to be
24 implemented. COUNTY shall reduce the monthly charges to CITY, based
25 on the actual date of implementation of the service or services. Charges
26 shall be reduced on the next monthly billing tendered in accordance with
27 Subsection G-3 of this Agreement.
- 28

1 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
2 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
3 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
4 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to

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

6 CITY as soon as possible once the emergency situation is under control.

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

17 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is
18 authorized to execute written amendments to this Agreement to increase or
19 decrease the level of service set forth in Attachment A, when SHERIFF and
20 CITY mutually agree that such increase or decrease in the level of service is
21 appropriate. Any such amendment to the Agreement shall concomitantly
22 increase or decrease the cost of services payable by CITY set forth in
23 Attachment C and incorporated herein by this reference and the Maximum
24 Obligation of CITY set forth in Subsection G-2, in accordance with the
25 current year's COUNTY law enforcement cost study. SHERIFF and
26 appropriate CITY personnel shall file copies of any such amendments to this
27 Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's
28 Clerk. Amendments to this Agreement executed by SHERIFF and CITY

1 Manager may not, in the aggregate, increase or decrease the cost of
2 services payable by CITY by more than one percent (1%) of the total cost
3 originally set forth in Attachment C and the Maximum Obligation originally
4 set forth in Subsection G-2.

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

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

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

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

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

1 basis and are operated by private individuals or private entities on non-CITY
2 property. SHERIFF shall determine personnel and equipment needed for
3 such supplemental services, and will provide such supplemental services
4 only if SHERIFF is able to do so without reducing the normal and regular

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

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

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

1 by public entities on non-CITY property. SHERIFF shall determine
2 personnel and equipment needed for such supplemental services, and will
3 provide such supplemental services only if SHERIFF is able to do so
4 without reducing services that SHERIFF otherwise would provide to CITY

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

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

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

23 5. In accordance with Government Code Section 51350, COUNTY has
24 adopted Board Resolution 89-1160 which identifies Countywide services,
25 including but not limited to helicopter response. SHERIFF through this
26 contract provides enhanced helicopter response services. The cost of
27 enhanced helicopter response services is included in the cost of services set
28 forth in Attachment C and in the Maximum Obligation of CITY set forth in

1 Subsection G-2. COUNTY shall not charge any additional amounts for
2 enhanced helicopter services after the cost of services set forth in
3 Attachment C and in the Maximum Obligation set forth in Subsection G-2
4 has been established without written notification to the CITY.

5 **E. PATROL VIDEO SYSTEMS:**

- 6 1. As part of the law enforcement services to be provided to CITY, COUNTY
7 has provided, or will provide, patrol video systems (hereinafter called "PVS")
8 that are or will be mounted in patrol vehicles designated by COUNTY for use
9 within CITY service area.
- 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 Attachment C and the Maximum Obligation of CITY set forth in Subsection
21 G-2 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, ~~2018~~2019 through June 30,
24 ~~2019~~2020.

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

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
4 July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ shall be \$19,~~413,700~~968,791
5 as set forth in 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, ~~2018-2019~~
13 through June 30, ~~2019-2020~~ said invoices will require payment by CITY of
14 one-twelfth (1/12) of the Maximum Obligation of CITY, as said Maximum
15 Obligation may have been increased or decreased pursuant to mutual
16 agreement of the parties. If a determination is made that increases
17 described in Subsection G-4 must be paid, COUNTY thereafter shall
18 include the pro-rata charges for such increases in its monthly invoices to
19 CITY for the balance of the period between July 1, ~~2018-2019~~ and June 30,
20 ~~2019-2020~~.

21 4a. At the time this Agreement is executed, there are unresolved issues
22 pertaining to potential changes in salaries and benefits for COUNTY
23 employees. The costs of such potential changes are not included in the
24 Fiscal Year ~~2018-19~~2019-20 cost set forth in Attachment C nor in the Fiscal
25 Year ~~2018-19~~2019-20 Maximum Obligation of CITY set forth in Subsection
26 G-2 of this Agreement. If changes result in the COUNTY incurring or
27 becoming obligated to pay for increased costs for or on account of
28 personnel whose costs are included in the calculations of costs charged to

1 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
2 Obligation set forth in Subsection G-2 of this Agreement, the full costs of
3 said increases to the extent such increases are attributable to work
4 performed by such personnel after July 1, ~~2018~~2019, and CITY's Maximum
5 Obligation hereunder shall be deemed to have increased accordingly. CITY
6 shall pay COUNTY in full for such increases on a pro-rata basis over the
7 portion of the period between

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

9 July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~ remaining after COUNTY
10 notifies CITY that increases are payable. If the changes result in the
11 COUNTY incurring or becoming obligated to pay for decreased costs for or
12 on account of personnel whose costs are included in the calculations of
13 costs charged to CITY hereunder, COUNTY shall reduce the amount owed
14 by the CITY to the extent such decreases are attributable to work
15 performed by such personnel during the period July 1, ~~2018-2019~~ through
16 June 30, ~~2019-2020~~, and CITY's Maximum Obligation hereunder shall be
17 deemed to have decreased accordingly. COUNTY shall reduce required
18 payment by CITY in full for such decreases on a pro-rata basis over the
19 portion of the period between July 1, ~~2018-2019~~ and June 30, ~~2019-2020~~
20 remaining after COUNTY notifies CITY that the Maximum Obligation has
21 decreased.

- 22 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
23 above, COUNTY, at the request of CITY, will thereafter reduce the level of
24 service provided to CITY as set forth in Attachment A of this Agreement to a
25 level that will make the Maximum Obligation of CITY hereunder for the
26 period July 1, ~~2018-2019~~ through June 30, ~~2019-2020~~ an amount specified
27 by CITY that is equivalent to or higher or lower than the Maximum Obligation
28 set forth in Subsection G-2 for said period at the time this Agreement

1 originally was executed. The purpose of such adjustment of service levels
2 will be to give CITY the option of keeping its Maximum Obligation hereunder
3 at the pre-increase level or at any other higher or lower level specified by
4 CITY. In the event of such reduction in level of service and adjustment of
5 costs, the parties shall execute an amendment to this Agreement so
6 providing. Decisions about how to reduce the level of service provided to
7 CITY shall be made by SHERIFF with the approval of CITY.

8 //

9 **G. PAYMENT:** (Continued

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

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- 8. Fees generated or collected by SHERIFF contract personnel for copying of documents related to the services provided in this Agreement will be at COUNTY-established rates and will be credited to CITY on an annual basis.
- 9. Narcotic asset forfeitures will be handled pursuant to Attachment E hereto, which is incorporated herein by this reference.

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H. NOTICES:

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

CITY: ATTN: CITY MANAGER
 200 CIVIC CENTER
 MISSION VIEJO, CA 92691

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

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

I. STATUS OF COUNTY:

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or

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

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10 **J. STATE AUDIT:**

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

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 **L. INDEMNIFICATION: (Continued)**

11 independent contractors related to this Agreement, including, but not limited
12 to, any act or omission related to the maintenance or condition of any vehicle
13 or motorcycle that is owned or possessed, and maintained by CITY, and
14 used by COUNTY personnel in the performance of this Agreement, for
15 property damage, bodily injury or death or any other element of damage of
16 any kind or nature, and CITY shall defend, at its expense including attorney
17 fees, and with counsel approved in writing by COUNTY, COUNTY and its
18 elected and appointed officials, officers, agents, employees, subcontractors
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 cities that contract with COUNTY for SHERIFF’s law enforcement services,
19 without regard to jurisdictional boundaries, because an area-wide approach
20 to reduction of traffic accidents and driver education is most effective in
21 preventing traffic accidents. In order for CITY to participate in the Program,
22 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the
23 amount and under the terms and conditions set forth in the resolution that is
24 attached hereto as Attachment F and incorporated into this Agreement by
25 reference [hereinafter called a “TVAP resolution”], and has directed that the
26 revenue from such fee be used for the Program. CITY’s participation in the
27 Program may be terminated at any time by rescission or amendment of its
28 TVAP resolution that is attached hereto as Attachment F. In the event CITY

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

9 //

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

- 11 2. COUNTY will make available for review, at the request of CITY, all financial
12 data related to the Program as may be requested by CITY.
- 13 3. Fee revenue generated by COUNTY and participating cities will be used to
14 fund the following positions, which will be assigned to the Program:
- 15 • Ten one hundredths of one (0.10) Sergeant
16 (8 hours per two-week pay period)
 - 17 • One (1) Staff Specialist
18 (80 hours per two-week pay period)
 - 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 G.
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 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)

11 5. In the event the fees adopted by COUNTY, CITY and other participating
12 jurisdictions are not adequate to continue operation of the Program at the
13 level at which it operated previously, COUNTY, at the option of CITY, will
14 reduce the level of Program service to be provided to CITY or will continue to
15 provide the existing level of Program services. COUNTY will charge CITY
16 the cost of any Program operations that exceed the revenue generated by
17 fees. Such charges shall be in addition to the Maximum Obligation of CITY
18 set forth in Subsection G-2 of this Agreement. The amount of any revenue
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 **N. MOBILE DATA COMPUTERS:** (Continued)

11 or technologically obsolete.

12 The costs to be paid by CITY for recurring costs, including maintenance and
13 replacement/upgrade of MDCs, are included in the costs set forth in
14 Attachment C and the Maximum Obligation of CITY set forth in Subsection
15 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
16 not be charged additional amounts for maintenance or replacement/upgrade
17 of said MDCs during the period July 1, ~~2018-2019~~ through June 30,
18 ~~2019~~2020.

- 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 Attachment C and

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

- 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs 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 MDCs.

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O. E-CITATION UNITS:

- 1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
- 2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
- 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, 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.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, ~~2018~~2019 through June 30, ~~2019~~2020.

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4. If, following the initial acquisition of E-Citation units referenced above, CITY requires E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, 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 Attachment C and the Maximum Obligation of CITY set forth in

O. E-CITATION UNITS: (Continued)

Subsection G-2 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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11 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
12 in the County of Orange, State of California.

13 DATED: _____

14 CITY OF MISSION VIEJO

15 ATTEST: _____
16 City Clerk

17 BY: _____
18 Mayor

19 APPROVED AS TO FORM:

20 BY: _____
21 City Attorney

22 _____
23 DATED: _____

24 COUNTY OF ORANGE

25
26 BY: _____
27 Chairwoman of the Board of Supervisors
28 County of Orange, California

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

Attest:

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Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____

