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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 20165, which date is enumerated for purposes of reference only, by and between the CITY OF MISSION VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS:

WHEREAS, CITY wishes to contract with COUNTY for law enforcement services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Sections 51301 and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 ~~A.~~ **A. TERM:**

2 The term of this Agreement shall commence July 1, 201~~65~~ and terminate
3 June 30, 201~~76~~, unless earlier terminated by either party or extended in the
4 manner set forth herein.

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

- 6 1. COUNTY or CITY may terminate this Agreement, without cause, upon one
7 hundred and eighty (180) days written notice to the other party.
- 8 2. If COUNTY and CITY have not entered into a written agreement by June 30,
9 201~~76~~ for COUNTY to provide to CITY, during all or part of the period
10 between July 1, 201~~76~~ and June 30, 201~~87~~, law enforcement services
11 similar to those specified herein, then SHERIFF, on behalf of COUNTY, and
12 CITY's Manager, on behalf of CITY, are authorized to execute a written
13 amendment to this Agreement that provides as follows and does not
14 materially alter other terms of the Agreement: SHERIFF shall continue to
15 provide to CITY all or a designated part of the law enforcement services
16 specified herein, for a specified time period between July 1, 201~~76~~ and
17 August 31, 201~~76~~, and CITY shall pay COUNTY the full costs of providing
18 such services. Such full costs may be greater than those listed herein for
19 the period July 1, 201~~65~~ through June 30, 201~~76~~. SHERIFF and CITY
20 Manager shall file copies of any such amendments to this Agreement with
21 the Clerk of COUNTY's Board of Supervisors and CITY's Clerk.

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

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

28 //

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

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

7 3. The level of service, other than for licensing, to be provided by the COUNTY
8 for the period July 1, 201~~6~~⁵ through June 30, 201~~7~~⁶ is set forth in
9 Attachment A and incorporated herein by this reference., 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 (each 80 hours per two-week pay period)~~

18 • ~~One (1) Investigative Assistant~~

19 ~~(80 hours per two-week pay period)~~

20 **Patrol Services:**

21 • ~~Thirty-two (32) Deputy Sheriff IIs~~

22 ~~(each 80 hours per two-week pay period)~~

23 • ~~One (1) Deputy Sheriff II - Canine~~

24 ~~(80 hours per two-week pay period)~~

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

27 **Traffic Services:**

28 • ~~Eight (8) Deputy Sheriff IIs - Motorcycle~~

1 ~~(each 80 hours per two-week pay period)~~

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

3 ~~• Six (6) Community Services Officers~~

4 ~~(each 80 hours per two-week pay period)~~

5 ~~Deployment to be determined by SHERIFF in cooperation with CITY~~
6 ~~Manager.~~

7 ~~**School Resource Services:**~~

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

9 ~~**Commercial Vehicle Enforcement Unit:**~~

10 ~~• One half of one (0.50) Deputy Sheriff II~~

11 ~~(40 hours per two-week pay period)~~

12 ~~**Crime Prevention:**~~

13 ~~• Two (2) Crime Prevention Specialists~~

14 ~~(each 80 hours per two-week pay period)~~

15 ~~**Regional / Shared Staff and Extra Help:**~~

16 ~~• 17.75 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~

17 ~~• 17.75 percent of four (4) Deputy Sheriff IIs — Traffic~~

18 ~~• 17.75 percent of two (2) Investigative Assistants — Traffic~~

19 ~~• 17.75 percent of one (1) Office Specialist — Traffic~~

20 ~~• 6.04 percent of thirty one hundredths of one (0.30) Sergeant — Auto Theft~~

21 ~~• 6.04 percent of two (2) Investigators — Auto Theft~~

22 ~~• 6.04 percent of one (1) Investigative Assistant — Auto Theft~~

23 ~~• 6.04 percent of one (1) Office Specialist — Auto Theft~~

24 ~~• 13.93 percent of one (1) Sergeant — Directed Enforcement Team (DET)~~

25 ~~• 13.93 percent of one (1) Investigator — Directed Enforcement Team (DET)~~

26 ~~• 17.27 percent of one (1) Office Specialist — Subpoena~~

27 ~~• 33.09 percent of two (2) Investigative Assistants — Court~~

28 ~~• 25.00 percent of one half of one (0.50) Motorcycle Sergeant~~

1 • ~~Extra Help services as needed~~

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

- 3 4. For any service listed in ~~Subsection C-3~~Attachment A of this Agreement that
4 is provided to CITY at less than 100% of a full-time SHERIFF position,
5 COUNTY retains the option to terminate such service in the event the other
6 city or cities that contract(s) for the balance of the time of the employee
7 providing the service no longer pay(s) for such service and CITY does not
8 request the Agreement be amended to pay 100% of the cost of the
9 employee providing such service. The Maximum Obligation of CITY set forth
10 in Subsection G-~~23~~ will be adjusted accordingly.
- 11 5. All services contracted for in this Agreement may not be operational on the
12 precise date specified in this Agreement. In those instances, SHERIFF shall
13 notify CITY Manager of the date or dates such service or services are to be
14 implemented. COUNTY shall reduce the monthly charges to CITY, based
15 on the actual date of implementation of the service or services. Charges
16 shall be reduced on the next monthly billing tendered in accordance with
17 Subsection G-~~34~~ of this Agreement.
- 18 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
19 leave in CITY the Lieutenant in charge of CITY Police Services. If SHERIFF
20 determines that the Lieutenant is needed elsewhere, SHERIFF will notify
21 CITY's Manager within four (4) hours. SHERIFF will return the Lieutenant to
22 CITY as soon as possible once the emergency situation is under control.
- 23 7. With respect to the licensing ordinances of CITY listed in Attachment BA
24 hereto, which is incorporated herein by this reference, SHERIFF shall
25 receive applications for CITY licenses pursuant to said ordinances and
26 complete investigations relating to such applications. Said investigations
27 shall be forwarded to CITY Manager. COUNTY shall not provide any
28

1 advisory, administrative, hearing or litigation attorney support or services
2 related to licensing. COUNTY shall not provide any administrative or

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

4 investigatory services related to the licensing ordinances listed in Attachment
5 ~~BA~~ hereto, except the investigations relating to initial applications for which
6 this subsection provides.

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

23 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
24 required before execution of any amendment that brings the aggregate total
25 of changes in costs payable by CITY to more than one percent (1%) of the
26 total cost originally set forth in ~~Subsection G-2~~Attachment C and the
27 Maximum Obligation originally set forth in Subsection G-~~23~~ of this
28 Agreement.

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

- 2 1. Enhanced services for events on CITY property. At the request of CITY,
3 through its City Manager, SHERIFF may provide enhanced law enforcement
4 services for functions, such as community events, conducted on property

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

6 that is owned, leased or operated by CITY. SHERIFF shall determine
7 personnel and equipment needed for such enhanced services. To the
8 extent the services provided at such events are at a level greater than that
9 specified in ~~Subsection G-3~~Attachment A of this Agreement, CITY shall
10 reimburse COUNTY for such additional services, at an amount computed by
11 SHERIFF, based on the current year's COUNTY law enforcement cost
12 study. The cost of these enhanced services shall be in addition to the
13 Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this
14 Agreement. SHERIFF shall bill CITY immediately after each such event.

- 15 2. Supplemental services for occasional events operated by private individuals
16 and entities on non-CITY property. At the request of CITY, through its City
17 Manager, and within the limitations set forth in this ~~S~~subsection D-2,
18 SHERIFF may provide supplemental law enforcement services to preserve
19 the peace at special events or occurrences that occur on an occasional
20 basis and are operated by private individuals or private entities on non-CITY
21 property. SHERIFF shall determine personnel and equipment needed for
22 such supplemental services, and will provide such supplemental services
23 only if SHERIFF is able to do so without reducing the normal and regular
24 ongoing services that SHERIFF otherwise would provide to CITY pursuant
25 to this Agreement. Such supplemental services shall be provided only by
26 regularly appointed full-time peace officers, at rates of pay governed by a
27 Memorandum of Understanding between COUNTY and the bargaining
28 unit(s) representing the peace officers providing the services. Such

1 supplemental services shall include only law enforcement duties and shall
2 not include services authorized to be provided by a private patrol operator,
3 as defined in Section 7582.1 of the Business and Professions Code. Law
4 enforcement support functions, including, but not limited to, clerical

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

6 functions and forensic science services, may be performed by non-peace
7 officer personnel if the services do not involve patrol or keeping the peace
8 and are incidental to the provision of law enforcement services. CITY shall
9 reimburse COUNTY its full, actual costs of providing such supplemental
10 services at an amount computed by SHERIFF, based on the current year's
11 COUNTY law enforcement cost study. The cost of these supplemental
12 services shall be in addition to the Maximum Obligation of CITY set forth in
13 Subsection G-~~23~~ of this Agreement. SHERIFF shall bill CITY immediately
14 after each such event.

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

1 Maximum Obligation of CITY set forth in Subsection G-~~23~~ of this
2 Agreement. SHERIFF shall bill CITY immediately after each such event.

- 3 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
4 the services of SHERIFF at events, for which CITY issues permits, that are
5 operated by private individuals or entities or public entities. SHERIFF shall

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

7 determine personnel and equipment needed for said events. If said events
8 are in addition to the level of services listed in ~~Subsection G-3~~Attachment A
9 of this Agreement, CITY shall reimburse COUNTY for such additional
10 services at an amount computed by SHERIFF, based upon the current
11 year's COUNTY law enforcement cost study. The cost of these services
12 shall be in addition to the Maximum Obligation of CITY set forth in
13 Subsection G-~~23~~ of this Agreement. SHERIFF shall bill City immediately
14 after said services are rendered.

- 15 5. In accordance with Government Code Section 51350, COUNTY has
16 adopted Board Resolution 89-1160 which identifies Countywide services,
17 including but not limited to helicopter response. SHERIFF through this
18 contract provides enhanced helicopter response services. The cost of
19 enhanced helicopter response services is included in the cost of services set
20 forth in ~~Subsection G-2~~Attachment C and in the Maximum Obligation of
21 CITY set forth in Subsection G-~~23~~. COUNTY shall not charge any additional
22 amounts for enhanced helicopter services after the cost of services set forth
23 in ~~Subsection G-2~~Attachment C and in the Maximum Obligation set forth in
24 Subsection G-~~23~~ has been established without written notification to the
25 CITY.

26 **E. PATROL VIDEO SYSTEMS:**

- 27 1. As part of the law enforcement services to be provided to CITY, COUNTY
28 has provided, or will provide, patrol video systems (hereinafter called "PVS")

1 that are or will be mounted in patrol vehicles designated by COUNTY for use
2 within CITY service area.

- 3 2. SHERIFF has the exclusive right to use said PVS 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 Patrol Video Systems that are or will be mounted in patrol

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

8 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
9 COUNTY, including the costs of maintenance and contributions to a fund for
10 replacement and upgrade of such PVS when they become functionally or
11 technologically obsolete.

12 The costs to be paid by CITY for recurring costs, including maintenance and
13 replacement/upgrade of PVS, are included in the costs set forth in
14 ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth
15 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such
16 costs. CITY shall not be charged additional amounts for maintenance or
17 replacement/upgrade of said PVS during the period July 1, 201~~6~~5 through
18 June 30, 201~~7~~6.

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

1 in ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set
2 forth in Subsection G-~~23~~ of this Agreement.

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

8 //

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

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

16 **G. PAYMENT:**

- 17 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
18 COUNTY the full costs of performing the services mutually agreed upon in
19 this Agreement. The costs of services include salaries, wages, benefits,
20 mileage, services, supplies, equipment, and divisional, departmental and
21 COUNTY General overhead.
- 22 2. Unless the level of service ~~set forth in Attachment A described in Subsection~~
23 ~~C-3~~ is increased or decreased pursuant to mutual agreement of the parties,
24 or CITY is required to pay for increases as set forth in Subsection G-~~45~~, the
25 Maximum Obligation of CITY~~city for services, full cost of services described~~
26 ~~in Subsection C-3 of this Agreement~~, other than Licensing Services, set forth
27 in Attachment A of this Agreement, to be provided by the COUNTY for the
28

1 period July 1, 201~~65~~ through June 30, 201~~76~~ shall be \$18,352,156 as set
 2 forth in Attachment C. follows:

3 SERVICE COST OF SERVICE

4 **Management:**

5 • ~~One (1) Lieutenant~~

6 @ ~~\$318,682/each~~ ~~\$ 318,682~~

7 **Supervision:**

8 • ~~Four (4) Sergeants - Patrol~~

9 @ ~~\$277,306/each~~ ~~\$ 1,109,224~~

10 • ~~One (1) Sergeant - Administrative~~

11 @ ~~\$277,306/each~~ ~~\$ 277,306~~

12 #

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

14 SERVICE COST OF SERVICE

15 • ~~One half of one (0.50) Sergeant - Motorcycle~~

16 @ ~~\$260,888/each (net amount excludes overtime)~~ ~~\$ 130,444~~

17 **Investigation Services:**

18 • ~~Four (4) Investigators~~

19 @ ~~\$274,542/each~~ ~~\$ 1,098,168~~

20 • ~~One (1) Investigative Assistant~~

21 @ ~~\$151,434/each~~ ~~\$ 151,434~~

22 **Patrol Services:**

23 • ~~Thirty-two (32) Deputy Sheriff IIs - Patrol~~

24 @ ~~\$230,176/each~~ ~~\$ 7,365,632~~

25 • ~~One (1) Deputy Sheriff II - Canine~~

26 @ ~~\$250,089/each~~ ~~\$ 250,089~~

27 **Traffic Services:**

28 • ~~Eight (8) Deputy Sheriff IIs - Motorcycle~~

1 @ \$235,359/each \$ 1,882,872

2 • Six (6) Community Services Officers

3 @ \$113,793/each \$ 682,758

4 **School Resource Services:**

5 • Five (5) Deputy Sheriff IIs

6 @ \$230,176/each \$ 1,150,880

7 **Commercial Vehicle Enforcement Unit:**

8 • One half one (0.50) Deputy Sheriff II

9 @ \$230,184/each \$ 115,092

10 **Crime Prevention:**

11 • Two (2) Crime Prevention Specialists

12 @ \$92,914/each \$ 185,828

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

14 **SERVICE COST OF SERVICE**

15 **Regional / Shared Staff and Extra Help:**

16 • 17.75% of sixty one hundredths of one (0.60) Sergeant – Traffic

17 @ \$281,289/each \$ 29,957

18 • 17.75% of four (4) Deputy Sheriff IIs – Traffic

19 @ \$245,706/each

20 \$ 174,451

21 • 17.75% of two (2) Investigative Assistants – Traffic

22 @ \$115,074/each \$ 40,851

23 • 17.75% of one (1) Office Specialist – Traffic

24 @ \$92,928/each \$ 16,495

25 • 6.04% of thirty one hundredths of one (0.30) Sergeant – Auto Theft

26 @ \$280,513/each \$ 5,083

27 • 6.04% of two (2) Investigators – Auto Theft

28 @ \$251,035/each \$ 30,325

1	• 6.04% of one (1) Investigative Assistant – Auto Theft	
2	@ \$119,265/each	\$ 7,204
3	• 6.04% of one (1) Office Specialist – Auto Theft	
4	@ \$91,980/each	\$ 5,556
5	• 13.93% of one (1) Sergeant – Directed Enforcement Team (DET)	
6	@ \$379,854/each	\$ 52,914
7	• 13.93% of one (1) Investigator – Directed Enforcement Team (DET)	
8	@ \$300,961/each	\$ 41,924
9	• 17.27% of one (1) Office Specialist – Subpoena	
10	@ \$84,796/each	\$ 14,644
11	• 33.09% of two (2) Investigative Assistants – Court	
12	@ \$116,740/each	\$ 77,259

#

~~G. PAYMENT: (Continued)~~

<u>SERVICE</u>	<u>COST OF SERVICE</u>
-----------------------	-------------------------------

16	• 25.00% of one half of one (0.50) Motorcycle Sergeant	
17	@ \$308,496/each	\$ 38,562
18	• Extra Help services as needed	\$ 43,086
19	Other Charges and Credits:	\$ 2,249,335

20 **Charges:** ~~Annual leave paydowns and apportionment of cost of~~
 21 ~~leave balances paid at end of employment; premium pay for~~
 22 ~~bilingual staff; contract administration; data line charges; direct~~
 23 ~~services and supplies; E-citation; enhanced helicopter response~~
 24 ~~services; facility lease; holiday pay; comp and straight time;~~
 25 ~~Integrated Law & Justice Agency of Orange County; mobile data~~
 26 ~~computer (MDC) recurring cost; on-call pay; overtime; patrol~~
 27 ~~training cost allocation; patrol video system (PVS) recurring costs;~~
 28 ~~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; false alarm fees; overtime rate adjustment; reimbursement for training and miscellaneous programs; retirement rate discount FY 2015-16.~~

~~**TOTAL COST OF SERVICES** **\$ 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 \$17,546,055 for the period July 1, 2015 through June 30, 2016.~~

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

//

G. PAYMENT: (Continued)

~~34.~~ COUNTY shall invoice CITY monthly. For the period July 1, 201~~6~~⁵ through June 30, 201~~7~~⁶ 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-~~4~~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, 201~~6~~⁵ and June 30, 201~~7~~⁶.

1 45-a. At the time this Agreement is executed, there are unresolved issues
2 pertaining to potential changes in salaries and benefits for COUNTY
3 employees. The costs of such potential changes are not included in the
4 Fiscal Year 20165-176 cost set forth in Attachment C Subsection G-2 nor in
5 the Fiscal Year 165-176 Maximum Obligation of CITY set forth in
6 Subsection G-23 of this Agreement. If changes result in the COUNTY
7 incurring or becoming obligated to pay for ~~increased~~ costs for or on
8 account of personnel whose costs are included in the calculations of costs
9 charged to CITY hereunder, CITY shall pay COUNTY, in addition to the
10 Maximum Obligation set forth in Subsection G-23 of this Agreement, the full
11 costs of said increases to the extent such increases are attributable to work
12 performed by such personnel after July 1, 20165, and CITY's Maximum
13 Obligation hereunder shall be deemed to have increased accordingly. CITY
14 shall pay COUNTY in full for such increases on a pro-rata basis over the
15 portion of the period between July 1, 20165 and June 30, 20176 remaining
16 after COUNTY notifies CITY that increases are payable. If the changes
17 result in the COUNTY incurring or becoming obligated to pay for decreased
18 costs for or on account of personnel whose costs are included in the
19 calculations of costs charged to CITY hereunder, COUNTY shall reduce the
20 amount owed by the CITY to

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

22 the extent such decreases are attributable to work performed by such
23 personnel during the period July 1, 20165 through June 30, 20176, and
24 CITY's Maximum Obligation hereunder shall be deemed to have decreased
25 accordingly. COUNTY shall reduce required payment by CITY in full for
26 such decreases on a pro-rata basis over the portion of the period between
27 July 1, 20165 and June 30, 20176 remaining after COUNTY notifies CITY
28 that the Maximum Obligation has decreased.

1 ~~45~~-b. If CITY is required to pay for increases as set forth in Subsection G-~~45~~a
2 above, COUNTY, at the request of CITY, will thereafter reduce the level of
3 service provided to CITY ~~as set forth in Attachment A pursuant to Subsection~~
4 ~~C-3~~ of this Agreement to a level that will make the Maximum Obligation of
5 CITY hereunder for the period July 1, 201~~65~~ through June 30, 201~~76~~ an
6 amount specified by CITY that is equivalent to or higher or lower than the
7 Maximum Obligation set forth in Subsection G-~~23~~ for said period at the time
8 this Agreement originally was executed. The purpose of such adjustment of
9 service levels will be to give CITY the option of keeping its Maximum
10 Obligation hereunder at the pre-increase level or at any other higher or lower
11 level specified by CITY. In the event of such reduction in level of service
12 and adjustment of costs, the parties shall execute an amendment to this
13 Agreement so providing. Decisions about how to reduce the level of service
14 provided to CITY shall be made by SHERIFF with the approval of CITY.

15 ~~56~~. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors'
16 approved County Billing Policy, which is attached hereto as Attachment ~~DB~~
17 and incorporated herein by this reference.

18 ~~67~~. COUNTY shall charge CITY late payment penalties in accordance with
19 County Billing Policy.

20 //

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

22 ~~8~~. ~~7~~. As payment for the Licensing Services described in Subsection C-7 of
23 this Agreement, COUNTY shall retain all fees paid by applicants for licenses
24 pursuant to CITY ordinances listed in Attachment ~~BA~~ hereto. Retention of said
25 fees by COUNTY shall constitute payment in full to COUNTY for costs incurred
26 by COUNTY in performing the functions related to licensing described in
27 Subsection C-7; provided, however, that if any of said fees are waived or
28 reduced by CITY, CITY shall pay to COUNTY the difference between the

1 amount of fees retained by COUNTY and the fees that were set forth in the
2 ordinances listed in Attachment BA at the time this Agreement was executed. If
3 CITY increases the fee schedule for the licensing ordinances set forth in
4 Attachment BA, either party shall have the right to seek amendment of this
5 Agreement with respect to the division of the increased fees between CITY and
6 COUNTY.

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

10 940. Narcotic asset forfeitures will be handled pursuant to Attachment EG hereto,
11 which is incorporated herein by this reference.

12 **H. NOTICES:**

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

17 **CITY:** ATTN: CITY MANAGER
18 200 CIVIC CENTER
19 MISSION VIEJO, CA 92691

20 //

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

22 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
23 SHERIFF-CORONER DEPARTMENT
24 320 NORTH FLOWER STREET, SUITE 108
25 SANTA ANA, CA 92703

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

1 **I. STATUS OF COUNTY:**

2 COUNTY is, and at all times shall be deemed to be, an independent contractor.
3 Nothing herein contained shall be construed as creating the relationship of
4 employer and employee, or principal and agent, between CITY and COUNTY or
5 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall retain
6 all authority for rendition of services, standards of performance, control of
7 personnel, and other matters incident to the performance of services by
8 COUNTY pursuant to this Agreement. COUNTY, its agents and employees
9 shall not be entitled to any rights or privileges of CITY employees and shall not
10 be considered in any manner to be CITY employees.

11 **J. STATE AUDIT:**

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

19 //

20 //

21 **K. ALTERATION OF TERMS:**

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

27 **L. INDEMNIFICATION:**

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

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

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

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

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

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

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

24 cities that contract with COUNTY for SHERIFF’s law enforcement services,
25 without regard to jurisdictional boundaries, because an area-wide approach
26 to reduction of traffic accidents and driver education is most effective in
27 preventing traffic accidents. In order for CITY to participate in the Program,
28 CITY has adopted a fee pursuant to Vehicle Code Section 22850.5, in the

1 amount and under the terms and conditions set forth in the resolution that is
2 attached hereto as Attachment ~~FD~~ and incorporated into this Agreement by
3 reference [hereinafter called a “TVAP resolution”], and has directed that the
4 revenue from such fee be used for the Program. CITY’s participation in the
5 Program may be terminated at any time by rescission or amendment of its
6 TVAP resolution that is attached hereto as Attachment ~~FD~~. In the event
7 CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and
8 adopts a new TVAP resolution pertaining to the above-referenced fee and
9 the Program, and 2) remains a participant in the Program thereafter, CITY’s
10 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
11 authority to execute an amendment of this Agreement to substitute CITY’s
12 amended or new TVAP resolution for Attachment ~~FD~~ hereto, as long as said
13 amendment to this Agreement does not materially change any other
14 provision of this Agreement.

- 15 2. COUNTY will make available for review, at the request of CITY, all financial
16 data related to the Program as may be requested by CITY.
- 17 3. Fee revenue generated by COUNTY and participating cities will be used to
18 fund the following positions, which will be assigned to the Program:
- 19 • ~~Fifteen~~~~Ten~~ one hundredths of one (0.1~~50~~) Sergeant
20 (~~128~~ hours per two-week pay period)
 - 21 • One (1) Staff Specialist
22 (80 hours per two-week pay period)

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

- 24 • One (1) Office Specialist
25 (80 hours per two-week pay period)
- 26 4. Fee revenue generated by CITY may be used to reimburse CITY for
27 expenditures for equipment and/or supplies directly in support of the
28 Program. In order for an expenditure for equipment and/or supplies to be

1 eligible for reimbursement, CITY shall submit a request for and obtain pre-
2 approval of the expenditure by using the form as shown in Attachment GE.
3 The request shall be submitted within the budget schedule established by
4 SHERIFF. SHERIFF shall approve the expenditure only if both of the
5 following conditions are satisfied: 1) there are sufficient Program funds,
6 attributable to revenue generated by CITY'S fee, to pay for the requested
7 purchase, and 2) CITY will use the equipment and/or supplies, during their
8 entire useful life, only for purposes authorized by its TVAP resolution in
9 effect at the time of purchase.

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

- 15 5. In the event the fees adopted by COUNTY, CITY and other participating
16 jurisdictions are not adequate to continue operation of the Program at the
17 level at which it operated previously, COUNTY, at the option of CITY, will
18 reduce the level of Program service to be provided to CITY or will continue to
19 provide the existing level of Program services. COUNTY will charge CITY
20 the cost of any Program operations that exceed the revenue generated by
21 fees. Such charges shall be in addition to the Maximum Obligation of CITY
22 set forth in Subsection G-2G-3 of this Agreement. The amount of any
23 revenue

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

25 shortfall charged to CITY will be determined, at the time the revenue shortfall
26 is experienced, according to CITY's share of Program services rendered. In
27 the event of a reduction in level of Program service, termination of Program
28 service or adjustment of costs, the parties shall execute an amendment to

1 this Agreement so providing. Decisions about how to reduce the level of
2 Program service provided to CITY shall be made by SHERIFF with the
3 approval of CITY.

4 **N. MOBILE DATA COMPUTERS:**

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

18 The costs to be paid by CITY for recurring costs, including maintenance and
19 replacement/upgrade of MDCs, are included in the costs set forth in
20 ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth
21 in Subsection G-~~23~~ of this Agreement unless CITY has already paid such
22 costs. CITY shall not be charged additional amounts for maintenance or
23 replacement/upgrade of said MDCs during the period July 1, 201~~6~~5 through
24 June 30, 201~~7~~6.

- 25 4. If, following the initial acquisition of MDCs referenced above, CITY requires
26 MDCs for additional patrol cars or motorcycles designated for use in CITY,
27 or for CITY's Emergency Operations Center, COUNTY will purchase said
28 additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a)

1 the full costs of acquisition and installation of said additional MDCs, and b)
2 the full recurring costs for said MDCs, as deemed necessary by COUNTY,
3 including the costs of maintenance, and contributions to a fund for
4 replacement and upgrade of such MDCs when they become functionally or
5 technologically obsolete. Said costs related to additional MDCs are not
6 included in, and are in addition to, the costs set forth in Attachment
7 CSubsection G-2 and the Maximum Obligation of CITY set forth in
8 Subsection G-~~2~~3 of this Agreement.

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

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

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

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

25 The costs to be paid by CITY for recurring costs, including maintenance and
26 replacement/upgrade of E-Citation units, are included in the costs set forth in
27 Attachment CSubsection G-2 and the Maximum Obligation of CITY set forth
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in Subsection G-~~23~~ 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, 201~~65~~ through June 30, 201~~76~~.

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 ~~Subsection G-2~~Attachment C and the Maximum Obligation of CITY set forth in Subsection G-~~23~~ 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: _____

Chairwoman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler

~~Interim~~ Clerk of the Board
County of Orange, California

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

BY: _____

Deputy

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DATED: _____

DRAFT