

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

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THIS AGREEMENT is entered into this First day of June 2024, 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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A. TERM:

The term of this Agreement shall commence July 1, 2024 and terminate June 30, 2025, unless earlier terminated by either party or extended in the manner set forth herein.

B. OPTIONAL TERMINATION OR EXTENSION:

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

C. REGULAR SERVICES BY COUNTY:

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

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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, 2024 through June 30, 2025 is set forth in
9 Attachment A.
- 10 4. For any service listed in Attachment A of this Agreement that is provided to
11 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
12 the option to terminate such service in the event the other city or cities that
13 contract(s) for the balance of the time of the employee providing the service
14 no longer pay(s) for such service and CITY does not request the Agreement
15 be amended to pay 100% of the cost of the employee providing such
16 service. The Maximum Obligation of CITY set forth in Subsection G-2 will
17 be adjusted accordingly.
- 18 5. All services contracted for in this Agreement may not be operational on the
19 precise date specified in this Agreement. In those instances, SHERIFF
20 shall notify CITY Manager of the date or dates such service or services are
21 to be implemented. COUNTY shall reduce the monthly charges to CITY,
22 based on the actual date of implementation of the service or services.
23 Charges shall be reduced on the next monthly billing tendered in
24 accordance with Subsection G-3 of this Agreement.
- 25 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to
26 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF
27 determines that the Captain is needed elsewhere, SHERIFF will notify
28 CITY's Manager within four (4) hours. SHERIFF will return the Captain to

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

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

- 3 7. With respect to the licensing ordinances of CITY listed in Attachment B,
4 SHERIFF shall receive applications for CITY licenses pursuant to said
5 ordinances and complete investigations relating to such applications. Said
6 investigations shall be forwarded to CITY Manager. COUNTY shall not
7 provide any advisory, administrative, hearing or litigation attorney support or
8 services related to licensing. COUNTY shall not provide any administrative
9 or investigatory services related to the licensing ordinances listed in
10 Attachment B, except the investigations relating to initial applications for
11 which this subsection provides.
- 12 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is
13 authorized to execute written amendments to this Agreement to increase or
14 decrease the level of service set forth in Attachment A, when SHERIFF and
15 CITY mutually agree that such increase or decrease in the level of service is
16 appropriate. Any such amendment to the Agreement shall concomitantly
17 increase or decrease the cost of services payable by CITY set forth in
18 Attachment C and the Maximum Obligation of CITY set forth in Subsection
19 G-2, in accordance with the current year's COUNTY law enforcement cost
20 study. SHERIFF and appropriate CITY personnel shall file copies of any
21 such amendments to this Agreement with the Clerk of COUNTY's Board of
22 Supervisors and CITY's Clerk. Except for costs related to Sections G-4a
23 and G-4b, changes to this Agreement executed by SHERIFF and CITY
24 Manager may not, in the aggregate, increase or decrease the cost of
25 services payable by CITY by more than one percent (1%) of the total cost
26 originally set forth in Attachment C and the Maximum Obligation originally
27 set forth in Subsection G-2.

28 //

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

2 Except for changes under Sections G-4a and G-4b, prior approval by
3 COUNTY's Board of Supervisors and CITY's Council is required before
4 execution of any amendment that brings the aggregate total of changes in
5 costs payable by CITY to more than one percent (1%) of the total cost
6 originally set forth in Attachment C and the Maximum Obligation originally
7 set forth in Subsection G-2 of this Agreement.

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

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

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

2 supplemental services only if SHERIFF is able to do so without reducing
3 the normal and regular ongoing services that SHERIFF otherwise would
4 provide to CITY pursuant to this Agreement. Such supplemental services
5 shall be provided only by regularly appointed full-time peace officers, at
6 rates of pay governed by a Memorandum of Understanding between
7 COUNTY and the bargaining unit(s) representing the peace officers
8 providing the services. Such supplemental services shall include only law
9 enforcement duties and shall not include services authorized to be
10 provided by a private patrol operator, as defined in Section 7582.1 of the
11 Business and Professions Code. Law enforcement support functions,
12 including, but not limited to, clerical functions and forensic science
13 services, may be performed by non-peace officer personnel if the services
14 do not involve patrol or keeping the peace and are incidental to the
15 provision of law enforcement services. CITY shall reimburse COUNTY its
16 full, actual costs of providing such supplemental services at an amount
17 computed by SHERIFF, based on the current year's COUNTY law
18 enforcement cost study. The cost of these supplemental services shall be
19 in addition to the Maximum Obligation of CITY set forth in Subsection G-2
20 of this Agreement. SHERIFF shall bill CITY immediately after each such
21 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 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY: (Continued)**

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

10 4. Notwithstanding the foregoing, CITY, through its permit process, may
11 utilize the services of SHERIFF at events, for which CITY issues permits,
12 that are operated by private individuals or entities or public entities.
13 SHERIFF shall determine personnel and equipment needed for said
14 events. If said events are in addition to the level of services listed in
15 Attachment A of this Agreement, CITY shall reimburse COUNTY for such
16 additional services at an amount computed by SHERIFF, based upon the
17 current year's COUNTY law enforcement cost study. The cost of these
18 services shall be in addition to the Maximum Obligation of CITY set forth in
19 Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately
20 after said services are 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
26 set forth in Attachment C and in the Maximum Obligation of CITY set forth
27 in Subsection G-2. COUNTY shall not charge any additional amounts for
28 enhanced helicopter services after the cost of services set forth in

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

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

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

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

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

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

17 The costs to be paid by CITY for recurring costs, including maintenance
18 and replacement/upgrade of BWC and ICV, are included in the costs set
19 forth in Attachment C and the Maximum Obligation of CITY set forth in
20 Subsection G-2 of this Agreement unless CITY has already paid such
21 costs.

22 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
23 requires BWC and ICV for additional SHERIFF'S personnel or vehicles
24 designated for use in the CITY service area, COUNTY will purchase said
25 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
26 COUNTY a) the full costs of acquisition of additional BWC and the full cost
27 of acquisition and installation of additional ICV, and b) the full recurring
28 costs for said BWC and ICV, as deemed necessary by COUNTY, including

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

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

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

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

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

20 **G. PAYMENT:**

- 21 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
22 COUNTY the full costs of performing the services mutually agreed upon in
23 this Agreement. The costs of services include salaries, wages, benefits,
24 mileage, services, supplies, equipment, and divisional, departmental and
25 COUNTY General overhead.
- 26 2. Unless the level of service set forth in Attachment A is increased or
27 decreased pursuant to mutual agreement of the parties, or CITY is required
28 to pay for increases as set forth in Subsection G-4, the Maximum Obligation

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

2 of CITY for services, other than Licensing Services, set forth in
3 Attachment A of this Agreement, to be provided by the COUNTY for the
4 period July 1, 2024 through June 30, 2025 shall be \$24,436,299 as set forth
5 in Attachment C.

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

11 3. COUNTY shall invoice CITY monthly. For the period July 1, 2024 through
12 June 30, 2025 said invoices will require payment by CITY of one-twelfth
13 (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation may
14 have been increased or decreased pursuant to mutual agreement of the
15 parties. If a determination is made that increases described in Subsection
16 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for
17 such increases in its monthly invoices to CITY for the balance of the period
18 between July 1, 2024 and June 30, 2025.

19 4a. At the time this Agreement is executed, there may be unresolved issues
20 pertaining to potential changes in salaries and benefits for COUNTY
21 employees. The costs of such potential changes are not included in the
22 Fiscal Year 2024-25 cost set forth in Attachment C nor in the Fiscal Year
23 2024-25 Maximum Obligation of CITY set forth in Subsection G-2 of this
24 Agreement. If changes result in the COUNTY incurring or becoming
25 obligated to pay for increased costs for or on account of personnel whose
26 costs are included in the calculations of costs charged to CITY hereunder,
27 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
28 Subsection G-2 of this Agreement, the full costs of said increases to the

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

2 extent such increases are attributable to work performed by such personnel
3 after July 1, 2024, and CITY's Maximum Obligation hereunder shall be
4 deemed to have increased accordingly. CITY shall pay COUNTY in full for
5 such increases on a pro-rata basis over the portion of the period between
6 July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that
7 increases are payable. If the changes result in the COUNTY incurring or
8 becoming obligated to pay for decreased costs for or on account of
9 personnel whose costs are included in the calculations of costs charged to
10 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
11 the extent such decreases are attributable to work performed by such
12 personnel during the period July 1, 2024 through June 30, 2025, and CITY's
13 Maximum Obligation hereunder shall be deemed to have decreased
14 accordingly. COUNTY shall reduce required payment by CITY in full for
15 such decreases on a pro-rata basis over the portion of the period between
16 July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that
17 the Maximum Obligation has decreased.

18 4b. If CITY is required to pay for increases as set forth in Subsection G-4a
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service provided to CITY as set forth in Attachment A of this Agreement to a
21 level that will make the Maximum Obligation of CITY hereunder for the
22 period July 1, 2024 through June 30, 2025 an amount specified by CITY
23 that is equivalent to or higher or lower than the Maximum Obligation set
24 forth in Subsection G-2 for said period at the time this Agreement originally
25 was executed. The purpose of such adjustment of service levels will be to
26 give CITY the option of keeping its Maximum Obligation hereunder at the
27 pre-increase level or at any other higher or lower level specified by CITY. In
28 the event of such reduction in level of service and adjustment of costs, the

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

2 parties shall execute an amendment to this Agreement so providing,
3 pursuant to Subsection C-8. Decisions about how to reduce the level of
4 service provided to CITY shall be made by SHERIFF with the approval of
5 CITY.

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

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. Retention of said fees
18 by COUNTY shall constitute payment in full to COUNTY for costs incurred
19 by COUNTY in performing the functions related to licensing described in
20 Subsection C-7; provided, however, that if any of said fees are waived or
21 reduced by CITY, CITY shall pay to COUNTY the difference between the
22 amount of fees retained by COUNTY and the fees that were set forth in the
23 ordinances listed in Attachment B at the time this Agreement was executed.
24 If CITY increases the fee schedule for the licensing ordinances set forth in
25 Attachment B, either party shall have the right to seek amendment of this
26 Agreement with respect to the division of the increased fees between CITY
27 and COUNTY.

28 8. Fees generated or collected by SHERIFF contract personnel for copying of

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

2 documents related to the services provided in this Agreement will be at
3 COUNTY-established rates and will be credited to CITY on an annual basis.

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

5 **H. NOTICES:**

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

10 **CITY:** ATTN: CITY MANAGER

11 200 CIVIC CENTER

12 MISSION VIEJO, CA 92691

13 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER

14 SHERIFF-CORONER DEPARTMENT

15 320 NORTH FLOWER STREET, SUITE 108

16 SANTA ANA, CA 92703

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

20 **I. STATUS OF COUNTY:**

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

1 **I. STATUS OF COUNTY:** (Continued)

2 be considered in any manner to be CITY employees.

3 **J. STATE AUDIT:**

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

12 **K. ALTERATION OF TERMS:**

13 This Agreement is comprised of this documents and Attachments A through G,
14 which are attached hereto and incorporated-herein by reference. This
15 Agreement fully expresses all understanding of CITY and COUNTY with
16 respect to the subject matter of this Agreement and shall constitute the total
17 Agreement between the parties for these purposes. No addition to, or
18 alteration of, the terms of this Agreement, unless expressly provided herein,
19 shall be valid unless made in writing, formally approved and executed by duly
20 authorized agents of both parties.

21 **L. INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11 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
15 to 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
20 shortfall is experienced, according to CITY's share of Program services
21 rendered. In the event of a reduction in level of Program service,
22 termination of Program service or adjustment of costs, the parties shall
23 execute an amendment to this Agreement so providing. Decisions about
24 how to reduce the level of Program service provided to CITY shall be made
25 by SHERIFF with the 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 **N. MOBILE DATA COMPUTERS: (Continued)**

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

4 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
5 services related to this Agreement.

6 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
7 installation of MDCs that are or will be mounted in patrol vehicles and
8 motorcycles assigned to CITY, and b) recurring costs, as deemed
9 necessary by COUNTY, including the costs of maintenance and
10 contributions to a fund for replacement and upgrade of such MDCs when
11 they become functionally 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.

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

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2 5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
3 replacing/upgrading MDCs shall be paid by COUNTY from the
4 replacement/upgrade funds to be paid by CITY in accordance with the
5 foregoing. CITY shall not be charged any additional charge to replace or
6 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
15 deemed necessary by COUNTY, including the costs of maintenance and
16 contributions to a fund for replacement and upgrade of such E-Citation units
17 when they 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
20 in Attachment C and the Maximum Obligation of CITY set forth in
21 Subsection G-2 of this Agreement unless CITY has already paid such costs.

22 4. If, following the initial acquisition of E-Citation units referenced above, CITY
23 requires additional E-Citation units designated for use in CITY, COUNTY
24 will purchase said additional E-Citation units. Upon demand by COUNTY,
25 CITY will pay to COUNTY a) the full costs of acquisition of said additional
26 E-Citation units, and b) the full recurring costs for said E-Citation units, as
27 deemed necessary by COUNTY, including the costs of maintenance, and
28 contributions to a fund for replacement and upgrade of such E-Citation units

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

2 when they become functionally or technologically obsolete. Said costs
3 related to additional E-Citation units are not included in, and are in addition
4 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
5 set forth in Subsection G-2 of this Agreement.

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

11 **P. EQUIPMENT:**

- 12 1. As part of the law enforcement services to be provided to CITY, COUNTY
13 shall purchase motorcycles and radios that meet certain law enforcement
14 standards as determined by the COUNTY (hereinafter "Equipment").
- 15 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
16 Equipment, b) recurring costs, c) the costs of maintenance, and d)
17 replacement and upgrade of such Equipment when they become
18 functionally or technologically obsolete, as deemed necessary by COUNTY.
19 The costs to be paid by CITY 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.
- 22 3. The Equipment purchased by the COUNTY for services to the CITY shall be
23 the property of the County.
- 24 4. Radios and motorcycles previously purchased by the CITY for COUNTY law
25 enforcement services to the CITY shall be the property of and maintained by
26 the CITY. Notwithstanding Section L of this Agreement, COUNTY shall be
27 responsible to CITY for any damage to CITY radios and motorcycles caused
28 by COUNTY's act or omission.

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

**"REGULAR SERVICES BY COUNTY"
(Subsection C-3)**

ATTACHMENT A

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative & Patrol	6.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	29.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Community Services Unit (CSU)	4.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Behavioral Health Bureau (BHB)	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II - Motor	Traffic	4.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES*:			
Crime Prevention Specialist	Crime Prevention	2.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	5.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	School Resource Services	5.00	each, 80 hrs./ per two wk. pay period
Cadet	Extra Help		As Needed
TOTAL		63.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	14.28%
Investigator	Traffic	1.00	14.28%
Deputy Sheriff II	Traffic	3.00	14.28%
Investigative Assistant	Traffic	2.00	14.28%
Office Specialist	Traffic	1.00	14.28%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	10.08%
Investigator	Auto Theft	2.00	10.08%
Investigative Assistant	Auto Theft	1.00	10.08%
Office Specialist	Auto Theft	1.00	10.08%
DET:			
Sergeant	DET	1.00	15.66%
Investigator	DET	1.00	15.66%
COURTS:			
Investigative Assistant	Courts	2.00	32.54%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	16.98%
TOTAL		16.90	

ATTACHMENT B

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CITY OF MISSION VIEJO
TITLE 5 & TITLE 9 OF MISSION VIEJO MUNICIPAL CODE
LICENSING

BINGO GAME
BINGO OFFICIAL
CANVASSER/SOLICITOR
DANCE INSTRUCTOR (NUDE)
DANCE STUDIO (NUDE)
ESCORT
ESCORT BUREAU
FIGURE MODEL (NUDE)
FIGURE MODEL STUDIO (NUDE)
GUN DEALER
INTERLOCUTRIX (NUDE)
INTRODUCTORY SERVICE
JUNK COLLECTOR
JUNK DEALER
MESSAGE PARLOR (Includes FBI Fees)
MASSAGIST (Includes FBI Fees)
PEDDLER
POOL ROOM
PUBLIC DANCE
RAP SESSION (NUDE)
SECONDHAND DEALER (Pawnbroker)
TAXICAB STAND

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

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

ATTACHMENT C

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 508,719	\$ 508,719
SUPERVISION:				
Sergeant	Administrative & Patrol	6.00	\$ 403,279	\$ 2,419,674
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 401,948	\$ 1,607,792
Investigative Assistant		1.00	\$ 221,440	\$ 221,440
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II - Patrol	Patrol	29.00	\$ 328,965	\$ 9,539,985
Deputy Sheriff II	Community Services Unit (CSU)	4.00	\$ 328,965	\$ 1,315,860
Deputy Sheriff II	Behavioral Health Bureau (BHE)	1.00	\$ 328,965	\$ 328,965
Deputy Sheriff II - Motor	Traffic	4.00	\$ 339,723	\$ 1,358,892
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	\$ 339,723	\$ 339,723
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	2.00	\$ 122,732	\$ 245,464
Community Services Officer	Parking Control	5.00	\$ 146,726	\$ 733,630
Deputy Sheriff II	School Resource Services	5.00	\$ 328,965	\$ 1,644,825
Cadet	Extra Help		\$ 56,055	\$ 56,055
TOTAL POSITIONS		63.00		\$ 20,321,024

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	14.28%	\$ 41,603
Investigator	Traffic	1.00	14.28%	\$ 50,216
Deputy Sheriff II	Traffic	3.00	14.28%	\$ 174,787
Investigative Assistant	Traffic	2.00	14.28%	\$ 49,488
Office Specialist	Traffic	1.00	14.28%	\$ 18,690
AUTO THEFT:				
Sergeant	Auto Theft	0.30	10.08%	\$ 14,676
Investigator	Auto Theft	2.00	10.08%	\$ 77,562
Investigative Assistant	Auto Theft	1.00	10.08%	\$ 17,382
Office Specialist	Auto Theft	1.00	10.08%	\$ 13,247
DET:				
Sergeant	DET	1.00	15.66%	\$ 79,385
Investigator	DET	1.00	15.66%	\$ 70,826
COURTS:				
Investigative Assistant	Courts	2.00	32.54%	\$ 110,883
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	16.98%	\$ 76,135
TOTAL REGIONAL/SHARED		16.90		\$ 794,880

OTHER CHARGES AND CREDITS (Subsection G-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; enhanced helicopter response services; E-Citation recurring costs for four (4) units; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for thirty-eight (38) units; One (1) motorcycle; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; services and supplies; and transportation charges.

CREDITS:

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

TOTAL OTHER CHARGES AND CREDITS	\$ 3,320,395
TOTAL COST OF SERVICES (Subsection G-2)	\$ 24,436,299

ATTACHMENT D**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT E**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

RESOLUTION 21-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, CONFIRMING PARTICIPATION IN THE ORANGE COUNTY SHERIFF'S DEPARTMENT TRAFFIC VIOLATOR APPREHENSION PROGRAM AND ADOPTING FEES ASSOCIATED WITH THE PROGRAM

WHEREAS, the Orange County Sheriff's Department (hereinafter "OCSD") has instituted a Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the OCSD operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities of Orange County that contract for the Sheriff's law enforcement services; and

WHEREAS, Vehicle Code section 22850.5 authorizes the County Board of Supervisors, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, a 2020 cost study conducted by the OCSD showed that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to the Vehicle Code are at \$144.00 per removal; and

WHEREAS, based upon the cost study, the OCSD proposed and the County Board of Supervisors adopted a fee in the amount of \$144.00 on and effective November 17, 2020.

WHEREAS, after the adoption of this fee by the County, the OCSD seeks adoption of the fee by city councils of each of the cities that contract with the OCSD for law enforcement services; and

WHEREAS, the City of Mission Viejo contracts with the Orange County Sheriff's Department for law enforcement services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MISSION VIEJO, CALIFORNIA, DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Confirms continued participation in the Traffic Violator Apprehension Program as part of the City's contract for law enforcement services with the OCSD; and

Section 2. As a participant in the Traffic Violator Apprehension Program, adopts the fee of \$144.00 as approved by the County Board of Supervisors on November 17, 2020 as allowed under Vehicle Code section 22850.5.


PASSED, APPROVED, AND ADOPTED this 12th day of January, 2021.


Trish Kelley
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 12th day of January, 2021, by the following vote of the Council:

AYES: Bucknum, Goodell, Kelley, Rath, and Sachs
NOES: None
ABSENT: None

ATTEST:


Kimberly Schmitt
City Clerk

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

REQUEST	CONTRACT CITY			
	Participating City Request to Purchase From the TVA in FY	Date		
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>APPLICABILTY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>			
	ORANGE COUNTY SHERIFF-CORONER DEPARTMENT			
APPROVALS				
	Recommended For Approval CITY POLICE SERVICES CHIEF		MANAGER – TVA PROGRAM	

OCSD BUDGET USE ONLY	
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ATTACHMENT G