

1 **AGREEMENT**  
 2 **BETWEEN THE**  
 3 **CITY OF MISSION VIEJO**  
 4 **AND THE**  
 5 **COUNTY OF ORANGE**

6  
 7 **THIS AGREEMENT** is entered into this First day of June 202~~4~~<sup>3</sup>, which  
 8 date is enumerated for purposes of reference only, by and between the CITY OF  
 9 MISSION VIEJO, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a  
 10 political subdivision of the State of California, hereinafter referred to as "COUNTY".

11 **RECITALS:**

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

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

17 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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**TABLE OF CONTENTS**

SECTION	PAGE
A. TERM .....	3
B. OPTIONAL TERMINATION OR EXTENSION .....	3
C. REGULAR SERVICES BY COUNTY .....	3
D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY .....	6
E. BODY WORN CAMERA AND IN CAR VIDEO .....	9
F. LICENSING SERVICES BY CITY .....	10
G. PAYMENT .....	10
H. NOTICES .....	14
I. STATUS OF COUNTY .....	14
J. STATE AUDIT .....	15
K. ALTERATION OF TERMS .....	15
L. INDEMNIFICATION .....	15
M. TRAFFIC VIOLATOR APPREHENSION PROGRAM .....	17
N. MOBILE DATA COMPUTERS .....	20
<a href="#">O. E-CITATION UNITS .....</a>	<a href="#">21</a>
<a href="#">P. EQUIPMENT .....</a>	<a href="#">22</a>
SIGNATURE PAGE .....	24
Attachment A	Regular Services by County
Attachment B	City Ordinances
Attachment C	Payment
Attachment D	County Billing Policy
Attachment E	Forfeited and Seized Asset Policy
Attachment F	TVAP Resolution
Attachment G	TVAP Form
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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~43~~ and terminate  
3 June 30, 202~~54~~, 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  
7 one-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  
9 June 30, 202~~54~~ for COUNTY to provide to CITY, during all or part of the  
10 period between July 1, 202~~54~~ and June 30, 202~~65~~, law enforcement  
11 services similar to those specified herein, then SHERIFF, on behalf of  
12 COUNTY, and CITY's Manager, on behalf of CITY, are authorized to  
13 execute a written amendment to this Agreement that provides as follows  
14 and does not materially alter other terms of the Agreement: SHERIFF shall  
15 continue to provide to CITY all or a designated part of the law enforcement  
16 services specified herein, for a specified time period between July 1, 202~~54~~  
17 and August 31, 202~~54~~, and CITY shall pay COUNTY the full costs of  
18 providing such services. Such full costs may be greater than those listed  
19 herein for the period July 1, 202~~43~~ through June 30, 202~~54~~. SHERIFF and  
20 CITY Manager shall file copies of any such amendments to this Agreement  
21 with 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.

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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, 202~~43~~ through June 30, 202~~54~~ 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.

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

- 2 6. During emergencies, such as mutual aid situations, SHERIFF will attempt to  
3 leave in CITY the Captain in charge of CITY Police Services. If SHERIFF  
4 determines that the Captain is needed elsewhere, SHERIFF will notify  
5 CITY's Manager within four (4) hours. SHERIFF will return the Captain to  
6 CITY as soon as possible once the emergency situation is under control.
- 7 7. With respect to the licensing ordinances of CITY listed in Attachment B,  
8 SHERIFF shall receive applications for CITY licenses pursuant to said  
9 ordinances and complete investigations relating to such applications. Said  
10 investigations shall be forwarded to CITY Manager. COUNTY shall not  
11 provide any advisory, administrative, hearing or litigation attorney support or  
12 services related to licensing. COUNTY shall not provide any administrative  
13 or investigatory services related to the licensing ordinances listed in  
14 Attachment B, except the investigations relating to initial applications for  
15 which this subsection provides.
- 16 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is  
17 authorized to execute written amendments to this Agreement to increase or  
18 decrease the level of service set forth in Attachment A, when SHERIFF and  
19 CITY mutually agree that such increase or decrease in the level of service is  
20 appropriate. Any such amendment to the Agreement shall concomitantly  
21 increase or decrease the cost of services payable by CITY set forth in  
22 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
23 G-2, in accordance with the current year's COUNTY law enforcement cost  
24 study. SHERIFF and appropriate CITY personnel shall file copies of any  
25 such amendments to this Agreement with the Clerk of COUNTY's Board of  
26 Supervisors and CITY's Clerk. Except for costs related to Sections G-4a  
27 and G-4b, changes to this Agreement executed by SHERIFF and CITY  
28 Manager may not, in the aggregate, increase or decrease the cost of

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

2 services payable by CITY by more than one percent (1%) of the total cost  
3 originally set forth in Attachment C and the Maximum Obligation originally  
4 set forth in Subsection G-2.

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

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

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

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

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

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

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

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

2 events or occurrences that occur on an occasional basis and are operated  
3 by public entities on non-CITY property. SHERIFF shall determine  
4 personnel and equipment needed for such supplemental services, and will  
5 provide such supplemental services only if SHERIFF is able to do so  
6 without reducing services that SHERIFF otherwise would provide to CITY  
7 pursuant to this Agreement. CITY shall reimburse COUNTY its full, actual  
8 costs of providing such supplemental services at an amount computed by  
9 SHERIFF, based on the current year's COUNTY law enforcement cost  
10 study. The cost of these supplemental services shall be in addition to the  
11 Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.  
12 SHERIFF shall bill CITY immediately after each such event.

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

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



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

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

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

- 8 1. As part of the law enforcement services to be provided to CITY, COUNTY  
9 has provided, or will provide, body worn cameras (hereinafter called  
10 "BWC") that will be worn by SHERIFF'S personnel and In Car Video  
11 (hereinafter called "ICV") that will be mounted in vehicles designated by  
12 SHERIFF for use within CITY service area.
- 13 2. SHERIFF has the exclusive right to use said BWC and ICV for law  
14 enforcement services related to this Agreement.
- 15 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
16 BWC and the acquisition and installation of ICV, and b) recurring costs, as  
17 deemed necessary by COUNTY, including the costs of maintenance and  
18 contributions to a fund for replacement and upgrade of such BWC and ICV  
19 when they become functionally or technologically obsolete.

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

- 25 4. If, following the initial acquisition of BWC and ICV referenced above, CITY  
26 requires BWC and ICV for additional SHERIFF'S personnel or vehicles  
27 designated for use in the CITY service area, COUNTY will purchase said  
28 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to

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

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

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

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

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

23 **G. PAYMENT:**

- 24 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
25 COUNTY the full costs of performing the services mutually agreed upon in  
26 this Agreement. The costs of services include salaries, wages, benefits,  
27 mileage, services, supplies, equipment, and divisional, departmental and  
28 COUNTY General overhead.

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

2 2. Unless the level of service set forth in Attachment A is increased or  
3 decreased pursuant to mutual agreement of the parties, or CITY is required  
4 to pay for increases as set forth in Subsection G-4, the Maximum Obligation  
5 of CITY for services, other than Licensing Services, set forth in  
6 Attachment A of this Agreement, to be provided by the COUNTY for the  
7 period July 1, 202~~43~~ through June 30, 202~~54~~ shall be  
8 \$~~24,436,299~~~~21,869,919~~ as set forth in Attachment C.

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

14 3. COUNTY shall invoice CITY monthly. For the period July 1, 202~~43~~ through  
15 June 30, 202~~54~~ said invoices will require payment by CITY of one-twelfth  
16 (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation may  
17 have been increased or decreased pursuant to mutual agreement of the  
18 parties. If a determination is made that increases described in Subsection  
19 G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for  
20 such increases in its monthly invoices to CITY for the balance of the period  
21 between July 1, 202~~43~~ and June 30, 202~~54~~.

22 4a. At the time this Agreement is executed, there may be unresolved issues  
23 pertaining to potential changes in salaries and benefits for COUNTY  
24 employees. The costs of such potential changes are not included in the  
25 Fiscal Year 202~~43-254~~ cost set forth in Attachment C nor in the Fiscal Year  
26 202~~43-254~~ Maximum Obligation of CITY set forth in Subsection G-2 of this  
27 Agreement. If changes result in the COUNTY incurring or becoming  
28 obligated to pay for increased costs for or on account of personnel whose

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

2 costs are included in the calculations of costs charged to CITY hereunder,  
3 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
4 Subsection G-2 of this Agreement, the full costs of said increases to the  
5 extent such increases are attributable to work performed by such personnel  
6 after July 1, 202~~43~~, and CITY's Maximum Obligation hereunder shall be  
7 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
8 such increases on a pro-rata basis over the portion of the period between  
9 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY  
10 that increases are payable. If the changes result in the COUNTY incurring  
11 or becoming obligated to pay for decreased costs for or on account of  
12 personnel whose costs are included in the calculations of costs charged to  
13 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
14 the extent such decreases are attributable to work performed by such  
15 personnel during the period July 1, 202~~43~~ through June 30, 202~~54~~, and  
16 CITY's Maximum Obligation hereunder shall be deemed to have decreased  
17 accordingly. COUNTY shall reduce required payment by CITY in full for  
18 such decreases on a pro-rata basis over the portion of the period between  
19 July 1, 202~~43~~ and June 30, 202~~54~~ remaining after COUNTY notifies CITY  
20 that the Maximum Obligation has decreased.

21 4b.If CITY is required to pay for increases as set forth in Subsection G-4a  
22 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
23 service provided to CITY as set forth in Attachment A of this Agreement to a  
24 level that will make the Maximum Obligation of CITY hereunder for the  
25 period July 1, 202~~43~~ through June 30, 202~~54~~ an amount specified by CITY  
26 that is equivalent to or higher or lower than the Maximum Obligation set  
27 forth in Subsection G-2 for said period at the time this Agreement originally  
28 was executed. The purpose of such adjustment of service levels will be to

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

2 give CITY the option of keeping its Maximum Obligation hereunder at the  
3 pre-increase level or at any other higher or lower level specified by CITY. In  
4 the event of such reduction in level of service and adjustment of costs, the  
5 parties shall execute an amendment to this Agreement so providing,  
6 pursuant to Subsection C-8. Decisions about how to reduce the level of  
7 service provided to CITY shall be made by SHERIFF with the approval of  
8 CITY.

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

16 6. COUNTY shall charge CITY late payment penalties in accordance with  
17 County Billing Policy.

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

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Agreement with respect to the division of the increased fees between CITY and COUNTY.

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

**G. PAYMENT:** (Continued)

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

**H. NOTICES:**

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

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

//

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

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

**I. STATUS OF COUNTY:**

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

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

6 **J. STATE AUDIT:**

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

15 **K. ALTERATION OF TERMS:**

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

24 **L. INDEMNIFICATION:**

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

1 dangerous or defective condition of any public street, work, or property of  
2 CITY, or for any illegality or unconstitutionality of CITY's municipal  
3 ordinances. CITY shall indemnify and hold harmless COUNTY and its  
4 elected and appointed officials, officers, agents employees, subcontractors  
5 and independent contractors from any claim, demand or liability whatsoever

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

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

- 27 2. COUNTY shall indemnify and hold harmless CITY and its elected and  
28 appointed officials, officers, agents, employees, subcontractors and



1 independent contractors from any claim, demand or liability whatsoever  
2 based or asserted upon any act or omission of COUNTY or its elected and  
3 appointed officials, officers, agents, employees, subcontractors or  
4 independent contractors related to this Agreement, for property damage,  
5 bodily injury or death or any other element of damage of any kind or nature,

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

7 and COUNTY shall defend, at its expense, including attorney fees, and with  
8 counsel approved in writing by CITY, CITY and its elected and appointed  
9 officials, officers, agents, employees, subcontractors and independent  
10 contractors in any legal action or claim of any kind based or asserted upon  
11 such alleged acts or omissions.

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

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

1 its TVAP resolution. In the event CITY 1) amends said TVAP resolution, or  
2 rescinds said TVAP resolution and adopts a new TVAP resolution pertaining  
3 to the above-referenced fees and the Program, and 2) remains a participant  
4 in the Program thereafter, CITY's Manager, on behalf of CITY, and  
5 SHERIFF, on behalf of COUNTY, have authority to execute an

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

7 amendment of this Agreement to substitute CITY's amended or new TVAP  
8 resolution for Attachment F to the Agreement , as long as said amendment  
9 to this Agreement does not materially change any other provision of this  
10 Agreement. As COUNTY updates its fees for the Program periodically,  
11 COUNTY will provide written notice to CITY of the updated fees.

12 CITY'S participation in the Program will terminate if CITY determines not to  
13 adopt the updated fees for the Program.

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

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

- 18 • Ten one hundredths of one (0.10) Sergeant  
19 (8 hours per two-week pay period)
- 20 • One (1) Staff Specialist  
21 (80 hours per two-week pay period)
- 22 • One (1) Office Specialist  
23 (80 hours per two-week pay period)

24 4. Fee revenue generated by CITY may be used to reimburse CITY for  
25 expenditures for equipment and/or supplies directly in support of the  
26 Program. In order for an expenditure for equipment and/or supplies to be  
27 eligible for reimbursement, CITY shall submit a request for and obtain pre-  
28 approval of the expenditure by using the form as shown in Attachment G.

1 The request shall be submitted within the budget schedule established by  
2 SHERIFF. SHERIFF shall approve the expenditure only if both of the  
3 following conditions are satisfied: 1) there are sufficient Program funds,  
4 attributable to revenue generated by CITY'S fee, to pay for the requested  
5 purchase, and 2) CITY will use the equipment and/or supplies, during their

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

7 entire useful life, only for purposes authorized by its TVAP resolution in  
8 effect at the time of purchase.

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

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

1 **N. MOBILE DATA COMPUTERS:**

- 2 1. As part of the law enforcement services to be provided to CITY, COUNTY  
3 has provided, or will provide, mobile data computers (hereinafter called  
4 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,  
5 designated by COUNTY for use within CITY limits.

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

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

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

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

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

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

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

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

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

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

- 24 4. If, following the initial acquisition of E-Citation units referenced above, CITY  
25 requires additional E-Citation units designated for use in CITY, COUNTY  
26 will purchase said additional E-Citation units. Upon demand by COUNTY,  
27 CITY will pay to COUNTY a) the full costs of acquisition of said additional  
28

1 E-Citation units, and b) the full recurring costs for said E-Citation units, as  
2 deemed necessary by COUNTY, including the costs of maintenance, and

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

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

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

14 **P. EQUIPMENT:**

15 1. /As part of the law enforcement services to be provided to CITY, COUNTY  
16 shall purchase motorcycles and radios that meet certain law enforcement  
17 standards as determined by the COUNTY (hereinafter "Equipment").

18 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
19 Equipment, b) recurring costs, c) the costs of maintenance, and d)  
20 replacement and upgrade of such Equipment when they become  
21 functionally or technologically obsolete, as deemed necessary by COUNTY.  
22 The costs to be paid by CITY are included in the costs set forth in  
23 Attachment C and the Maximum Obligation of CITY set forth in Subsection  
24 G-2 of this Agreement.

25 3. The Equipment purchased by the COUNTY for services to the CITY shall  
26 be the property of the County.

27 4. Radios and motorcycles previously purchased by the CITY for COUNTY  
28 law enforcement services to the CITY shall be the property of the CITY.

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Notwithstanding Section L of this Agreement, COUNTY shall be responsible to CITY for any damage to CITY radios and motorcycles caused by COUNTY's act or omission.

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DRAFT

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

3 DATED: \_\_\_\_\_

4 CITY OF MISSION VIEJO

5 ATTEST: \_\_\_\_\_  
6 City Clerk

7 BY: \_\_\_\_\_  
8 Mayor

9 APPROVED AS TO FORM:

10 BY: \_\_\_\_\_  
11 City Attorney

12 -----  
13 DATED: \_\_\_\_\_

14 COUNTY OF ORANGE

15  
16 BY: \_\_\_\_\_  
17 Chairman of the Board of Supervisors  
18 County of Orange, California

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

23 \_\_\_\_\_  
24 Robin Stieler  
25 Clerk of the Board  
26 County of Orange, California

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

BY: \_\_\_\_\_  
Deputy

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



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

**ATTACHMENT A**

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

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Captain		1.00	
<b>SUPERVISION:</b>			
Sergeant	Administrative & Patrol	6.00	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		4.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		1.00	80 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
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
<b>ADDITIONAL SERVICES*:</b>			
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
<b>TOTAL</b>		<b>63.00</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
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%
<b>AUTO THEFT:</b>			
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%
<b>DET:</b>			
Sergeant	DET	1.00	15.66%
Investigator	DET	1.00	15.66%
<b>COURTS:</b>			
Investigative Assistant	Courts	2.00	32.54%
<b>MOTORCYCLE (shared Supervision):</b>			
Sergeant	Motorcycle Supervision	1.00	16.98%
<b>TOTAL</b>		<b>16.90</b>	

**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
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 508,719	\$ 508,719
<b>SUPERVISION:</b>				
Sergeant	Administrative & Patrol	6.00	\$ 403,279	\$ 2,419,674
<b>INVESTIGATION SERVICES:</b>				
Investigator		4.00	\$ 401,948	\$ 1,607,792
Investigative Assistant		1.00	\$ 221,440	\$ 221,440
<b>PATROL AND TRAFFIC SERVICES:</b>				
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
<b>ADDITIONAL SERVICES:</b>				
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
<b>TOTAL POSITIONS</b>		<b>63.00</b>		<b>\$ 20,321,024</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
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
<b>AUTO THEFT:</b>				
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
<b>DET:</b>				
Sergeant	DET	1.00	15.66%	\$ 79,385
Investigator	DET	1.00	15.66%	\$ 70,826
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	32.54%	\$ 110,883
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcycle Supervision	1.00	16.98%	\$ 76,135
<b>TOTAL REGIONAL/SHARED</b>		<b>16.90</b>		<b>\$ 794,880</b>

**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.

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