

**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 2023², which date is enumerated for purposes of reference only, by and between the CITY OF MISSION VIEJO, hereinafter referred to as “CITY”, and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

RECITALS:

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **A. TERM:**

2 The term of this Agreement shall commence July 1, 202~~32~~ and terminate
3 June 30, 202~~43~~, 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~~43~~ for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~43~~ and June 30, 202~~54~~, 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~~43~~
17 and August 31, 202~~43~~, 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~~32~~ through June 30, 202~~43~~. 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
24 employees, herein referred to as "SHERIFF", shall render to CITY law
25 enforcement services as hereinafter provided. Such services shall include
26 the enforcement of lawful State statutes and lawful municipal ordinances of
27 CITY other than licensing ordinances.

28 //

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

- 2 2. The night, day and evening patrol and supervisory shifts will be established
3 by SHERIFF. Personnel of each shift may work varying and different times
4 and may be deployed to other shifts when, in the opinion of SHERIFF and
5 CITY Manager, the need arises. Any long-term shift deployment change
6 will be reported to CITY's Council.
- 7 3. The level of service, other than for licensing, to be provided by the
8 COUNTY for the period July 1, 202~~3~~² through June 30, 202~~4~~³ is set forth in
9 Attachment A ~~and incorporated herein by this reference.~~
- 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 ~~hereto, which is incorporated herein by this reference~~, SHERIFF shall
5 receive applications for CITY licenses pursuant to said ordinances and
6 complete investigations relating to such applications. Said investigations
7 shall be forwarded to CITY Manager. COUNTY shall not provide any
8 advisory, administrative, hearing or litigation attorney support or services
9 related to licensing. COUNTY shall not provide any administrative or
10 investigatory services related to the licensing ordinances listed in
11 Attachment B ~~hereto~~, except the investigations relating to initial applications
12 for which this subsection provides.
- 13 8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is
14 authorized to execute written amendments to this Agreement to increase or
15 decrease the level of service set forth in Attachment A, when SHERIFF and
16 CITY mutually agree that such increase or decrease in the level of service
17 is appropriate. Any such amendment to the Agreement shall concomitantly
18 increase or decrease the cost of services payable by CITY set forth in
19 Attachment C ~~and incorporated herein by this reference~~ and the Maximum
20 Obligation of CITY set forth in Subsection G-2, in accordance with the
21 current year's COUNTY law enforcement cost study. SHERIFF and
22 appropriate CITY personnel shall file copies of any such amendments to
23 this Agreement with the Clerk of COUNTY's Board of Supervisors and
24 CITY's Clerk. Except for costs related to Sections G-4a and G-4b,
25 changes Amendments to this Agreement executed by SHERIFF and CITY
26 Manager may not, in the aggregate, increase or decrease the cost of
27 services payable by CITY by more than one percent (1%) of the total cost
28

1 originally set forth in Attachment C and the Maximum Obligation originally
2 set forth in Subsection G-2.

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

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

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

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

1 property. SHERIFF shall determine personnel and equipment needed for
2 such supplemental services, and will provide such supplemental services
3 only if SHERIFF is able to do so without reducing the normal and regular

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

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

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

1 personnel and equipment needed for such supplemental services, and will
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 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:** (Continued)

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

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

22 5. In accordance with Government Code Section 51350, COUNTY has
23 adopted Board Resolution 89-1160 which identifies Countywide services,
24 including but not limited to helicopter response. SHERIFF through this
25 contract provides enhanced helicopter response services. The cost of
26 enhanced helicopter response services is included in the cost of services
27 set forth in Attachment C and in the Maximum Obligation of CITY set forth
28 in Subsection G-2. COUNTY shall not charge any additional amounts for

1 enhanced helicopter services after the cost of services set forth in
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. ~~CITY shall not be charged additional amounts for maintenance or
22 replacement/upgrade of said BWC and ICV during the period July 1, 20223
23 through June 30, 20243.~~

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

1 of acquisition and installation of additional ICV, and b) the full recurring
2 costs for said BWC and ICV, as deemed necessary by COUNTY, including
3 the costs of maintenance, and contributions to a fund for replacement and

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

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

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

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

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

22 **G. PAYMENT:**

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

28

- 1 2. Unless the level of service set forth in Attachment A is increased or
2 decreased pursuant to mutual agreement of the parties, or CITY is required
3 to pay for increases as set forth in Subsection G-4, the Maximum Obligation
4 of CITY for services, other than Licensing Services, set forth in

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

6 Attachment A of this Agreement, to be provided by the COUNTY for the
7 period July 1, 202~~3~~² through June 30, 202~~4~~³ shall be
8 ~~\$22,054,470~~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~~3~~² through
15 June 30, 202~~4~~³ said invoices will require payment by CITY of one-twelfth
16 (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation
17 may have been increased or decreased pursuant to mutual agreement of
18 the parties. If a determination is made that increases described in
19 Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata
20 charges for such increases in its monthly invoices to CITY for the balance
21 of the period between July 1, 202~~3~~² and June 30, 202~~4~~³.

- 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~~3~~²-2~~4~~³ cost set forth in Attachment C nor in the Fiscal Year
26 202~~3~~²-2~~4~~³ 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 costs are included in the calculations of costs charged to CITY hereunder,
2 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
3 Subsection G-2 of this Agreement, the full costs of said increases to the
4 extent such increases are attributable to work performed by such personnel

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

6 after July 1, 202~~32~~, 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~~32~~ and June 30, 202~~43~~ 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~~32~~ through June 30, 202~~43~~, 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~~32~~ and June 30, 202~~43~~ 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~~32~~ through June 30, 202~~43~~ 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 give CITY the option of keeping its Maximum Obligation hereunder at the
2 pre-increase level or at any other higher or lower level specified by CITY. In
3 the event of such reduction in level of service and adjustment of costs, the
4 parties shall execute an amendment to this Agreement so providing,
5 pursuant to Subsection C-8.

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

7 Decisions about how to reduce the level of service provided to CITY shall
8 be made by SHERIFF with the approval of CITY.

- 9 5. CITY shall pay COUNTY in accordance with COUNTY Board of
10 Supervisors' approved County Billing Policy, ~~which is attached hereto as~~
11 ~~Attachment D and incorporated herein by this reference.~~
- 12 6. COUNTY shall charge CITY late payment penalties in accordance with
13 County Billing Policy.
- 14 7. As payment for the Licensing Services described in Subsection C-7 of this
15 Agreement, COUNTY shall retain all fees paid by applicants for licenses
16 pursuant to CITY ordinances listed in Attachment B ~~hereto~~. Retention of
17 said fees by COUNTY shall constitute payment in full to COUNTY for costs
18 incurred by COUNTY in performing the functions related to licensing
19 described in Subsection C-7; provided, however, that if any of said fees are
20 waived or reduced by CITY, CITY shall pay to COUNTY the difference
21 between the amount of fees retained by COUNTY and the fees that were
22 set forth in the ordinances listed in Attachment B at the time this Agreement
23 was executed. If CITY increases the fee schedule for the licensing
24 ordinances set forth in Attachment B, either party shall have the right to
25 seek amendment of this Agreement with respect to the division of the
26 increased fees between CITY and COUNTY.
- 27
28

1 8. Fees generated or collected by SHERIFF contract personnel for copying of
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-~~hereto,~~
5 ~~which is incorporated herein by this reference.~~

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8 **H. NOTICES:**

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

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

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
17 SHERIFF-CORONER DEPARTMENT
18 320 NORTH FLOWER STREET, SUITE 108
19 SANTA ANA, CA 92703

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

23 **I. STATUS OF COUNTY:**

24 COUNTY is, and at all times shall be deemed to be, an independent contractor.
25 Nothing herein contained shall be construed as creating the relationship of
26 employer and employee, or principal and agent, between CITY and COUNTY
27 or any of COUNTY's agents or employees. COUNTY and its SHERIFF shall
28 retain all authority for rendition of services, standards of performance, control

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

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8 **J. STATE AUDIT:**

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

17 **K. ALTERATION OF TERMS:**

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

26 **L. INDEMNIFICATION:**

27 1. COUNTY, its officers, agents, employees, subcontractors and independent
28 contractors shall not be deemed to have assumed any liability for the

1 negligence or any other act or omission of CITY or any of its officers,
2 agents, employees, subcontractors or independent contractors, or for any
3 dangerous or defective condition of any public street, ~~or~~ work, or property of
4 CITY, or for any illegality or unconstitutionality of CITY's municipal
5 ordinances. CITY shall indemnify and hold harmless COUNTY and its
6 elected and appointed officials, officers, agents employees, subcontractors
7 and independent contractors from any claim, demand or liability whatsoever
8 based or asserted upon the condition of any public street, ~~or~~ work, or
9 property of CITY, or upon the illegality or unconstitutionality of any
10 municipal ordinance of CITY that SHERIFF has enforced, or upon any act

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

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

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

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

12 contractors in any legal action or claim of any kind based or asserted
13 upon such alleged acts or omissions.

14
15 **M. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

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

1 ~~attached hereto as~~ Attachment F ~~and incorporated into this Agreement by~~
 2 ~~reference~~ [hereinafter called a "TVAP resolution"], and has directed that the
 3 revenue from such fee be used for the Program. CITY's participation in the
 4 Program may be terminated at any time by rescission or amendment of its
 5 TVAP resolution ~~that is attached hereto as Attachment F~~. In the event CITY
 6 1) amends said TVAP resolution, or rescinds said TVAP resolution and
 7 adopts a new TVAP resolution pertaining to the above-referenced fees and
 8 the Program, and 2) remains a participant in the Program thereafter, CITY's
 9 Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have
 10 authority to execute an amendment of this Agreement to substitute CITY's
 11 amended or new TVAP resolution for Attachment F to the Agreement
 12 ~~hereto~~, as long as said

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

14 amendment to this Agreement does not materially change any other
 15 provision of this Agreement. As COUNTY updates its fees for the Program
 16 periodically, COUNTY will provide written notice to CITY of the updated
 17 fees.

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

- 20 2. COUNTY will make available for review, at the request of CITY, all financial
 21 data related to the Program as may be requested by CITY.
- 22 3. Fee revenue generated by COUNTY and participating cities will be used to
 23 fund the following positions, which will be assigned to the Program:
 - 24 • Ten one hundredths of one (0.10) Sergeant
 25 (8 hours per two-week pay period)
 - 26 • One (1) Staff Specialist
 27 (80 hours per two-week pay period)
 - 28 • One (1) Office Specialist

(80 hours per two-week pay period)

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

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

14 effect at the time of purchase.

15 In the event that CITY terminates its participation in the Program, CITY

16 agrees that the equipment purchased by CITY and reimbursed by Program

17 funds will continue to be used, during the remainder of its useful life,

18 exclusively for the purposes authorized by CITY's TVAP resolution in effect

19 at the time of purchase.

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

1 shortfall is experienced, according to CITY's share of Program services
 2 rendered. In the event of a reduction in level of Program service,
 3 termination of Program service or adjustment of costs, the parties shall
 4 execute an amendment to this Agreement so providing. Decisions about
 5 how to reduce the level of Program service provided to CITY shall be made
 6 by SHERIFF with the approval of CITY.

7 **N. MOBILE DATA COMPUTERS:**

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

12 //

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

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

22 The costs to be paid by CITY for recurring costs, including maintenance
 23 and replacement/upgrade of MDCs, are included in the costs set forth in
 24 Attachment C and the Maximum Obligation of CITY set forth in Subsection
 25 G-2 of this Agreement unless CITY has already paid such costs. ~~CITY shall
 26 not be charged additional amounts for maintenance or
 27 replacement/upgrade of said MDCs during the period July 1, 2022 through
 28 June 30, 2023.~~

1 4. If, following the initial acquisition of MDCs referenced above, CITY requires
2 MDCs for additional patrol cars or motorcycles designated for use in CITY,
3 or for CITY's Emergency Operations Center, COUNTY will purchase said
4 additional MDCs. Upon demand by COUNTY, CITY will pay to COUNTY a)
5 the full costs of acquisition and installation of said additional MDCs, and b)
6 the full recurring costs for said MDCs, as deemed necessary by COUNTY,
7 including the costs of maintenance, and contributions to a fund for
8 replacement and upgrade of such MDCs when they become functionally or
9 technologically obsolete. Said costs related to additional MDCs are not
10 included in, and are in addition to, the costs set forth in Attachment C and
11 the Maximum Obligation of CITY set forth in Subsection G-2 of this
12 Agreement.

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

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

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

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement unless CITY has already paid such costs. ~~CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2023 through June 30, 2024.~~

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O. E-CITATION UNITS: (Continued)

- 4. If, following the initial acquisition of E-Citation units referenced above, CITY requires additional E-Citation units designated for use in CITY, COUNTY will purchase said additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in Attachment C and the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement.
- 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by COUNTY from the replacement/upgrade funds to be paid by CITY in accordance with the

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foregoing. CITY shall not be charged any additional charge to replace or upgrade E-Citation units.

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

DATED: _____

CITY OF MISSION VIEJO

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

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BY: _____
Chairman of the Board of Supervisors
County of Orange, California

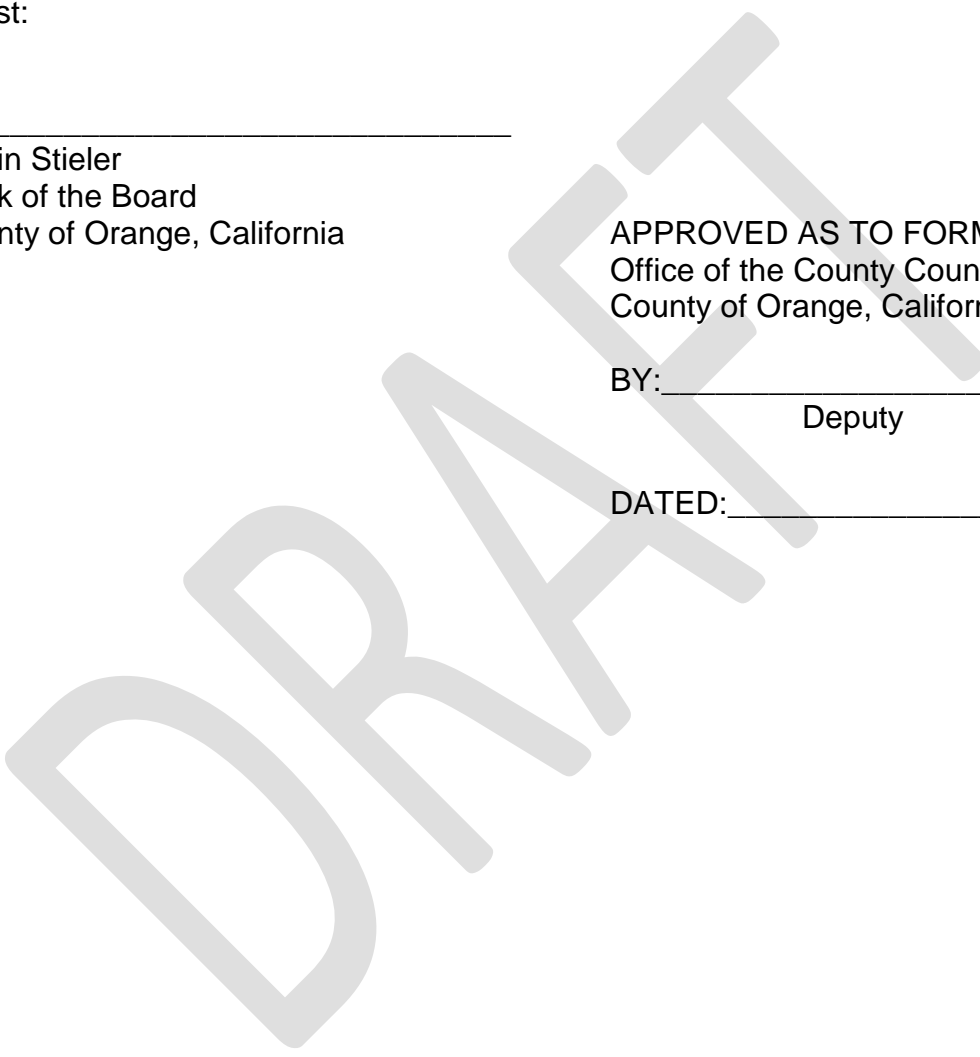
SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____



ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 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	32.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Quality of Life	1.00	80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	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	13.19%
Deputy Sheriff II	Traffic	4.00	13.19%
Investigative Assistant	Traffic	2.00	13.19%
Office Specialist	Traffic	1.00	13.19%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	9.75%
Investigator	Auto Theft	2.00	9.75%
Investigative Assistant	Auto Theft	1.00	9.75%
Office Specialist	Auto Theft	1.00	9.75%
DET:			
Sergeant	DET	1.00	15.78%
Investigator	DET	1.00	15.78%
COURTS:			
Investigative Assistant	Courts	2.00	34.77%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	16.98%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF MISSION VIEJO**

Attachment B

ATTACHMENT C

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 428,957	\$ 428,957
SUPERVISION:				
Sergeant	Administrative & Patrol	6.00	\$ 354,853	\$ 2,129,118
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 352,510	\$ 1,410,040
Investigative Assistant		1.00	\$ 198,495	\$ 198,495
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II - Patrol	Patrol	32.00	\$ 294,534	\$ 9,425,088
Deputy Sheriff II	Quality of Life	1.00	\$ 294,534	\$ 294,534
Deputy Sheriff II	Homeless Liaison Officer	1.00	\$ 294,534	\$ 294,534
Deputy Sheriff II - Motor	Traffic	4.00	\$ 299,396	\$ 1,197,584
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	\$ 299,396	\$ 299,396
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	2.00	\$ 115,922	\$ 231,844
Community Services Officer	Parking Control	5.00	\$ 139,557	\$ 697,785
Deputy Sheriff II	School Resource Services	5.00	\$ 294,534	\$ 1,472,670
Cadet	Extra Help		\$ 51,965	\$ 51,965
TOTAL POSITIONS		63.00		\$ 18,132,010

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	13.19%	\$ 36,787
Deputy Sheriff II	Traffic	4.00	13.19%	\$ 193,289
Investigative Assistant	Traffic	2.00	13.19%	\$ 41,498
Office Specialist	Traffic	1.00	13.19%	\$ 16,158
AUTO THEFT:				
Sergeant	Auto Theft	0.30	9.75%	\$ 13,560
Investigator	Auto Theft	2.00	9.75%	\$ 66,849
Investigative Assistant	Auto Theft	1.00	9.75%	\$ 15,438
Office Specialist	Auto Theft	1.00	9.75%	\$ 11,632
DET:				
Sergeant	DET	1.00	15.78%	\$ 66,190
Investigator	DET	1.00	15.78%	\$ 61,385
COURTS:				
Investigative Assistant	Courts	2.00	34.77%	\$ 105,906
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	16.98%	\$ 68,610
TOTAL REGIONAL/SHARED		16.90		\$ 697,302

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; 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	\$ 3,040,607
TOTAL COST OF SERVICES (Subsection G-2)	\$ 21,869,919