

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

THIS AGREEMENT is entered into this First day of May 202~~2~~⁴, 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~~24~~²¹ and terminate
3 June 30, 202~~32~~³², 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~~32~~³² for COUNTY to provide to CITY, during all or part of the
10 period between July 1, 202~~32~~³² and June 30, 202~~43~~⁴³, 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 and
14 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~~32~~³²
17 and August 31, 202~~32~~³², 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~~24~~²⁴ through June 30, 202~~32~~³². 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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C. REGULAR SERVICES BY COUNTY: (Continued)

2. The night, day and evening patrol and supervisory shifts will be established by SHERIFF. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of SHERIFF and CITY Manager, the need arises. Any long-term shift deployment change will be reported to CITY's Council.
3. The level of service, other than for licensing, to be provided by the COUNTY for the period July 1, 202~~24~~ through June 30, 202~~32~~ is set forth in Attachment A and incorporated herein by this reference.
4. For any service listed in Attachment A of this Agreement that is provided to CITY at less than 100% of a full-time SHERIFF position, COUNTY retains the option to terminate such service in the event the other city or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and CITY does not request the Agreement be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of CITY set forth in Subsection G-2 will be adjusted accordingly.
5. All services contracted for in this Agreement may not be operational on the precise date specified in this Agreement. In those instances, SHERIFF shall notify CITY Manager of the date or dates such service or services are to be implemented. COUNTY shall reduce the monthly charges to CITY, based on the actual date of implementation of the service or services. Charges shall be reduced on the next monthly billing tendered in accordance with Subsection G-3 of this Agreement.
6. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return the Captain to

C. REGULAR SERVICES BY COUNTY: (Continued)

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

7. With respect to the licensing ordinances of CITY listed in Attachment B hereto, which is incorporated herein by this reference, SHERIFF shall receive applications for CITY licenses pursuant to said ordinances and complete investigations relating to such applications. Said investigations shall be forwarded to CITY Manager. COUNTY shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. COUNTY shall not provide any administrative or investigatory services related to the licensing ordinances listed in Attachment B hereto, except the investigations relating to initial applications for which this subsection provides.
8. With the limitations set forth below, SHERIFF, on behalf of COUNTY, is authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment C and incorporated herein by this reference and the Maximum Obligation of CITY set forth in Subsection G-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and appropriate CITY personnel shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment C and the Maximum Obligation originally set forth in Subsection G-2.

C. REGULAR SERVICES BY COUNTY: (Continued)

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

D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:

1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular

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

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

3. Supplemental services for events operated by public entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-3, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing services that SHERIFF otherwise would provide to CITY

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

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

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection G-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
5. In accordance with Government Code Section 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the cost of services set forth in Attachment C and in the Maximum Obligation of CITY set forth in Subsection G-2. COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment C and in the Maximum Obligation set forth in Subsection G-2 has been established without written notification to the CITY.

E. BODY WORN CAMERA AND IN CAR VIDEO: ~~PATROL VIDEO SYSTEMS:~~

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

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

3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV ~~Patrol Video Systems that are or will be mounted in patrol vehicles assigned to CITY~~, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV ~~PVS~~ when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of BWC and ICVPVS, 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 BWC and ICVPVS during the period July 1, 202~~2~~⁴ through June 30, 202~~3~~².

4. If, following the initial acquisition of BWC and ICVPVS referenced above, CITY requires BWC and ICVPVS for additional SHERIFF'S personnel or vehicles ~~patrol cars~~ designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICVPVS. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition ~~and installation~~ of

1 ~~said~~ additional BWC and the full cost of acquisition and installation of
 2 additional ICVPVS, and b) the full recurring costs for said BWC and ICVPVS,
 3 as deemed necessary by COUNTY, including the costs of maintenance, and
 4 contributions to a fund for replacement and upgrade of such BWC and
 5 ICVPVS when they become functionally or technologically obsolete. Said
 6 costs related to additional BWC and ICVPVS are not included in, and are in
 7 addition to, the costs set forth

8 **E. BODY WORN CAMERA AND IN CAR VIDEO: PATROL VIDEO SYSTEMS:**

9 (Continued)

10 in Attachment C and the Maximum Obligation of CITY set forth in
 11 Subsection G-2 of this Agreement.

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

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

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

24 **G. PAYMENT:**

- 25 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 26 COUNTY the full costs of performing the services mutually agreed upon in
 27 this Agreement. The costs of services include salaries, wages, benefits,
 28

mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.

2. Unless the level of service set forth in Attachment A is increased or decreased pursuant to mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection G-4, the Maximum Obligation of CITY for services, other than Licensing Services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 202~~24~~ through June 30, 202~~32~~ shall be \$~~22,054,470~~ ~~21,294,779~~ as set forth in Attachment C.

G. PAYMENT: (Continued)

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

3. COUNTY shall invoice CITY monthly. For the period July 1, 202~~24~~ through June 30, 202~~32~~ said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY, as said Maximum Obligation may have been increased or decreased pursuant to mutual agreement of the parties. If a determination is made that increases described in Subsection G-4 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 202~~24~~ and June 30, 202~~32~~.

- 4a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 202~~24~~-202~~32~~ cost set forth in Attachment C nor in the Fiscal Year 202~~24~~-202~~32~~ Maximum Obligation of CITY set forth in Subsection G-2 of this

Agreement. If changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection G-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 202~~24~~, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between

G. PAYMENT: (Continued)

July 1, 202~~24~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 202~~24~~ through June 30, 202~~32~~, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 202~~24~~ and June 30, 202~~32~~ remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

4b.If CITY is required to pay for increases as set forth in Subsection G-4a above, COUNTY, at the request of CITY, will thereafter reduce the level of service provided to CITY as set forth in Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 202~~24~~ through June 30, 202~~32~~ an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth

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

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

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

- 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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10 **H. NOTICES:**

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

15 **CITY:** ATTN: CITY MANAGER

16 200 CIVIC CENTER

17 MISSION VIEJO, CA 92691

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

19 SHERIFF-CORONER DEPARTMENT

20 320 NORTH FLOWER STREET, SUITE 108

21 SANTA ANA, CA 92703

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

25 **I. STATUS OF COUNTY:**

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

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

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J. STATE AUDIT:

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

K. ALTERATION OF TERMS:

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

L. INDEMNIFICATION:

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

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

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

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

- 26 2. COUNTY shall indemnify and hold harmless CITY and its elected and
27 appointed officials, officers, agents, employees, subcontractors and
28 independent contractors from any claim, demand or liability whatsoever

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

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

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

1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment F hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the Program periodically, COUNTY will provide written notice to CITY of the updated fees.

M. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment G. The request shall be submitted within the budget schedule established by

1 SHERIFF. SHERIFF shall approve the expenditure only if both of the
2 following conditions are satisfied: 1) there are sufficient Program funds,
3 attributable to revenue generated by CITY'S fee, to pay for the requested
4 purchase, and 2) CITY will use the equipment and/or supplies, during their
5 entire useful life, only for purposes authorized by its TVAP resolution in
6 effect at the time of purchase.

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

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

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

1 Program service provided to CITY shall be made by SHERIFF with the
2 approval of CITY.

3 **N. MOBILE DATA COMPUTERS:**

- 4 1. As part of the law enforcement services to be provided to CITY, COUNTY
5 has provided, or will provide, mobile data computers (hereinafter called
6 "MDCs") that are or will be mounted in patrol vehicles and motorcycles,
7 designated by COUNTY for use within CITY limits.
- 8 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
9 services related to this Agreement.

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

- 11 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
12 installation of MDCs that are or will be mounted in patrol vehicles and
13 motorcycles assigned to CITY, and b) recurring costs, as deemed necessary
14 by COUNTY, including the costs of maintenance and contributions to a fund
15 for replacement and upgrade of such MDCs when they become functionally
16 or technologically obsolete.

17 The costs to be paid by CITY for recurring costs, including maintenance and
18 replacement/upgrade of MDCs, are included in the costs set forth in
19 Attachment C and the Maximum Obligation of CITY set forth in Subsection
20 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
21 not be charged additional amounts for maintenance or replacement/upgrade
22 of said MDCs during the period July 1, 202~~24~~ through June 30, 202~~32~~.

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

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

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

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

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

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of E-Citation units, are included in the costs set forth in
28 Attachment C and the Maximum Obligation of CITY set forth in Subsection

1 G-2 of this Agreement unless CITY has already paid such costs. CITY shall
2 not be charged additional amounts for maintenance or replacement/upgrade
3 of said E-Citation units during the period July 1, 202~~2~~⁴ through
4 June 30, 202~~3~~².

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

11 4. If, following the initial acquisition of E-Citation units referenced above, CITY
12 requires additional E-Citation units designated for use in CITY, COUNTY will
13 purchase said additional E-Citation units. Upon demand by COUNTY, CITY
14 will pay to COUNTY a) the full costs of acquisition of said additional E-
15 Citation units, and b) the full recurring costs for said E-Citation units, as
16 deemed necessary by COUNTY, including the costs of maintenance, and
17 contributions to a fund for replacement and upgrade of such E-Citation units
18 when they become functionally or technologically obsolete. Said costs
19 related to additional E-Citation units are not included in, and are in addition
20 to, the costs set forth in Attachment C and the Maximum Obligation of CITY
21 set forth in Subsection G-2 of this Agreement.

22 5. COUNTY will replace and/or upgrade E-Citation units as needed. The costs
23 of replacing/upgrading E-Citation units shall be paid by COUNTY from the
24 replacement/upgrade funds to be paid by CITY in accordance with the
25 foregoing. CITY shall not be charged any additional charge to replace or
26 upgrade E-Citation units.

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ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF MISSION VIEJO
"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Administrative & Patrol	5.00	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	1.00	each, 80 hrs./ per two wk. pay period
Community Services Officer	Parking Control	7.00	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	13.45%
Deputy Sheriff II	Traffic	4.00	13.45%
Investigative Assistant	Traffic	2.00	13.45%
Office Specialist	Traffic	1.00	13.45%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	8.24%
Investigator	Auto Theft	2.00	8.24%
Investigative Assistant	Auto Theft	1.00	8.24%
Office Specialist	Auto Theft	1.00	8.24%
DET:			
Sergeant	DET	1.00	16.43%
Investigator	DET	1.00	16.43%
COURTS:			
Investigative Assistant	Courts	2.00	32.42%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	18.37%
TOTAL		16.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF MISSION VIEJO**

ATTACHMENT C
Attachment B

**"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	\$ 439,580	\$ 439,580
SUPERVISION:				
Sergeant	Administrative & Patrol	5.00	\$ 366,981	\$ 1,834,905
INVESTIGATION SERVICES:				
Investigator		4.00	\$ 365,932	\$ 1,463,728
Investigative Assistant		1.00	\$ 202,146	\$ 202,146
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II - Patrol	Patrol	32.00	\$ 304,136	\$ 9,732,352
Deputy Sheriff II	Quality of Life	1.00	\$ 304,136	\$ 304,136
Deputy Sheriff II	Homeless Liaison Officer	1.00	\$ 304,136	\$ 304,136
Deputy Sheriff II - Motor	Traffic	4.00	\$ 309,147	\$ 1,236,588
Deputy Sheriff II - Motor	Motorcycle/SRO	1.00	\$ 309,147	\$ 309,147
ADDITIONAL SERVICES:				
Crime Prevention Specialist	Crime Prevention	1.00	\$ 119,840	\$ 119,840
Community Services Officer	Parking Control	7.00	\$ 142,012	\$ 994,084
Deputy Sheriff II	School Resource Services	5.00	\$ 304,136	\$ 1,520,680
Cadet	Extra Help		\$ 50,679	\$ 50,679
TOTAL POSITIONS		63.00		\$ 18,512,001

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	13.45%	\$ 39,764
Deputy Sheriff II	Traffic	4.00	13.45%	\$ 204,599
Investigative Assistant	Traffic	2.00	13.45%	\$ 41,938
Office Specialist	Traffic	1.00	13.45%	\$ 16,321
AUTO THEFT:				
Sergeant	Auto Theft	0.30	8.24%	\$ 12,155
Investigator	Auto Theft	2.00	8.24%	\$ 57,072
Investigative Assistant	Auto Theft	1.00	8.24%	\$ 12,890
Office Specialist	Auto Theft	1.00	8.24%	\$ 9,649
DET:				
Sergeant	DET	1.00	16.43%	\$ 71,275
Investigator	DET	1.00	16.43%	\$ 66,071
COURTS:				
Investigative Assistant	Courts	2.00	32.42%	\$ 95,917
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	18.37%	\$ 71,855
TOTAL REGIONAL/SHARED		16.90		\$ 699,506

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; and retirement rate discount for FY 2022-23.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,842,963
TOTAL COST OF SERVICES (Subsection G-2)	\$ 22,054,470

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