

CONTRACT  
With  
City of Mission Viejo  
For  
Law Enforcement Services

This Contract for Law Enforcement Services, (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as “County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of Mission Viejo, (hereinafter referred to as “City,”) with County and City sometimes individually referred to as “Party”, or collectively referred to as “Parties”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Payment Provisions  
Attachment C – Level of Service  
Attachment D – City Ordinances  
Attachment E – TVAP Resolution  
Attachment F – TVAP Form  
Attachment G – Forfeited and Seized Asset Policy

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, 54981, and 55632, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

**General Terms and Conditions:**

- A. **Term of Contract:** This Contract shall commence July 1, 2026 and terminate June 30, 2027 unless earlier terminated by either Party or extended in the manner set forth herein.
- B. **Termination:** County and City may terminate this Contract, without cause, upon one-hundred and eighty (180) days written notice to the other Party.

If the County and City have not entered into a written Contract for further law enforcement services thirty (30) days before this Contract terminates, then the County and City may execute an amendment that provides as follows and does not materially alter other terms of the Contract: County shall continue to provide to City all, or a designated part, of the law enforcement services specified herein, for sixty (60) days following the termination date of this Contract, and City shall pay County the full costs of providing such services. Such full costs may be greater than those listed herein.

- C. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.
- D. **Amendments:** Unless expressly provided for in this Contract, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or Contract not

incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.

- E. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- F. **Headings:** Headings used throughout this Contract are for convenience only and shall not affect the meaning or interpretation of any provisions of this Contract.
- G. **Independent Contractor:** 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 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 Contract. 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.
- H. **Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City’s municipal ordinances.

If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- I. **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 years after final payment by City to County under this Contract. City and County shall retain all records relating to the performance of this Contract 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.
- J. **Notices:** Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as below. All other notices authorized or required by this Contract shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY:                   ATTN: CITY MANAGER  
                              CITY OF MISSION VIEJO  
                              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

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures:

City: Mission Viejo

By: \_\_\_\_\_ Title: Mayor  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form

By: \_\_\_\_\_  
City Attorney


County:

By: \_\_\_\_\_ Title: Chair of the Board of Supervisors  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: \_\_\_\_\_  
Robin Stieler  
Clerk of the Board  
County of Orange, California

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy  B7726751D1E947E...

## ATTACHMENT A

### SCOPE OF WORK

#### A. Regular Services By County:

1. Sheriff shall render to City law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of City, other than licensing ordinances.
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 the City Council.
3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.
4. The Sheriff will provide a slate of candidates who are eligible for the rank of Captain with the Sheriff from which the City Manager may select a Police Services Chief. The Police Services Chief will be the on-side department head for the city and will attend City Council, staff and community meetings at the discretion of the City Manager.
5. Patrol Performance Goals shall be as follows:
  - Response to Priority One Calls: 5 minutes
  - Response to Priority Two Calls: 12 minutes
  - Response to Priority Three Calls: 20 minutes

The Police Services Chief will report to the City Manager regarding City Police Services personnel's performance in meeting these goals. In the event of a major incident outside the boundaries of City, adequate law enforcement personnel will remain in City to respond to Priority One and Priority Two calls for service.

6. For any service 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 Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.
7. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.
8. 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 hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.
9. Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. 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, except the investigations relating to initial applications for which this subsection provides.
10. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining as defined herein, changes to this Contract 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 Maximum Obligation.

**B. 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. 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. 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, 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 ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. 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. 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, 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 pursuant to this Contract. 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. 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 this Contract, 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. 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 Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

**C. Body Worn Camera And In Car Video:**

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 designated by Sheriff for use within City service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, 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 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 ICV, are included in the costs set forth in the Maximum Obligation of City, unless City has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, City requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the City service area, County will purchase said additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade BWC and ICV.

**D. Traffic Violator Apprehension Program:**

1. County has established a Traffic Violator Apprehension Program ("the Program"), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a "TVAP resolution"), and has directed that the revenue from such fee be used for the Program. City's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. 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 Contract to substitute City's amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. 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 F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City's fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

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

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

**E. Mobile Data Computers:**

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

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles 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 MDCs when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of MDCs referenced above, City requires MDCs for additional patrol cars or motorcycles designated for use in City, or for City's Emergency Operations Center, County will purchase said additional MDCs. Upon demand by County, City will pay to County a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

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

**F. E-Citation Units:**

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, E-Citation units designated by County for use within City limits.

2. Sheriff has the exclusive right to use said E-Citation units for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of E-Citation units that are 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 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 the Maximum Obligation of City unless City has already paid such costs.

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 the Maximum Obligation of City.

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

#### **G. Equipment:**

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

#### **H. City Office Space**

1. In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in City Hall or other City building for the provision of services under this Contract (hereinafter "Police Station"). Said office space, furniture and equipment and supplies shall be used solely by personnel of City and County, while performing their assigned duties related to services under this Contract. City and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. City shall supply all repair, maintenance and janitorial supplies and services to the Police Station and shall be responsible for all charges for utilities supplied to said premises.

2. City and Sheriff agree to staff the Police Station and remain accessible to the public during normal business hours. Sheriff personnel who are regularly deployed to deliver services to adjacent unincorporated areas may operate in and out of the Police Station as a regular duty station.

3. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

4. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

5. Fingerprinting and copying services will be performed by Sheriff employees located at the Police Station.

## ATTACHMENT B

## PAYMENT PROVISIONS

**1. Compensation:** Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$25,550,539 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract 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.

**2. Personnel and Deployment:**

A. City shall pay the full costs of employees in the following instances:

1. County-paid holidays.
2. Sick leave to the extent that it does not exceed the greater of a.) 12 days per year, per position, or b.) the amount of leave accrued by an employee assigned to City during the time he or she has been assigned to City.
3. Vacation leave to the extent it does not exceed an amount permitted by County to be accumulated by an employee at any one time.
4. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by Sheriff.
5. Bereavement leave as authorized by County.
6. Jury duty leave as authorized by County.
7. Responses to mutual aid and natural or man-made disasters or emergencies, unless the County provides a replacement employee, in which case the City will pay for one employee.

B. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within Sheriff's Department shall be considered vacant. The County will provide a credit to the City for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.

C. The Sheriff shall not charge the City when an employee, usually assigned to the City, participates in specialized Sheriff services that are available throughout the County, including in City, in accordance with County Resolution No. 89-1160. If the Sheriff determines that overtime coverage of the employee's absence at City is required, the additional cost of such overtime will not be charged to the City.

Notwithstanding the above, in the event that County personnel provide services in response to mutual aid and natural or man-made disasters or emergencies and the County subsequently receives reimbursement for those services, the County will credit the reimbursement to the City.

**3. Invoice:** County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

**4. Employee Bargaining:** At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. 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, the full costs of said increases to the extent

such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

**5. Billing Policy:** City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

**6. Late Penalties:** County shall charge City late payment penalties in accordance with County Billing Policy.

**7. Licensing Payments:** As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

**8. Fees:** Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

Revenue generated by City fees, including but not limited to the following, will be at rates established by City and will be retained by City:

- a. Bicycle licensing
- b. Fingerprinting
- c. Visa letters
- d. Report duplication
- e. DUI cost recovery
- f. Special police services

ORANGE COUNTY SHERIFF-CORONER  
LAW ENFORCEMENT CONTRACT  
CITY OF MISSION VIEJO  
FY 2026-27

LEVEL OF SERVICE

| Title                               | Detail                         | Quantity     | Cost of Service (each) | Cost of Service Total |
|-------------------------------------|--------------------------------|--------------|------------------------|-----------------------|
| <b>MANAGEMENT:</b>                  |                                |              |                        |                       |
| Captain                             |                                | 1.00         | \$ 520,130             | \$ 520,130            |
| <b>SUPERVISION:</b>                 |                                |              |                        |                       |
| Sergeant                            | Administrative & Patrol        | 6.00         | \$ 420,471             | \$ 2,522,826          |
| <b>INVESTIGATION SERVICES:</b>      |                                |              |                        |                       |
| Investigator                        |                                | 4.00         | \$ 405,303             | \$ 1,621,212          |
| Investigative Assistant             |                                | 1.00         | \$ 229,997             | \$ 229,997            |
| <b>PATROL AND TRAFFIC SERVICES:</b> |                                |              |                        |                       |
| Deputy Sheriff II - Patrol          | Patrol                         | 29.00        | \$ 338,096             | \$ 9,804,784          |
| Deputy Sheriff II                   | Community Services Unit (CSU)  | 4.00         | \$ 338,096             | \$ 1,352,384          |
| Deputy Sheriff II                   | Behavioral Health Bureau (BHB) | 1.00         | \$ 338,096             | \$ 338,096            |
| Deputy Sheriff II - Motor           | Traffic                        | 4.00         | \$ 348,447             | \$ 1,393,788          |
| Deputy Sheriff II - Motor           | Motorcycle/SRO                 | 1.00         | \$ 348,447             | \$ 348,447            |
| <b>ADDITIONAL SERVICES:</b>         |                                |              |                        |                       |
| Crime Prevention Specialist         | Crime Prevention               | 2.00         | \$ 133,853             | \$ 267,706            |
| Community Services Officer          | Parking Control                | 5.00         | \$ 174,942             | \$ 874,710            |
| Deputy Sheriff II                   | School Resource Services       | 5.00         | \$ 338,096             | \$ 1,690,480          |
| Cadet                               | Extra Help                     |              | \$ 65,626              | \$ 65,626             |
| <b>TOTAL POSITIONS</b>              |                                | <b>63.00</b> |                        | <b>\$ 21,030,186</b>  |

**REGIONAL / SHARED STAFF:**

| Title                                   | Regional Team          | Quantity     | % Allocation | Cost \$           |
|---|------------------------|--------------|--------------|-------------------|
| <b>TRAFFIC:</b>                         |                        |              |              |                   |
| Sergeant                                | Traffic                | 0.60         | 12.45%       | \$ 33,524         |
| Investigator                            | Traffic                | 1.00         | 12.45%       | \$ 44,776         |
| Deputy Sheriff II                       | Traffic                | 3.00         | 12.45%       | \$ 151,631        |
| Investigative Assistant                 | Traffic                | 2.00         | 12.45%       | \$ 47,540         |
| <b>AUTO THEFT:</b>                      |                        |              |              |                   |
| Sergeant                                | Auto Theft             | 0.30         | 9.97%        | \$ 13,006         |
| Investigator                            | Auto Theft             | 2.00         | 9.70%        | \$ 81,214         |
| Investigative Assistant                 | Auto Theft             | 1.00         | 9.70%        | \$ 18,659         |
| Office Specialist                       | Auto Theft             | 1.00         | 9.70%        | \$ 13,899         |
| <b>DET:</b>                             |                        |              |              |                   |
| Sergeant                                | DET                    | 1.00         | 10.70%       | \$ 56,242         |
| Investigator                            | DET                    | 1.00         | 10.70%       | \$ 48,649         |
| <b>COURTS:</b>                          |                        |              |              |                   |
| Investigative Assistant                 | Courts                 | 2.00         | 34.15%       | \$ 128,963        |
| <b>MOTORCYCLE (shared Supervision):</b> |                        |              |              |                   |
| Sergeant                                | Motorcycle Supervision | 1.00         | 15.79%       | \$ 72,816         |
| <b>TOTAL REGIONAL/SHARED</b>            |                        | <b>15.90</b> |              | <b>\$ 710,919</b> |

**OTHER CHARGES AND CREDITS:**

|  |                      |
|--|----------------------|
| <b>OTHER CHARGES:</b>  |                      |
| 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 five (5) 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. Added one (1) Motorcycle. |                      |
| <b>CREDITS:</b>  |                      |
| 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>\$ 3,809,434</b>  |
| <b>TOTAL COST OF SERVICES</b>  | <b>\$ 25,550,539</b> |

**ATTACHMENT D**

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

BINGO GAME

BINGO OFFICIAL

CANVASSER/SOLICITOR

DANCE INSTRUCTOR (NUDE)

DANCE STUDIO (NUDE)

ESCORT

ESCORT BUREAU

FIGURE MODEL (NUDE)

FIGURE MODEL STUDIO (NUDE)

GUN DEALER

INTERLOCUTRIX (NUDE)

INTRODUCTORY SERVICE

JUNK COLLECTOR

JUNK DEALER

MESSAGE PARLOR (Includes FBI Fees)

MASSAGIST (Includes FBI Fees)

PEDDLER

POOL ROOM

PUBLIC DANCE

RAP SESSION (NUDE)

SECONDHAND DEALER (Pawnbroker)

TAXICAB STAND

**RESOLUTION 24-39**

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

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

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

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

**WHEREAS**, a 2024 cost study conducted by the Sheriff showed that the administrative costs relating to the removal, impound, storage or release of vehicles impounded pursuant to the Vehicle Code has increased to \$174 per removal; and

**WHEREAS**, on June 25, 2024, the County Board of Supervisors set the fee relating to the removal, impound, storage or release of vehicles properly impounded pursuant to the Vehicle Code at \$174.00 per removal, effective July 1, 2024; and

**WHEREAS**, June 25, 2024, the County Board of Supervisors approved authorization for the Sheriff to annually adjust the administrative fee for the removal, impound, storage or release of vehicles, effective July 1 of each year, starting 2025, not to exceed the annual percentage of the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the actual costs to the Sheriff as determined by additional cost studies; and

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

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

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

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

Section 2. As a participant in the Traffic Violator Apprehension Program, adopts the fee of \$174.00 as approved by the County Board of Supervisors on June 25, 2024 as allowed under Vehicle Code section 22850.5; and

Section 3. Beginning July 1, 2025, approves the annual adjustment, if any, based on the annual percentage of the Los Angeles-Long Beach-Anaheim "all items" Consumer Price Index, provided that the amount does not exceed the actual costs to the Sheriff as determined by additional cost studies.

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of August, 2024.

  
Trish Kelley  
Mayor

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Mission Viejo at a regularly scheduled meeting thereof, held on the 27<sup>th</sup> day of August, 2024, by the following vote of the Council:

AYES: Goodell, Kelley and Ruesch  
NOES: None  
ABSENT: Bucknum and Vasquez

ATTEST:

  
Kimberly Schmitt  
City Clerk

ORANGE COUNTY SHERIFF-CORONER  
TRAFFIC VIOLATOR APPREHENSION PROGRAM

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

OCSD  
BUDGET  
USE ONLY

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

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

**CONTRACTED PATROL AND INVESTIGATION OFFICERS**

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

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

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

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

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

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