

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FIRST AMENDMENT TO AGREEMENT**  
**BETWEEN THE**  
**CITY OF VILLA PARK**  
**AND THE**  
**COUNTY OF ORANGE**

**THIS FIRST AMENDMENT TO AGREEMENT** is entered into this First day of June 2024, which date is enumerated for purposes of reference only, by and between the CITY OF VILLA PARK, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend effective July 1, 2024, that certain Agreement between the parties commencing July 1, 2023, hereinafter to as the "Agreement".

1. For the period July 1, 2024 through June 30, 2025, REGULAR SERVICES BY COUNTY, Subsection C-3, of the Agreement is amended to read as follows:

"C-3. The level of service, to be provided by COUNTY for the period July 1, 2024 through June 30, 2025, is set forth in Attachment A."

2. For the period July 1, 2024 through June 30, 2025, PAYMENT, Subsection F-2 of the Agreement is amended to read as follows:

"F-2. Unless the level of service as set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection F-3, the Maximum Obligation of CITY for services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2024 through June 30, 2025 is \$2,035,677 as set forth in Attachment B.

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

1 may exceed CITY's Maximum Obligation.

2 COUNTY will also provide additional services in support of Special  
3 Enforcement – School Resource Officer (SRO) funds in the amount of  
4 \$210,000 encompassing the school year 2023-24 and Directed Enforcement  
5 in the amount of \$30,000 to be mutually determined and agreed upon by  
6 SHERIFF or designee, and CITY Manager. COUNTY and CITY may  
7 reallocate the total amount, not exceed \$240,000. County will also provide  
8 additional services in support of the Special Event – 4<sup>th</sup> of July  
9 Augmentation in the amount of \$4,500. County will also provide additional  
10 patrol service in support of Motor Traffic Enforcement for (8) hours a month.  
11 CITY will be supplemental billed, in the amount not to exceed \$15,000 for  
12 the period of July 1, 2024 through June 30, 2025, unless they are required  
13 duties related to the Motor Traffic Enforcement activity, CITY will be billed  
14 for the actual hours serviced. These required duties may include, but not  
15 limited to, any hours spent by SHERIFF' personnel in traffic court for  
16 citations issued in the CITY or required report writing.

17 CITY's maximum cumulative payment obligation for these additional services  
18 for the period of July 1, 2024 through June 30, 2025 shall be \$259,500. With  
19 these additional services, the Firm, Fixed Total Cost shall be \$2,295,177 as  
20 set forth in Attachment B. The Firm, Fixed Total Cost does not include any  
21 additional hours for the Motor Traffic Enforcement ancillary duties related to  
22 traffic enforcement.”

- 23 3. For the period July 1, 2024 through June 30, 2025, PAYMENT Subsections F-3a,  
24 F-3b, F-4, and F-5 are amended to read as follows:

25 "F-3a. At the time this Agreement is executed, there are unresolved issues  
26 pertaining to potential changes in salaries and benefits for COUNTY  
27 employees. The costs of such potential changes are not included in the  
28 Fiscal Year 2024-25 costs set forth in Attachment B nor in the Fiscal Year

1 2024-25 Maximum Obligation of CITY set forth in Subsection F-2 of this  
2 Agreement. If the changes result in the COUNTY incurring or becoming  
3 obligated to pay for increased costs for or on account of personnel whose  
4 costs are included in the calculations of costs charged to CITY hereunder,  
5 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
6 Subsection F-2 of this Agreement, the full costs of said increases to the  
7 extent such increases are attributable to work performed by such personnel  
8 during the period July 1, 2024 through June 30, 2025, and CITY's Maximum  
9 Obligation hereunder shall be deemed to have increased accordingly. CITY  
10 shall pay COUNTY in full for such increases on a pro-rata basis over the  
11 portion of the period between July 1, 2024 and June 30, 2025 remaining  
12 after COUNTY notifies CITY that increases are payable. If the changes  
13 result in the COUNTY incurring or becoming obligated to pay for decreased  
14 costs for or on account of personnel whose costs are included in the  
15 calculations of costs charged to CITY hereunder, COUNTY shall reduce the  
16 amount owed by the CITY to the extent such decreases are attributable to  
17 work performed by such personnel during the period July 1, 2024 through  
18 June 30, 2025, and CITY's Maximum Obligation hereunder shall be deemed  
19 to have decreased accordingly. COUNTY shall reduce required payment by  
20 CITY in full for such decreases on a pro-rata basis over the portion of the  
21 period between July 1, 2024 and June 30, 2025 remaining after COUNTY  
22 notifies CITY that the Maximum Obligation has decreased.

- 23 3-b. If CITY is required to pay for increases as set forth in Subsection F-3a.  
24 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
25 service to be provided to CITY pursuant to Attachment A of this Agreement  
26 to a level that will make the Maximum Obligation of CITY hereunder for the  
27 period July 1, 2024 through June 30, 2025 an amount specified by CITY that  
28 is equivalent to or higher or lower than the Maximum Obligation set forth in

1 Subsection F-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.

9 4. COUNTY shall invoice CITY monthly. During the period July 1, 2024  
10 through June 30, 2025, said invoices will require payment by CITY of one-  
11 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3  
12 of this Amendment, as said Maximum Obligation may have been increased  
13 or decreased. In addition, if a determination is made that increases  
14 described in Subsection F-3 must be paid, COUNTY thereafter shall include  
15 the pro-rata charges for such increases in its monthly invoices to CITY for  
16 the balance of the period between July 1, 2024 and June 30, 2025.

17 5. CITY shall pay COUNTY in accordance with COUNTY Board of  
18 Supervisors' approved County Billing Policy, Attachment C. Payments  
19 made electronically via a credit card or through a banking system that  
20 charges Merchant Fees, Service Fees, or any other Fees shall be the  
21 responsibility of the City. If the County is charged any of the before  
22 mentioned fees, the City shall be responsible for payment of these fees to  
23 the County"

24 4. For the period July 1, 2024 through June 30, 2025, SECTION P EQUIPMENT of  
25 the Agreement is amended to add as follows:

26 "P-1. As part of the law enforcement services to be provided to CITY, COUNTY  
27 shall purchase motorcycles and radios that meet certain law enforcement  
28 standards as determined by the COUNTY (hereinafter "Equipment").

- 1           2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
2           Equipment, b) recurring costs, c) the costs of maintenance, and d)  
3           replacement and upgrade of such Equipment when they become  
4           functionally or technologically obsolete, as deemed necessary by COUNTY.  
5           The costs to be paid by CITY are included in the costs set forth in  
6           Attachment B and the Maximum Obligation of CITY set forth in Subsection  
7           F-2 of this Agreement.
- 8           3. The Equipment purchased by the COUNTY for services to the CITY shall be  
9           the property of the County.
- 10          4. Radios and motorcycles previously purchased by the CITY for COUNTY law  
11          enforcement services to the CITY shall be the property of the CITY.  
12          Notwithstanding Section K of this Agreement, COUNTY shall be responsible  
13          to CITY for any damage to CITY radios and motorcycles caused by  
14          COUNTY's act or omission.
- 15          5. Effective July 1, 2024, Attachments A and B are amended as attached hereto.  
16          Attachments A and B are incorporated into this agreement by reference.
- 17          6. All other provisions of the Agreement, to the extent that they are not in conflict with  
18          this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //

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

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

CITY OF VILLA PARK

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
City Attorney

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

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairman of the Board of  
Supervisors

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:

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

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

BY: \_\_\_\_\_  
Deputy *Annie Lee*  
DocuSigned by:  
B7726751D1E947E...

DATED: 4/29/2024 \_\_\_\_\_

**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF VILLA PARK  
"REGULAR SERVICES BY COUNTY"  
(Subsection C-3)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>INVESTIGATION SERVICES:</b>			
Investigator		0.50	40 hrs./ per two wk. pay period
<b>PATROL AND TRAFFIC SERVICES*:</b>			
Deputy Sheriff II -Patrol	Patrol	4.00	each, 80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>4.50</b>	

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

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation
<b>TRAFFIC:</b>			
Sergeant	Traffic	0.60	0.53%
Investigator	Traffic	1.00	0.53%
Deputy Sheriff II	Traffic	3.00	0.53%
Investigative Assistant	Traffic	2.00	0.53%
Office Specialist	Traffic	1.00	0.53%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	0.35%
Investigator	Auto Theft	2.00	0.35%
Investigative Assistant	Auto Theft	1.00	0.35%
Office Specialist	Auto Theft	1.00	0.35%
<b>TOTAL</b>		<b>11.90</b>	

**ORANGE COUNTY SHERIFF-CORONER  
FY 2024-25 LAW ENFORCEMENT CONTRACT  
CITY OF VILLA PARK**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>INVESTIGATION SERVICES:</b>				
Investigator		0.50	\$ 437,366	\$ 218,683
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	4.00	\$ 372,055	\$ 1,488,220
<b>TOTAL POSITIONS</b>		<b>4.50</b>		<b>\$ 1,706,903</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	0.53%	\$ 1,540
Investigator	Traffic	1.00	0.53%	\$ 1,859
Deputy Sheriff II	Traffic	3.00	0.53%	\$ 6,473
Investigative Assistant	Traffic	2.00	0.53%	\$ 1,834
Office Specialist	Traffic	1.00	0.53%	\$ 693
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	0.35%	\$ 502
Investigator	Auto Theft	2.00	0.35%	\$ 2,651
Investigative Assistant	Auto Theft	1.00	0.35%	\$ 594
Office Specialist	Auto Theft	1.00	0.35%	\$ 454
<b>TOTAL REGIONAL/SHARED</b>		<b>11.90</b>		<b>\$ 16,600</b>

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

<b>OTHER CHARGES:</b>	
Overtime	\$ 125,625
Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment	\$ 5,347
Body Worn Camera (BWC) and In Car Video (ICV)	\$ 19,911
Contract Administration	\$ 5,638
Data Line	\$ 4,026
E-Citation	\$ 2,297
Enhanced Helicopter Response Services	\$ 5,910
Holiday Pay: comp and straight time	\$ 18,857
Integrated Law & Justice Agency of Orange County	\$ 592
Mobile Data Computer (MDC) recurring costs	\$ 8,072
Patrol Training Cost Allocation (FTB)	\$ 36,106
Premium Pay (bilingual staff, education incentive pay and on-call)	\$ 18,701
Retirement rate discount expenses (interest and cost of issuance)	\$ -
Services and supplies, including crossing guard services contract	\$ 20,275
Transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance	\$ 43,355
<b>CREDITS:</b>	
AB 109 (2011 Public Safety Realignment)	\$ -
False Alarm fees	\$ (2,538)
Reimbursement for training and miscellaneous programs	\$ -

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 312,174</b>
----------------------------------------	-------------------

<b>TOTAL MAX OBLIGATION (Subsection F-2)</b>	<b>\$ 2,035,677</b>
----------------------------------------------	---------------------

<b>Special Services</b>	
Special Services - Special Event: 4th of July Augmentation	\$ 4,500
Special Services - SRO	\$ 210,000
Special Services - Directed Enforcement	\$ 30,000
Motor Traffic Enforcement - Overtime	\$ 15,000
<b>Subtotal for Special Services</b>	<b>\$ 259,500</b>
<b>FY 2024-25 (FINAL) FIRM, FIXED TOTAL COST</b>	<b>\$ 2,295,177</b>