FIRST AMENDMENT TO IVE-YEAR AGREEMENT

BETWEEN THE CITY OF VILLA PARK AND THE

COUNTY OF ORANGE

THIS <u>FIRST AMENDMENT TO</u> AGREEMENT is entered into this First day of June 20243, 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". <u>To amend effective July 1, 2024, that certain Agreement between the parties commencing July 1, 2023, hereinafter to as the "Agreement".</u>

- 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 and incorporated herein by this reference."
- 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 may exceed CITY's Maximum Obligation.

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

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

3. For the period July 1, 2020 through June 30, 2025, PAYMENT Subsections F-3a, F-3b, and F-4 and F-5 are amended to read as follows:

"F-3a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY

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employees. The costs of such potential changes are not included in the Fiscal Year 2024-25 costs set forth in Attachment B nor in the Fiscal Year 2024-25 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. If the 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 F-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel during the period July 1, 2024 through June 30, 2025, 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 July 1, 2024 and June 30, 2025 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, 2024 through June 30, 2025, 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, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

3-b. If CITY is required to pay for increases as set forth in Subsection F-3a.

above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the

period July 1, 2024 through June 30, 2025 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection F-2 for said period at the time this Agreement originally was executed. 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 Agreement so providing. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

- 4. 4.—COUNTY shall invoice CITY monthly. During the period July 1, 2024 through June 30, 2025, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3 of this Amendment, as said Maximum Obligation may have been increased or decreased. In addition, if a determination is made that increases described in Subsection F-3 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, 2024 and June 30, 2025.
- 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, Attachment C. 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"
- 1.6.For the period July 1, 2024 through June 30, 2025, SECTION P EQUIPMENT of the Agreement is amended to add as follows:

"P-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 Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
- 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 the CITY. Notwithstanding Section K of this Agreement, COUNTY shall be responsible to CITY for any damage to CITY radios and motorcycles caused by COUNTY's act or omission.
- 7. All other provisions of the Agreement, to the extent that they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

WITNESSETH:

services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as

WHEREAS. CITY wishes to contract with COUNTY for law enforcement

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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A. TERM:

The term of this Agreement shall be for five (5) years, commencing July 1, 2023 and terminating June 30, 2028, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or CITY may terminate this Agreement, without cause, upon one hundred and eighty (180) days written notice to the other party.

C. REGULAR SERVICES BY COUNTY:

2. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "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.

Sheriff shall be responsible for the enforcement of all lawful CITY ordinances, except those enforced by CITY. CITY shall be responsible for the enforcement of all lawful CITY ordinances, except those enforced by Sheriff. Except as otherwise directed by CITY's Council, SHERIFF and CITY's Manager shall jointly determine which of CITY's lawful ordinances SHERIFF shall be responsible for enforcing.

- 3. 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.
- 4. The level of service, to be provided by COUNTY for the period July 1, 2023 through June 30, 2024, is set forth in Attachment A.

REGULAR SERVICES BY COUNTY: (Continued)

- 5. 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 other city or cities that contract for the balance of the time of the employee providing the service no longer pays 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 F-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 F-4 of this Agreement.
- 6. Each fiscal year, at a date determined by CITY, COUNTY shall submit to CITY, in writing, a recommended level of service for the following fiscal year. CITY shall remit to COUNTY, in writing, its response to the recommended level of service. If the parties are unable to agree by June 30 of any fiscal year on the level of service to be provided by COUNTY to CITY or on the amount to be paid by CITY for services to be provided by COUNTY for the following fiscal year, this Agreement will terminate as of September 30 of the following fiscal year. If the parties do not agree by June 30 on the level of service and cost of services for the following fiscal year, between July 1 and September 30 of the following fiscal year, COUNTY will provide the level of

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service provided in the preceding fiscal year, and CITY shall be obligated to pay the cost of such services. The full cost of such services may exceed

C. REGULAR SERVICES BY COUNTY: (Continued)

the cost of similar services provided in the prior fiscal year.

- 7. SHERIFF shall provide all staffing, supervision, supplies and equipment necessary to deliver services as required in this Agreement.
- 8. COUNTY or CITY, upon thirty (30) days notice and mutual written agreement, shall increase or decrease service levels.
- 9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are 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 Manager 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 B and the Maximum Obligation of CITY set forth in Subsection F-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except for costs related to Sections F-3a and F-3b, changes 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 B and the Maximum Obligation originally set forth in Subsection F-2.

Except for changes under Sections F-3a and F-3b, 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 B and the Maximum Obligation originally

C. REGULAR SERVICES BY COUNTY: (Continued)

set forth in Subsection F-2 of the 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 F-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 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

- enhanced and supplemental services by county: (Continued) 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 F-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 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

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

 Obligation of CITY set forth in Subsection F-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 F-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
 - 5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S sole discretion, may provide enhanced patrol, security, school resource, directed enforcement, or other law enforcement services. The type, time and place of said services shall be agreed upon by SHERIFF and City Manager. SHERIFF shall determine personnel and equipment needed for such services, and shall provide an initial estimate of personnel and equipment costs to CITY. If such services are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such services at an amount computed by SHERIFF, based upon the most current COUNTY law enforcement cost study.
 - In accordance with Government Code 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

B and in the Maximum Obligation of CITY set forth in Subsection F-2.

COUNTY shall not charge any additional amounts for enhanced helicopter services after the cost of services set forth in Attachment B and in the Maximum Obligation set forth in Subsection F-2 has been established in any fiscal year without written notification to the CITY.

E. 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.
- SHERIFF has the exclusive right to use said BWC and ICV 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, 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 Attachment B and the Maximum Obligation of CITY set forth in Subsection F-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 ICV during the period July 1, 2023 through June 30, 2024.

4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF's personnel or vehicles

BODY WORN AND IN CAR VIDEO: (Continued)

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 BWC and 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 Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.

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 after the cost of BWC and ICV.

F. PAYMENT:

- 1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
- 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, 2023 through June 30, 2024 is

F. PAYMENT: (Continued)

\$1,829,764 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 may exceed CITY's Maximum Obligation.

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

CITY's maximum cumulative payment obligation for these additional services for the period of July 1, 2023 through June 30, 2024 shall be \$259,500. With these additional services, the Firm, Fixed Total Cost shall be \$2,089,264 as set forth in Attachment B. The Firm, Fixed Total Cost does

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not include any additional hours for the Motor Traffic Enforcement ancillary duties related to traffic enforcement.

PAYMENT: (Continued)

3a. At the time this Agreement is executed, there are 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 2023-24 costs set forth in Attachment B nor in the Fiscal Year 2023-24 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. If the 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 F-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel during the period July 1, 2023 through June 30, 2024, 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 July 1, 2023 and June 30, 2024 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, 2023 through June 30, 2024, 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, 2023 and June 30, 2024 remaining after COUNTY

notifies CITY that the Maximum Obligation has decreased.

3b. If CITY is required to pay for increases as set forth in Subsection F-3a.

. PAYMENT: (Continued)

above, COUNTY, at the request of CITY, will thereafter reduce the level of service to be provided to CITY pursuant to Attachment A of this Agreement to a level that will make the Maximum Obligation of CITY hereunder for the period July 1, 2023 through June 30, 2024 an amount specified by CITY that is equivalent to or higher or lower than the Maximum Obligation set forth in Subsection F-2 for said period at the time this Agreement originally was executed. 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 Agreement so providing, pursuant to Subsection C-9. Decisions about how to reduce the level of service provided to CITY shall be made by SHERIFF with the approval of CITY.

- 4. COUNTY shall invoice CITY monthly. During the period July 1, 2023 through June 30, 2024, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3 of this Amendment, as said Maximum Obligation may have been increased or decreased. In addition, if a determination is made that increases described in Subsection F-3 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, 2023 and June 30, 2024.
- 5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved Billing Policy, which is attached hereto as Attachment C.

6. COUNTY shall charge CITY late payment penalties in accordance with 1 County Billing Policy. 2 **PAYMENT:** (Continued) 3 7. Narcotic asset forfeitures will be handled pursuant to Attachment D. 4 NOTICES: 5 1. Except for the notices provided for in Subsection 2 of this Section, all notices 6 authorized or required by this Agreement shall be effective when written and 7 deposited in the United States mail, first class postage prepaid and 8 addressed as follows: 9 10 CITY: ATTN: CITY MANAGER 11 17855 SANTIAGO BOULEVARD 12 VILLA PARK, CA 92861 13 14 ATTN: LAW ENFORCEMENT CONTRACT MANAGER COUNTY: 15 SHERIFF-CORONER DEPARTMENT 16 320 NORTH FLOWER ST. SUITE 108 17 SANTA ANA. CA 92703 18 2. Termination notices shall be effective when written and deposited in the 19 United States mail, certified, return receipt requested and addressed as 20 above. 21 STATUS OF COUNTY: 22 COUNTY is, and shall at all times be deemed to be, an independent contractor. 23 Nothing herein contained shall be construed as creating the relationship of 24 employer and employee, or principal and agent, between CITY and COUNTY or 25 any of COUNTY's agents or employees. COUNTY and its SHERIFF shall 26 retain all authority for rendition of services, standards of performance, control of 27 personnel, and other matters incident to the performance of services by 28 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.

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 (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 claim or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

J. ALTERATION OF TERMS:

This Agreement is comprised of this documents and Attachments A through F, which are attached hereto and incorporated herein by reference.

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, unless expressly provided herein shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. 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 or defective condition of any public street, work, or property of CITY, or for any illegality or unconstitutionality of CITY's municipal ordinances. CITY shall indemnify and hold harmless COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors

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and independent contractors from any claim, demand or liability whatsoever based or asserted upon the condition of any public street, work, or property

K. INDEMNIFICATION: (Continued)

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

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage,

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bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with

K. INDEMNIFICATION: (Continued)

counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions. County shall be responsible for any damage caused to City vehicles used by County under this agreement, except to the extent that the damage is caused by the City's act or omission.

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 a fee pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as set forth in the resolution that is attached hereto as 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 the TVAP resolution that is attached hereto as Attachment E. 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 fee and the Program, and 2) remains a participant

TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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 E, 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. 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 preapproval of the expenditure by using the form as shown in Attachment F, which is attached hereto and incorporated into the Agreement by this reference.

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TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

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 set forth in Subsection F-2 of this Agreement. 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 Agreement 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.

M. 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 Agreement.
- 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 Attachment B and the Maximum Obligation of CITY set forth in Subsection F-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 MDCs during the period July 1, 2023 through June 30, 2024.
- 4. If, following the initial acquisition of MDCs referenced above, CITY requires MDCs for additional patrol cars or motorcycles designated for use in the 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 MDC's, 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

M. MOBILE DATA COMPUTERS: (Continued)

MDCs are not included in, and are in addition to, the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.

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 after the cost of MDC set forth in Attachment B and in the Maximum Obligation set forth in Subsection F-2 has been established in any fiscal year without written notification to the CITY.

N. 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 Agreement.
- 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 Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs.

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CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2023

N. E-CITATION UNITS: (Continued)

through June 30, 2024.

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

1	IN WITNESS WHERE	OF , the parties have executed the <u>FIR</u>
2	AMENDMENT TO AGREEMENT in the	e County of Orange, State of California.
3		DATED:
4		CITY OF VILLA PARK
5	ATTEST:City Clerk	• • • • • • • • • • • • • • • • • • • •
6	Oity Clerk	BY:
7		Mayor
8		APPROVED AS TO FORM:
9		
)		BY:
1		City Attorney
	DATED:	
3 .	COUNTY OF ORANGE	
1 5	DV	
$\begin{bmatrix} \\ \\ \end{bmatrix}$	BY:Chairman of the Board of	
,	Supervisors	
	Signed and certified that a copy of this	
	document has been delivered to the Ch	
	of the Board per G.C. Sec. 25103, Res Attest:	0 /9-1535
	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
3		DATED:

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

"PAYMENT" (Subsection F-2)

ATTACHMENT B

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

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
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
AUTO THEFT:				
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
TOTAL REGIONAL/SHARED		11.90		\$ 16,600

OTHER CHARGES AND CREDITS (Subsection F-2):

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 E-Citation Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	5,34 19,91 5,63 4,02 2,29 5,91 18,85
Body Worn Camera (BWC) and In Car Video (ICV) Contract Administration Data Line E-Citation Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$ \$ \$ \$	19,91 5,63 4,02 2,29 5,91
Contract Administration Data Line E-Citation Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$ \$ \$ \$	5,63 4,02 2,29 5,91
Data Line E-Citation Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$ \$ \$	4,02 2,29 5,91
E-Citation Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$	2,29 5,9°
Enhanced Helicopter Response Services Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$	5,9
Holiday Pay: comp and straight time Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs		
Integrated Law & Justice Agency of Orange County Mobile Data Computer (MDC) recurring costs	\$	10.0
Mobile Data Computer (MDC) recurring costs		10,0
	\$	5
	\$	8,0
Patrol Training Cost Allocation (FTB)	\$	36,1
Premium Pay (bilingual staff, education incentive pay and on-call)	\$	18,7
Retirement rate discount expenses (interest and cost of issuance)	\$	-
Services and supplies, including crossing guard services contract	\$	20,2
Transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance	\$	43,3
CREDITS:		
AB 109 (2011 Public Safety Realignment)	\$	-
False Alarm fees	\$	(2,5
Reimbursement for training and miscellaneous programs	\$	

TOTAL OTHER CHARGES AND CREDITS	\$ 312,
TOTAL MAX OBLIGATION (Subsection F-2)	\$ 2,035,
Special Services	
Special Services - Special Event: 4th of July Augmentation	\$ 4
Special Services - SRO	\$ 210
Special Services - Directed Enforcement	\$ 30
Motor Traffic Enforcement - Overtime	\$ 15
Subtotal for Special Services	\$ 259
FY 2024-25 (FINAL) FIRM, FIXED TOTAL COST	\$ 2.295.