

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

**THIS THIRDSECOND AMENDMENT TO AGREEMENT** is entered into this First day of May 202~~10~~, 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, 202~~10~~, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, 202~~10~~ through June 30, 202~~24~~, 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, 202~~10~~ through June 30, 202~~24~~, is set forth in Attachment A and incorporated herein by this reference."

2. For the period July 1, 202~~10~~ through June 30, 202~~24~~, PATROL VIDEO SYSTEMS, Subsection E-3, of the Agreement is amended to read as follows:

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

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, 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 PVS during the period July 1, 202~~10~~ through June 30, 202~~21~~.”

3. ~~Effective For the period~~ July 1, 202~~10~~ ~~through June 30, 2021~~, 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, 202~~10~~ through June 30, 202~~21~~ is \$1,~~862,076,738,977~~ as set forth in Attachment B.

The overtime costs included in the Agreement are only an estimate. COUNTY 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 COPS/Special Enforcement – School Resource Officer (SRO) funds in the amount of \$116,000 encompassing the school year 202~~10~~-202~~21~~ and COPS/Directed Enforcement in the amount of \$45,000 to be mutually determined and agreed upon by SHERIFF or designee, and CITY Manager (collectively referred to as “COPS funding”). COUNTY and CITY may reallocate COPS funding, provided the total amount for COPS funding does not exceed \$161,000.

County will also provide additional services in support of the Special Event – 4<sup>th</sup> of July Augmentation in the amount of \$4,000.

County will also provide additional patrol service in support of Traffic Enforcement for eight (8) hours a month of a Motor Sergeant position. In the event traffic enforcement activity and/or incident becomes prolonged, CITY will be billed for actual hours serviced by the Motor Sergeant. CITY will be supplemental billed, at an hourly rate of \$125.43, in the amount not to exceed \$12,042 per year, unless enforcement activity becomes prolonged and exceeds the \$12,042. This shall include any hours spent 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, 202~~10~~ through June 30, 202~~21~~ shall be \$~~177,041~~~~165,000~~. With these additional services, the Firm, Fixed Total Cost shall be \$~~42,039,117,903,977~~ as set forth in Attachment B."

4. For the period July 1, 202~~10~~ through June 30, 202~~21~~, PAYMENT Subsections F-3a, F-3b, and F-4 are amended to read as follows:

"F-3a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year 202~~10~~-202~~21~~ costs set forth in Attachment B nor in the Fiscal Year 202~~10~~-202~~21~~ 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, 202~~10~~ through June 30, 202~~21~~, 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

1 basis over the portion of the period between July 1, 202~~19~~ and June 30,  
2 202~~24~~ remaining after COUNTY notifies CITY that increases are payable. If  
3 the changes result in the COUNTY incurring or becoming obligated to pay  
4 for decreased costs for or on account of personnel whose costs are included  
5 in the calculations of costs charged to CITY hereunder, COUNTY shall  
6 reduce the amount owed by the CITY to the extent such decreases are  
7 attributable to work performed by such personnel during the period July 1,  
8 202~~19~~ through June 30, 202~~24~~, and CITY's Maximum Obligation hereunder  
9 shall be deemed to have decreased accordingly. COUNTY shall reduce  
10 required payment by CITY in full for such decreases on a pro-rata basis over  
11 the portion of the period between July 1, 202~~19~~ and June 30, 202~~24~~  
12 remaining after COUNTY notifies CITY that the Maximum Obligation has  
13 decreased.

14 F-3b. If CITY is required to pay for increases as set forth in Subsection F-3a.  
15 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
16 service to be provided to CITY pursuant to Attachment A of this Agreement  
17 to a level that will make the Maximum Obligation of CITY hereunder for the  
18 period July 1, 202~~19~~ through June 30, 202~~24~~ an amount specified by CITY  
19 that is equivalent to or higher or lower than the Maximum Obligation set forth  
20 in Subsection F-2 for said period at the time this Agreement originally was  
21 executed. The purpose of such adjustment of service levels will be to give  
22 CITY the option of keeping its Maximum Obligation hereunder at the pre-  
23 increase level or at any other higher or lower level specified by CITY. In the  
24 event of such reduction in level of service and adjustment of costs, the  
25 parties shall execute an amendment to this Agreement so providing.  
26 Decisions about how to reduce the level of service provided to CITY shall be  
27 made by SHERIFF with the approval of CITY.  
28

1 F-4. COUNTY shall invoice CITY monthly. During the period July 1, 202~~10~~  
2 through June 30, 202~~21~~<sup>24</sup>, said invoices will require payment by CITY of one-  
3 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3  
4 of this Amendment, as said Maximum Obligation may have been increased  
5 or decreased. In addition, if a determination is made that increases  
6 described in Subsection F-3 must be paid, COUNTY thereafter shall include  
7 the pro-rata charges for such increases in its monthly invoices to CITY for  
8 the balance of the period between July 1, 202~~10~~ and June 30, 202~~21~~<sup>24</sup>.”

9 5. For the period July 1, 202~~10~~ through June 30, 202~~21~~<sup>24</sup>, MOBILE DATA  
10 COMPUTERS, Subsection M-3, of the Agreement is amended to read as follows:

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

17 The costs to be paid by CITY for recurring costs, including maintenance and  
18 replacement/upgrade of MDCs, are included in the costs set forth in  
19 Attachment B and the Maximum Obligation of CITY set forth in Subsection  
20 F-2 of this Agreement unless CITY has already paid such costs. CITY shall  
21 not be charged additional amounts for maintenance or replacement/upgrade  
22 of said MDCs during the period July 1, 202~~10~~ through June 30, 202~~21~~<sup>24</sup>.”

23 6. Effective July 1, 2021, TRAFFIC VIOLATOR APPREHENSION PROGRAM,  
24 Subsection L-1 of the Agreement is amended to read as follows:

25 “L-1. COUNTY has established a Traffic Violator Apprehension Program [“the  
26 Program”], which is operated by SHERIFF, and is designed to reduce  
27 vehicle accidents caused by unlicensed drivers and drivers whose licenses  
28 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~~s pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as and under the terms and conditions set forth in the resolution that is attached hereto as Attachment E and incorporated into this Agreement by reference [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~~s and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment E hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the Program periodically, COUNTY will provide written notice to CITY of the updated fees. CITY's participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

~~6.7.~~ For the period July 1, 202~~10~~24, E-CITATION UNITS Subsection N-3 of the Agreement is amended to read as follows:



1 "N-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of  
2 E-Citation units that are assigned to CITY, and b) recurring costs, as  
3 deemed necessary by COUNTY, including the costs of maintenance and  
4 contributions to a fund for replacement and upgrade of such E-Citation units  
5 when they become functionally or technologically obsolete.

6 The costs to be paid by CITY for recurring costs, including maintenance and  
7 replacement/upgrade of E-Citation units, are included in the costs set forth  
8 in Attachment B and the Maximum Obligation of CITY set forth in  
9 Subsection F-2 of this Agreement unless CITY has already paid such costs.  
10 CITY shall not be charged additional amounts for maintenance or  
11 replacement/upgrade of said E-Citation units during the period July 1, 202~~19~~  
12 through June 30, 202~~21~~.

13 ~~7. Effective July 1, 2020, Attachment D (Forfeited and Seized Asset Policy) is~~  
14 ~~amended to reflect current asset forfeiture guidelines. Attachment D, as amended~~  
15 ~~and attached hereto, is incorporated in the Agreement by this reference.~~

16 8. All other provisions of the Agreement, to the extent that they are not in conflict with  
17 this ~~THIRD~~~~SECOND~~ AMENDMENT TO AGREEMENT, remain unchanged.

18 //

19 **IN WITNESS WHEREOF**, the parties have executed the ~~SECOND~~  
20 ~~THIRD~~ AMENDMENT TO AGREEMENT in the County of Orange, State of California.

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

22 CITY OF VILLA PARK

23 ATTEST: \_\_\_\_\_

24 City Clerk

25 BY: \_\_\_\_\_

26 Mayor

27 APPROVED AS TO FORM:

28 BY: \_\_\_\_\_

City Attorney

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

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Chairwoman 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

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



**ORANGE COUNTY SHERIFF-CORONER**  
**FY 2021-22 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	0.45%
Deputy Sheriff II	Traffic	4.00	0.45%
Investigative Assistant	Traffic	2.00	0.45%
Office Specialist	Traffic	1.00	0.45%
<b>AUTO THEFT:</b>			
Sergeant	Auto Theft	0.30	0.39%
Investigator	Auto Theft	2.00	0.39%
Investigative Assistant	Auto Theft	1.00	0.39%
Office Specialist	Auto Theft	1.00	0.39%
<b>TOTAL</b>		<b>11.90</b>	

**ORANGE COUNTY SHERIFF-CORONER  
FY 2021-22 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	\$ 375,016	\$ 187,508
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	4.00	\$ 342,091	\$ 1,368,364
<b>TOTAL POSITIONS</b>		<b>4.50</b>		<b>\$ 1,555,872</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	0.45%	\$ 1,330
Deputy Sheriff II	Traffic	4.00	0.45%	\$ 6,503
Investigative Assistant	Traffic	2.00	0.45%	\$ 1,354
Office Specialist	Traffic	1.00	0.45%	\$ 515
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	0.39%	\$ 575
Investigator	Auto Theft	2.00	0.39%	\$ 2,672
Investigative Assistant	Auto Theft	1.00	0.39%	\$ 580
Office Specialist	Auto Theft	1.00	0.39%	\$ 440
<b>TOTAL REGIONAL/SHARED</b>		<b>11.90</b>		<b>\$ 13,969</b>

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

<b>OTHER CHARGES:</b>	
Overtime	\$ 108,702
Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment	\$ 20,569
Contract Administration	\$ 5,144
Data Line	\$ 3,956
E-Citation	\$ 5,840
Enhanced Helicopter Response Services	\$ 4,861
Holiday Pay: comp and straight time	\$ 20,349
Integrated Law & Justice Agency of Orange County	\$ 540
Mobile Data Computer (MDC) recurring costs	\$ 8,036
Patrol Training Cost Allocation (FTB)	\$ 26,947
Patrol Video System (PVS) - Recurring Costs	\$ 6,303
Premium Pay (bilingual staff, education incentive pay and on-call)	\$ 17,180
Retirement rate discount expenses (interest and cost of issuance)	\$ 602
Services and supplies, including crossing guard services contract	\$ 9,894
Transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance	\$ 73,486
<b>CREDITS:</b>	
AB 109 (2011 Public Safety Realignment)	\$ -
False Alarm fees	\$ (935)
Reimbursement for training and miscellaneous programs	\$ -
Retirement rate discount FY 2021-22	\$ (19,239)

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 292,235</b>
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<b>TOTAL MAX OBLIGATION (Subsection F-2)</b>	<b>\$ 1,862,076</b>
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<b>Special Services</b>	
Special Services - Special Event: 4th of July Augmentation	\$ 4,000
Special Services - COPS/SRO	\$ 116,000
Special Services - COPS/Directed Enforcement	\$ 45,000
Motor Sergeant - Overtime	\$ 12,041
<b>Subtotal for Special Services</b>	<b>\$ 177,041</b>
<b>FY 2021-22 (FINAL) FIRM, FIXED TOTAL COST</b>	<b>\$ 2,039,117</b>

RESOLUTION NO. ~~2020-3502~~ 2000-2493

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF VILLA PARK, CALIFORNIA APPROVING THE FEE INCREASE WITH THE  
ORANGE COUNTY SHERIFF-CORONER'S TRAFFIC VIOLATOR  
APPREHENSION PROGRAM (TVAP) AND ADOPTING  
AN ADMINISTRATIVE FEE SCHEDULE

WHEREAS, ON April 25, 2000 City Council adopted Resolution 2000-2493 approving the Orange County Traffic Violation Apprehension Program and Adopting an administrative fee schedule; and the Orange County Sheriff-Coroner (hereinafter "the Sheriff") 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 Orange County Sheriff-Coroner 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 the Sheriff operates said Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in the cities in Orange County that contract for the Sheriff's law enforcement services, including this city; and

WHEREAS, the current fee is \$50.00 for a regular impound and \$152.00 for a mandatory 30-day impound; and the operation of the Traffic Violator Apprehension Program on an area-wide basis, without regard to jurisdictional boundaries between the County and the cities, serves the public purposes of the City of Villa Park because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors approved a proposed increase in the administrative fee for the Sheriff-Coroner Department for vehicle removal, impound, storage or release of vehicles from \$50 to \$144 for vehicle removal pursuant to specific Vehicle Code violations and from \$152 to \$144 for vehicle removal due to driving without a license or with a suspended or revoked license; the Orange County Board of Supervisors already has adopted fees for the unincorporated areas of the County that are identical to those described herein; and

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and the Orange County Board of Supervisors has directed the establishment in the County Treasury of an interest-earning, budgeted special revenue fund, called "the Traffic Violator Fund" and designated as Fund No. 138, to be controlled by the Sheriff; and

WHEREAS, the City of Villa Park wishes to authorize these newly adopted vehicle release fees; and the Orange County Board of Supervisors has directed that the

~~proceeds of the County fees that are identical to the fees described herein be deposited in the Traffic Violator Fund; and~~

WHEREAS, ~~the~~ a Notice of Public Hearing with respect to the proposed new fee was given according to law; and the Orange County Board of Supervisors has directed that the Traffic Violator Fund be used exclusively for the Traffic Violator Apprehension Program operated by the Sheriff in the unincorporated areas of Orange County and the cities that contract for the Sheriff's law enforcement services; and

WHEREAS, ~~a Public Hearing with respect to the new proposed fee was held on December 15, 2020. the Orange County Board of Supervisors has directed that permissible expenditures from the Traffic Violator Fund include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension~~

~~Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program; and~~

~~**WHEREAS**, the Orange County Board of Supervisors has directed that until further order of that Board, the balance remaining in the Traffic Violator Fund at the close of any fiscal year shall be carried forward and accumulated in said Fund for the above-described purposes; and~~

~~**WHEREAS**, the Sheriff has advised this council of his plans to seek adoption, by the city councils of each of the other cities that contract for the Sheriff's law enforcement services, of fees identical to those described herein, to be used for the Traffic Violator Apprehension Program; and~~

~~**WHEREAS**, the Sheriff impounds numerous and various vehicles removed from highways, public property or private property in this city during the normal course of duty; and~~

~~**WHEREAS**, the Sheriff impounds said vehicles pursuant to his authority under the California Vehicle Code as follows:~~

~~Vehicle Code Section and Impound Ground~~

~~14602.6 — Suspended, revoked or unlicensed driver/30-day hold  
 22651 (a) — Unattended vehicle on bridge  
 22651 (d) — Vehicle blocking driveway  
 22651 (e) — Vehicle blocking fire hydrant 22651 (f) — Vehicle blocking freeway  
 22651 (h) (1) Driver arrested  
 22651 (h) (2) Order of suspension or revocation pursuant to section 13388  
 22651 (i) (I) — Multiple parking citations  
 22651 (j) — Lack of vehicle registration 22651 (k) — Parking over seventy-two hours  
 22651 (l) — Parking in a construction zone  
 22651 (m) — Violation of special events restriction  
 22651 (n) — No parking zone  
 22651 (o) (1) Delinquent vehicle registration  
 22651 (p) — Driver unlicensed or license suspended 22651 (r) — Vehicle blocking another vehicle  
 22651 (t) — Notice to appear/illegal amber lights  
 22655.3 — Removal for investigation  
 (fleeing in violation of Section 2800.1 or 2800.2)  
 22655.5 (b) — Vehicle is evidence of crime  
 22669 — Abandoned vehicle;~~

~~WHEREAS, Vehicle Code section 22850.5 authorizes this Council, 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, the Sheriff is proposing adoption of the following fees pursuant to Vehicle Code section 22850.5:~~

~~(a) \$152.00 when a vehicle is impounded pursuant to or on account of violation of Vehicle Code section 14602.6, which relates to the licensing status of the driver; and~~

~~(b) \$50.00 when a vehicle is impounded pursuant to or on account of violation of any of the other Vehicle Code provisions listed above; and~~

~~WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violation of Vehicle Code section 14602.6 exceed \$152.00 per impound; and~~

~~WHEREAS, a cost study conducted by the Sheriff shows that the administrative costs relating to the removal, impound, storage or release of vehicles properly impounded pursuant to or on account of violations of the other Vehicle Code provisions listed above exceed \$50.00 per impound; and~~

~~WHEREAS, the above-described difference in costs is attributable to the additional costs of ascertaining the licensing status of the driver and complying with the complex requirements of Vehicle code section 14602.6; and~~

~~WHEREAS, persons whose vehicles are impounded rather than the public as a whole, should bear the administrative costs of processing such impounds; and~~

~~WHEREAS, Vehicle Code section 22850.5 imposes the following restrictions on the imposition of an administrative fee:~~

~~(a) The fee may only be imposed on the registered owner or the agents of that owner and may not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive of, and Section 22851 of the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs; and~~

~~(b) The fee may not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and the fee may be imposed only upon the person requesting that hearing or appeal; and~~

~~WHEREAS, it also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: (1) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted, (2) when the vehicle was stolen, (3) when the vehicle was left by an ill or injured driver, and (4) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle: and~~

~~WHEREAS, a notice of public hearing with respect to the proposed new fees was given according to law; and~~

~~WHEREAS, a public hearing pertaining to said proposed new fees was held on April 25, 2000;~~

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Villa Park finds, in accordance with California Public Resources Code section 21080 (b) (8), that the charges listed hereinbelow are only for the purposes of meeting operating expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

**.BE IT FURTHER RESOLVED** that on December 15, 2020 ~~July 1, 2000,~~ the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below:

(a) A fee of \$144.00 ~~\$152.00~~ for each removal ~~impound~~ of a vehicle ~~in accordance with~~ or on account of violation of Vehicle Code section 14602.6, and

(b) A fee of \$144.00 ~~\$50.00~~ for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section:

- 22651 (a)
- 22651 (d)
- 22651 (e)
- 22651 (f)
- 22651 (h) (1)
- 22651 (h) (2)
- 22651 (i) {l}
- 22651 (j)
- 22651 (k)
- 22651 (l)
- 22651 (m)
- 22651 (n)
- 22651 (o) (1)
- 22651 (p)



22651 (r)  
22651 (t)  
22655.3,  
22655.5 {b), or  
22669.

BE IT FURTHER RESOLVED that the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

BE IT FURTHER RESOLVED that said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068-1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

BE IT FURTHER RESOLVED that said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner<sup>7</sup> and such fees, if otherwise applicable, shall **be** imposed only upon the person requesting that hearing or appeal.

BE IT FURTHER RESOLVED that said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle

BE IT FURTHER RESOLVED that at Sheriff headquarters or at any Sheriff substation, a registered owner or an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

BE IT FURTHER RESOLVED that upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

BE IT FURTHER RESOLVED that until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of

- . Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

BE IT FURTHER RESOLVED that expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

BE IT FURTHER RESOLVED that until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward ~~forWard~~ in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED AND ADOPTED by the City Council of the City of Villa Park at a regular meeting ~~of the City Council~~ held on the 15<sup>th</sup> day of December 2020 ~~25<sup>th</sup> day of April, 2000~~.

City of Villa Park

Attest:

  
Kathy Adrian, City Clerk  
City of Villa Park

STATE OF CALIFORNIA )  
§  
COUNTY OF ORANGE )

I, KATHY ADRIAN, City Clerk of the City of Villa Park DO HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Villa Park on the 25th day of April, 2000 and was carried by the following roll call vote, to wit:

AYES:	COUNCILMEMBERS:	Freschi, Bortle7 Patterson. McGowan
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	Bell

KathAdlian, lerk  
City of Villa Park