

1 **FIRST AMENDMENT TO FIVE-YEAR AGREEMENT**

2 **BETWEEN THE**
3 **CITY OF VILLA PARK**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS FIRST AMENDMENT TO AGREEMENT** is entered into this First
8 day of May 2014, which date is enumerated for purposes of reference only, by and
9 between the CITY OF VILLA PARK hereinafter referred to as "CITY", and the
10 COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter
11 referred to as "COUNTY", to amend, effective July 1, 2014, that certain Agreement
12 between the parties commencing July 1, 2013, hereinafter referred to as the
13 "Agreement".

14 ~~THIS AGREEMENT is entered into this Fifteenth day of May 2013, which date is~~
15 ~~enumerated for purposes of reference only, by and between the CITY OF VILLA~~
16 ~~PARK, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political~~
17 ~~subdivision of the State of California, hereinafter referred to as "COUNTY".~~

18 **WITNESSETH:**

19 ~~WHEREAS, CITY wishes to contract with COUNTY for law enforcement~~
20 ~~services; and~~

21 ~~WHEREAS, COUNTY is agreeable to the rendering of such services, as~~
22 ~~authorized in Government Code Sections 51301 and 55632, on the terms and~~
23 ~~conditions hereinafter set forth,~~

24 ~~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, 2013 and terminating June 30, 2018, 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:~~
~~1. 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~~

1 enforcement of lawful State statutes and lawful municipal ordinances of
2 CITY.

3 1. For the period July 1, 2014 through June 30, 2015, REGULAR SERVICES BY
4 COUNTY, Subsection C-2 of the Agreement is amended to read as follows:

5 "C-2. The level of service to be provided by COUNTY, for the period July 1, 2014
6 through June 30, 2015, shall be as follows:

7 **a. Patrol Services:**

- 8 • Four (4) Deputy Sheriff IIs - Patrol
9 (each 80 hours per two-week pay period).

10 Deployment to be determined by SHERIFF in cooperation with CITY
11 Manager

12 **b. Investigation Services:**

- 13 • One-half of one (.5) Investigation Unit

14 An Investigation Unit is one Investigator, 80 hours per two-week pay
15 period.

16 **c. Regional Support:**

- 17 • 0.21 percent of fifty-five one hundredths of one (.55)

18 Sergeant – Traffic

- 19 • 0.21 percent of four (4) Deputy Sheriff IIs – Traffic

- 20 • 0.21 percent of two (2) Investigative Assistants – Traffic

- 21 • 0.21 percent of one (1) Office Specialist - Traffic

- 22 • 0.11 Seventy-eight hundredths of one percent of thirty one
23 hundredths of one (0.3878%) of one fourth of one (.25)

24 Sergeant – Auto Theft

- 25 • 0.11 Seventy-eight hundredths of one percent (0.78%) percent of two
26 (2) Investigators – Auto Theft

- 27 • Seventy-eight.0.11 percent hundredths of one percent (0.78%) of one
28 (1) Investigative Assistant – Auto Theft

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

- 2 • ~~Seventy-eight~~0.11 hundredths of one percent ~~(0.78%)~~ of one (1)
3 Office Specialist – Auto Theft.”

4 ~~3. Each fiscal year, COUNTY shall submit to CITY, in writing, a recommended~~
5 ~~level of service for the following fiscal year. CITY shall remit to COUNTY, in~~
6 ~~writing, its response to the recommended level of service. If the parties are~~
7 ~~unable to agree by June 30 of any fiscal year on the level of service to be~~
8 ~~provided by COUNTY to CITY or on the amount to be paid by CITY for~~
9 ~~services to be provided by COUNTY for the following fiscal year, this~~
10 ~~Agreement will terminate as of September 30 of the following fiscal year. If~~
11 ~~the parties do not agree by June 30 on the level of service and cost of~~
12 ~~services for the following fiscal year, between July 1 and September 30 of~~
13 ~~the following fiscal year, COUNTY will provide the level of service provided~~
14 ~~in the preceding fiscal year, and CITY shall be obligated to pay the cost of~~
15 ~~such services. The full cost of such services may exceed the cost of similar~~
16 ~~services provided in the prior fiscal year.~~

17 ~~4. SHERIFF shall provide all staffing, supervision, supplies and equipment~~
18 ~~necessary to deliver services as required in this Agreement.~~

19 ~~5. COUNTY or CITY, upon thirty (30) days notice and mutual written~~
20 ~~agreement, shall increase or decrease service levels.~~

21 ~~**D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**~~

22 ~~1. Enhanced services for events on CITY property. At the request of CITY,~~
23 ~~through its City Manager, SHERIFF may provide enhanced law enforcement~~
24 ~~services for functions, such as community events, conducted on property~~

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

26 ~~that is owned, leased or operated by CITY. SHERIFF shall determine~~
27 ~~personnel and equipment needed for such enhanced services. To the~~
28 ~~extent the services provided at such events are at a level greater than that~~

1 specified in Subsection C-2 of this Agreement, CITY shall reimburse
2 COUNTY for such additional services, at an amount computed by
3 SHERIFF, based on the current year's COUNTY law enforcement cost
4 study. The cost of these enhanced services shall be in addition to the
5 Maximum Obligation of CITY set forth in Subsection F-3 of this Agreement.
6 SHERIFF shall bill CITY immediately after each such event.

7 2. Supplemental services for occasional events operated by private individuals
8 and entities on non-CITY property. At the request of CITY, through its City
9 Manager, and within the limitations set forth in this Subsection D-2,
10 SHERIFF may provide supplemental law enforcement services to preserve
11 the peace at special events or occurrences that occur on an occasional
12 basis and are operated by private individuals or private entities on non-CITY
13 property. SHERIFF shall determine personnel and equipment needed for
14 such supplemental services, and will provide such supplemental services
15 only if SHERIFF is able to do so without reducing the normal and regular
16 ongoing services that SHERIFF otherwise would provide to CITY pursuant
17 to this Agreement. Such supplemental services shall be provided only by
18 regularly appointed full-time peace officers, at rates of pay governed by a
19 Memorandum of Understanding between COUNTY and the bargaining
20 unit(s) representing the peace officers providing the services. Such
21 supplemental services shall include only law enforcement duties and shall
22 not include services authorized to be provided by a private patrol operator,
23 as defined in Section 7582.1 of the Business and Professions Code. Law
24 enforcement support functions, including, but not limited to, clerical

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

26 functions and forensic science services, may be performed by non-peace
27 officer personnel if the services do not involve patrol or keeping the peace
28 and are incidental to the provision of law enforcement services. CITY shall

1 reimburse COUNTY its full, actual costs of providing such supplemental
2 services at an amount computed by SHERIFF, based on the current year's
3 COUNTY law enforcement cost study. The cost of these supplemental
4 services shall be in addition to the Maximum Obligation of CITY set forth in
5 Subsection F-3 of this Agreement. SHERIFF shall bill CITY immediately
6 after each such event.

7 ~~3. Supplemental services for events operated by public entities on non-CITY~~
8 ~~property. At the request of CITY, through its City Manager, and within the~~
9 ~~limitations set forth in this Subsection D-3, SHERIFF may provide~~
10 ~~supplemental law enforcement services to preserve the peace at special~~
11 ~~events or occurrences that occur on an occasional basis and are operated~~
12 ~~by public entities on non-CITY property. SHERIFF shall determine~~
13 ~~personnel and equipment needed for such supplemental services, and will~~
14 ~~provide such supplemental services only if SHERIFF is able to do so without~~
15 ~~reducing services that SHERIFF otherwise would provide to CITY pursuant~~
16 ~~to this Agreement. CITY shall reimburse COUNTY its full, actual costs of~~
17 ~~providing such supplemental services at an amount computed by SHERIFF,~~
18 ~~based on the current year's COUNTY law enforcement cost study. The cost~~
19 ~~of these supplemental services shall be in addition to the Maximum~~
20 ~~Obligation of CITY set forth in Subsection F-3 of this Agreement. SHERIFF~~
21 ~~shall bill CITY immediately after each such event.~~

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

23 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize~~
24 ~~the services of SHERIFF at events, for which CITY issues permits, that are~~
25 ~~operated by private individuals or entities or public entities. SHERIFF shall~~
26 ~~determine personnel and equipment needed for said events. If said events~~
27 ~~are in addition to the level of services listed in Subsection C-2 of this~~
28 ~~Agreement, CITY shall reimburse COUNTY for such additional services at~~

1 an amount computed by SHERIFF, based upon the current year's COUNTY
2 law enforcement cost study. The cost of these services shall be in addition
3 to the Maximum Obligation of CITY set forth in Subsection F-3 of this
4 Agreement. SHERIFF shall bill CITY immediately after said services are
5 rendered.

6 ~~5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S~~
7 ~~sole discretion, may provide enhanced patrol, security, school resource,~~
8 ~~directed enforcement, or other law enforcement services. The type, time~~
9 ~~and place of said services shall be agreed upon by SHERIFF and City~~
10 ~~Manager. SHERIFF shall determine personnel and equipment needed for~~
11 ~~such services, and shall provide an initial estimate of personnel and~~
12 ~~equipment costs to CITY. If such services are in addition to the level of~~
13 ~~services listed in Subsection C-2 of this Agreement, CITY shall reimburse~~
14 ~~COUNTY for such services at an amount computed by SHERIFF, based~~
15 ~~upon the most current COUNTY law enforcement cost study.~~

16 ~~6. In accordance with Government Code 51350, COUNTY has adopted Board~~
17 ~~Resolution 89-1160 which identifies Countywide services, including but not~~
18 ~~limited to helicopter response. SHERIFF through this contract provides~~
19 ~~enhanced helicopter response services. The cost of enhanced helicopter~~
20 ~~response services is included in the cost of services set forth in Subsection~~
21 ~~F-2 and in the Maximum Obligation of CITY set forth in Subsection F-3.~~

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

23 ~~COUNTY shall not charge any additional amounts for enhanced helicopter~~
24 ~~services after the cost of services set forth in Subsection F-2 and in the~~
25 ~~Maximum Obligation set forth in Subsection F-3 has been established in any~~
26 ~~fiscal year without written notification to the CITY.~~

27 2. For the period July 1, 2014 through June 30, 2015, PATROL VIDEO SYSTEMS,
28 Subsection E-3 of the Agreement is amended to read as follows:

1 ~~E. PATROL VIDEO SYSTEMS:~~

2 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY~~
3 ~~has provided, or will provide, patrol video systems (hereinafter called "PVS")~~
4 ~~that are or will be mounted in patrol vehicles designated by COUNTY for~~
5 ~~use within CITY service area.~~

6 ~~2. SHERIFF has the exclusive right to use said PVS for law enforcement~~
7 ~~services related to this Agreement.~~

8 ~~3.1. "E-3.~~ CITY shall pay COUNTY the full costs to COUNTY of a) the
9 acquisition and installation of Patrol Video Systems that are or will be
10 mounted in patrol vehicles assigned to CITY, and b) recurring costs, as
11 deemed necessary by COUNTY, including the costs of maintenance and
12 contributions to a fund for replacement and upgrade of such PVS when they
13 become functionally or technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of PVS, are included in the costs set forth in
16 Subsection F-2 and the Maximum Obligation of CITY set forth in Subsection
17 F-3 of this Agreement unless CITY has already paid such costs. CITY shall
18 not be charged additional amounts for maintenance or replacement/upgrade
19 of said PVS during the period July 1, 20~~14~~¹³ through June 30, 20~~15~~¹⁴."

20 ~~4. If, following the initial acquisition of PVS referenced above, CITY requires~~
21 ~~PVS for additional patrol cars designated for use in the CITY service area,~~
22 ~~COUNTY will purchase said additional PVS. Upon demand by COUNTY,~~
23 ~~CITY will pay to COUNTY a) the full costs of acquisition and installation of~~

24 ~~E. PATROL VIDEO SYSTEMS: (Continued)~~

25 ~~said additional PVS, and b) the full recurring costs for said PVS, as deemed~~
26 ~~necessary by COUNTY, including the costs of maintenance, and~~
27 ~~contributions to a fund for replacement and upgrade of such PVS when they~~
28 ~~become functionally or technologically obsolete. Said costs related to~~

1 additional PVS are not included in, and are in addition to, the costs set forth
2 in Subsection F-2 and the Maximum Obligation of CITY set forth in
3 Subsection F-3 of this Agreement.

4 5. COUNTY will replace and/or upgrade PVS as needed. The costs of
5 replacing/upgrading PVS shall be paid by COUNTY from the
6 replacement/upgrade funds to be paid by CITY in accordance with the
7 foregoing. CITY shall not be charged any additional charge to replace or
8 upgrade PVS after the cost of PVS set forth in Subsection F-2 and in the
9 Maximum Obligation set forth in F-3 has been established in any fiscal year
10 without written notification to the CITY.

11 **F. PAYMENT:**

12 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
13 COUNTY the costs of performing the services mutually agreed upon in this
14 Agreement. The costs of services include salaries, wages, benefits,
15 mileage, services, supplies, equipment, and divisional, departmental and
16 COUNTY General overhead.

17 3. For the period July 1, 2014, through June 30, 2015, PAYMENT, Subsection F-2 and
18 F-3 of the Agreement are amended to read as follows:

19 "F-2. Unless the level of service described in Section C is increased or
20 decreased, the cost of services described in Section C of this Agreement, to
21 be provided by the COUNTY for the period July 1, 2014¹³ through June 30,
22 2015¹⁴, shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Patrol Services:	
• Four (4) Deputy Sheriff IIs - Patrol	
@ \$ <u>221,715,236,074</u> /each	\$ <u>944,296,886,860</u>
Investigation Services:	
• One half of one (.5) Investigator	

1 @ \$258,345,258,896/each \$129,173,129,448

2 **Regional Support Services:**

- 3 • 0.21% of fifty-five one hundredths of one (.55) Sergeant – Traffic

4 @ \$259,165/each \$ 299

- 5 • 0.21% of four (4) Deputy Sheriff IIs – Traffic

6 @ \$207,545/each \$ 1,743

- 7 • 0.21% of two (2) Investigative Assistants – Traffic

8 @ \$104,252/each \$ 438

- 9 • 0.21% of one (1) Office Specialist – Traffic

10 @ \$83,376/each \$ 175

- 11 • 0.110.78% of thirty one hundredths fourth of one (.3025)

12 Sergeant – Auto Theft

13 @ \$251,989,259,165/each \$ 49486

- 14 • 0.110.78% of two (2) Investigators – Auto Theft

15 @ \$224,762,234,278/each \$ 3,506,515

- 16 • 0.110.78% of one (1) Investigative Assistant – Auto Theft

17 @ \$112,707,101,790/each \$ 794,124

- 18 • 0.110.78% of one (1) Office Specialist – Auto Theft

19 @ \$83,460,80,927/each \$ 63492

20 **Other Charges:**

- 21 • Annual Leave paydowns and apportionment of cost of

22 leave balances paid at end of employment \$ 7,003,419

- 23 • Premium pay for bilingual staff

\$ 3,875,137

- 24 • Contract Administration

\$ 3,699,659

- 25 • Direct services and supplies, including crossing

26 guard services contract \$ 9,448,11,452

- 27 • Enhanced helicopter response services

\$ 3,856,3,950

- 28 • Holiday pay: comp and straight time

\$ 16,016,12,197

1 F. PAYMENT: (Continued)

2 <u>SERVICE</u>	<u>COST OF SERVICE</u>
3 • Integrated Law & Justice Agency of Orange County	\$ <u>433,513</u>
4 • Mobile Data Computer (MDC) recurring costs	\$ <u>3,215,400</u>
5 • <u>On-call pay</u>	\$ <u>1,896,620</u>
6 • <u>Overtime</u>	\$ <u>93,940</u>
7 • Patrol training	\$ <u>14,285,489</u>
8 • Patrol Video System (PVS) recurring costs	\$ <u>3,002,758</u>
9 • Retirement rate discount expenses (interest and	
10 cost of issuance)	\$ <u>1,063,687</u>
11 • Transportation costs including vehicle fuel, mileage	
12 interest for replacement vehicles and maintenance	\$ <u>28,975,275</u>
13 <u>Credits:</u>	
14 • False alarm fees	\$ <u>(1,040,680)</u>
15 • Reimbursement for training and miscellaneous	
16 programs	\$ <u>(220,440)</u>
17 • Retirement rate discount FY 20 <u>1413-1514</u>	\$ <u>(12,350,320)</u>
18 TOTAL COST OF SERVICES	\$ <u>1,162,046,227,836</u>

19 3. Unless the level of service described in Section C is increased or
20 decreased, the Maximum Obligation of CITY for services described in
21 Section C of this Agreement for the period July 1, 201413 through June 30,
22 201514 is \$1,227,836,162,046.

23 4. For the period July 1, 2014 through June 30, 2015, PAYMENT, Subsection F-4a,
24 F-4b and F-5 of the Agreement are amended to read as follows:

25 F-4-a. 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 201413-1514 costs set forth in Subsection F-2 nor in the Fiscal

1 Year ~~201413-1514~~ Maximum Obligation of CITY set forth in Subsection F-3
2 of this Agreement. If the changes result in the COUNTY incurring or
3 becoming obligated to pay for increased costs for or on account of
4 personnel whose costs are included in the calculations of costs charged to
5 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
6 Obligation set forth in Subsection F-3 of this Agreement, the full costs of
7 said increases to the extent such increases are attributable to work
8 performed by such personnel during the period July 1, 20~~1413~~ through June
9 30, 20~~1514~~, and CITY's Maximum Obligation hereunder shall be deemed to
10 have increased accordingly. CITY shall pay COUNTY in full for such
11 increases on a pro-rata basis over the portion of the period between July 1,
12 20~~1413~~ and June 30, 20~~1514~~ remaining after COUNTY notifies CITY that
13 increases are payable. If the changes result in the COUNTY incurring or
14 becoming obligated to pay for decreased costs for or on account of
15 personnel whose costs are included in the calculations of costs charged to
16 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
17 the extent such decreases are attributable to work performed by such
18 personnel during the period July 1, 20~~1413~~ through June 30, 20~~1514~~, and
19 CITY's Maximum Obligation hereunder shall be deemed to have decreased
20 accordingly. COUNTY shall reduce required payment by CITY in full for
21 such decreases on a pro-rata basis over the portion of the period between
22 July 1, 20~~1413~~ and June 30, 20~~1514~~ remaining after COUNTY notifies CITY
23 that the Maximum Obligation has decreased.

24 ~~F-4-b.~~ If CITY is required to pay for increases as set forth in Subsection F-4a
25 above, COUNTY, at the request of CITY, will thereafter reduce the level of
26 service to be provided to CITY pursuant to Subsection C-2 of this
27 Agreement to a level that will make the Maximum Obligation of CITY
28 hereunder for the period July 1, 20~~1413~~ through June 30, 20~~1514~~ an

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

11 F-5. COUNTY shall invoice CITY monthly. During the period July 1, 20~~1413~~
12 through June 30, 20~~1514~~, said invoices will require payment by CITY of
13 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
14 Subsection F-3 of this Amendment, as said Maximum Obligation may have
15 been increased or decreased. In addition, if a determination is made that
16 increases described in Subsection F-4 must be paid, COUNTY thereafter
17 shall include the pro-rata charges for such increases in its monthly invoices
18 to CITY for the balance of the period between July 1, 20~~1413~~ and June 30,
19 20~~1514~~.”

20 6. CITY shall pay COUNTY in accordance with COUNTY Board of
21 ~~Supervisors’ approved Billing Policy, which is attached hereto as~~
22 ~~Attachment A and incorporated herein by this reference.~~

23 ~~7. COUNTY shall charge CITY late payment penalties in accordance with~~
24 ~~County Billing Policy.~~

25 ~~8. Narcotic asset forfeitures will be handled pursuant to Attachment B hereto,~~
26 ~~which is incorporated herein by this reference.~~

27 **NOTICES:**

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

5 **CITY:** ~~ATTN: CITY MANAGER~~

6 ~~17855 SANTIAGO BOULEVARD~~

7 ~~VILLA PARK, CA 92861~~

8 **G. NOTICES:** (Continued)

9 ~~**COUNTY:** ATTN: CONTRACT MANAGER~~

10 ~~SHERIFF-CORONER DEPARTMENT~~

11 ~~320 NORTH FLOWER ST~~

12 ~~SANTA ANA, CA 92703~~

13 Termination notices shall be effective when written and deposited in the United
14 States mail, certified, return receipt requested and addressed as above.

15 **STATUS OF COUNTY:**

16 COUNTY is, and shall at all times be deemed to be, an independent contractor.

17 Nothing herein contained shall be construed as creating the relationship of
18 employer and employee, or principal and agent, between CITY and
19 COUNTY or any of COUNTY's agents or employees. COUNTY and its
20 SHERIFF shall retain all authority for rendition of services, standards of
21 performance, control of personnel, and other matters incident to the
22 performance of services by COUNTY pursuant to this Agreement.
23 COUNTY, its agents and employees shall not be entitled to any rights or
24 privileges of CITY employees and shall not be considered in any manner to
25 be CITY employees.

26 **STATE AUDIT:**

27 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
28 subject to examination and audit by the State Auditor for a period of three

1 ~~(3) years after final payment by CITY to COUNTY under this Agreement.~~
2 ~~CITY and COUNTY shall retain all records relating to the performance of~~
3 ~~this Agreement for said three-year period, except that those records~~
4 ~~pertaining to any audit then in progress, or to any claim or litigation, shall be~~
5 ~~retained beyond said three-year period, until final resolution of said audit,~~
6 ~~claim or litigation.~~

7 **~~ALTERATION OF TERMS:~~**

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

13 **~~INDEMNIFICATION:~~**

14 ~~COUNTY, its officers, agents, employees, subcontractors and independent~~
15 ~~contractors shall not be deemed to have assumed any liability for the~~
16 ~~negligence or any other act or omission of CITY or any of its officers,~~
17 ~~agents, employees, subcontractors or independent contractors, or for any~~
18 ~~dangerous or defective condition of any public street or work or property of~~
19 ~~CITY, or for any illegality or unconstitutionality of CITY's municipal~~
20 ~~ordinances. CITY shall indemnify and hold harmless COUNTY and its~~
21 ~~elected and appointed officials, officers, agents, employees, subcontractors~~
22 ~~and independent contractors from any claim, demand or liability whatsoever~~
23 ~~based or asserted upon the condition of any public street or work or~~
24 ~~property of CITY, or upon the illegality or unconstitutionality of any municipal~~
25 ~~ordinance of CITY that SHERIFF has enforced, or upon any act or omission~~
26 ~~of CITY, or its elected and appointed officials, officers, agents, employees,~~
27 ~~subcontractors or independent contractors related to this Agreement,~~
28 ~~including, but not limited to, any act or omission related to the maintenance~~

1 ~~or condition of any vehicle or motorcycle that is owned or possessed by~~
2 ~~CITY and used by COUNTY personnel in the performance of this~~
3 ~~Agreement, for property damage, bodily injury or death or any other element~~
4 ~~of damage of any kind or nature, and CITY shall defend, at its expense~~
5 ~~including attorney fees, and with counsel approved in writing by COUNTY,~~
6 ~~COUNTY and its elected and appointed officials, officers, agents,~~

7 **~~K. INDEMNIFICATION: (Continued)~~**

8 ~~employees, subcontractors and independent contractors in any legal action or~~
9 ~~claim of any kind based or asserted upon such condition of public street or~~
10 ~~work or property, or illegality or unconstitutionality of a municipal ordinance,~~
11 ~~or alleged acts or omissions. If judgment is entered against CITY and~~
12 ~~COUNTY by a court of competent jurisdiction because of the concurrent~~
13 ~~active negligence of either party, CITY and COUNTY agree that liability will~~
14 ~~be apportioned as determined by the court. Neither party shall request a jury~~
15 ~~apportionment.~~

16 ~~COUNTY shall indemnify and hold harmless CITY and its elected and~~
17 ~~appointed officials, officers, agents, employees, subcontractors and~~
18 ~~independent contractors from any claim, demand or liability whatsoever~~
19 ~~based or asserted upon any act or omission of COUNTY or its elected and~~
20 ~~appointed officials, officers, agents, employees, subcontractors or~~
21 ~~independent contractors related to this Agreement, for property damage,~~
22 ~~bodily injury or death or any other element of damage of any kind or nature,~~
23 ~~and COUNTY shall defend, at its expense, including attorney fees, and with~~
24 ~~counsel approved in writing by CITY, CITY and its elected and appointed~~
25 ~~officials, officers, agents, employees, subcontractors and independent~~
26 ~~contractors in any legal action or claim of any kind based or asserted upon~~
27 ~~such alleged acts or omissions.~~

28 **~~L. TRAFFIC VIOLATOR APPREHENSION PROGRAM:~~**

1 ~~1. COUNTY has established a Traffic Violator Apprehension Program [“the~~
2 ~~Program”], which is operated by SHERIFF, and is designed to reduce~~
3 ~~vehicle accidents caused by unlicensed drivers and drivers whose licenses~~
4 ~~are suspended and to educate the public about the requirements of the~~
5 ~~Vehicle Code and related safety issues with regard to driver licensing,~~
6 ~~vehicle registration, vehicle operation, and vehicle parking. The Program~~

7 ~~**L. TRAFFIC VIOLATOR APPREHENSION PROGRAM:** (Continued)~~

8 ~~operates throughout the unincorporated areas of the COUNTY and in the cities~~
9 ~~that contract with COUNTY for SHERIFF’s law enforcement services,~~
10 ~~without regard to jurisdictional boundaries, because an area-wide approach~~
11 ~~to reduction of traffic accidents and driver education is most effective in~~
12 ~~preventing traffic accidents. In order for CITY to participate in the Program,~~
13 ~~CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the~~
14 ~~amount and under the terms and conditions set forth in the resolution that is~~
15 ~~attached hereto as Attachment C and incorporated into this Agreement by~~
16 ~~reference [hereinafter called a “TVAP resolution”], and has directed that the~~
17 ~~revenue from such fee be used for the Program. CITY’s participation in the~~
18 ~~Program may be terminated at any time by rescission or amendment of the~~
19 ~~TVAP resolution that is attached hereto as Attachment C. In the event CITY~~
20 ~~1) amends said TVAP resolution, or rescinds said TVAP resolution and~~
21 ~~adopts a new TVAP resolution pertaining to the above-referenced fee and~~
22 ~~the Program, and 2) remains a participant in the Program thereafter, CITY’s~~
23 ~~Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have~~
24 ~~authority to execute an amendment of this Agreement to substitute CITY’s~~
25 ~~amended or new TVAP resolution for Attachment C hereto, as long as said~~
26 ~~amendment to this Agreement does not materially change any other~~
27 ~~provision of this Agreement.~~

28 **F. PAYMENT:** (Continued)

SERVICE

COST OF SERVICE

5. For the period July 1, 2014, through June 30, 2015, TRAFFIC VIOLATOR APPREHENSION PROGRAM, Subsection L-3 of the Agreement is amended to read as follows:

2. “L.3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Fifteen one hundredths ~~One fourth~~ of one (.1525) Sergeant (20 hours per two-week pay period)

L. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

- One (1) Staff Specialist (80 hours per two-week pay period)

~~• One (1) Information Processing Specialist (80 hours per two-week pay period)~~

~~• One (1) Investigative Assistant (80 hours per two-week pay period)~~

- One (1) Office Specialist (80 hours per two-week pay period).”

~~4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment D, which is attached hereto and incorporated into the Agreement by this reference.~~

~~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~~

1 ~~purchase, and 2) CITY will use the equipment and/or supplies, during their~~
2 ~~entire useful life, only for purposes authorized by its TVAP resolution in~~
3 ~~effect at the time of purchase.~~

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

9 ~~**L. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**~~ (Continued)

10 ~~In the event the fees adopted by COUNTY, CITY and other participating~~
11 ~~jurisdictions are not adequate to continue operation of the Program at the~~
12 ~~level at which it operated previously, COUNTY, at the option of CITY, will~~
13 ~~reduce the level of Program service to be provided to CITY or will continue~~
14 ~~to provide the existing level of Program services. COUNTY will charge CITY~~
15 ~~the cost of any Program operations that exceed the revenue generated by~~
16 ~~fees. Such charges shall be in addition to the Maximum Obligation of CITY~~
17 ~~set forth in Subsection F-3 of this Agreement. The amount of any revenue~~
18 ~~shortfall charged to CITY will be determined, at the time the revenue~~
19 ~~shortfall is experienced, according to CITY's share of Program services~~
20 ~~rendered. In the event of a reduction in level of Program service,~~
21 ~~termination of Program service or adjustment of costs, the parties shall~~
22 ~~execute an amendment to this Agreement so providing. Decisions about~~
23 ~~how to reduce the level of Program service provided to CITY shall be made~~
24 ~~by SHERIFF with the approval of CITY.~~

25 **M. MOBILE DATA COMPUTERS:**

- 26 1. As part of the law enforcement services to be provided to CITY, COUNTY
27 has provided, or will provide, mobile data computers (hereinafter called
28

1 "MDCs") that are or will be mounted in patrol vehicles and motorcycles
2 designated by COUNTY for use within CITY limits.

3 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
4 services related to this Agreement.

5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
6 installation of MDCs that are or will be mounted in patrol vehicles and
7 motorcycles assigned to CITY, and b) recurring costs, as deemed
8 necessary by COUNTY, including the costs of maintenance and
9 contributions to a fund for replacement and upgrade of such MDCs when

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

11 they become functionally or technologically obsolete.

12 The costs to be paid by CITY for recurring costs, including maintenance and
13 replacement/upgrade of MDCs, are included in the costs set forth in
14 Subsection F-2 and the Maximum Obligation of CITY set forth in Subsection
15 F-3 of this Agreement unless CITY has already paid such costs. CITY shall
16 not be charged additional amounts for maintenance or replacement/upgrade
17 of said MDCs during the period July 1, 2013 through June 30, 2014.

18 4. If, following the initial acquisition of MDCs referenced above, CITY requires
19 MDCs for additional patrol cars or motorcycles designated for use in the
20 CITY, or for CITY's Emergency Operations Center, COUNTY will purchase
21 said additional MDCs. Upon demand by COUNTY, CITY will pay to
22 COUNTY a) the full costs of acquisition and installation of said additional
23 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary
24 by COUNTY, including the costs of maintenance, and contributions to a
25 fund for replacement and upgrade of such MDCs when they become
26 functionally or technologically obsolete. Said costs related to additional
27 MDCs are not included in, and are in addition to, the costs set forth in
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IN WITNESS WHEREOF, the parties have executed the 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: _____
Chair 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:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

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

BY: _____
Deputy

DATED: _____