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~~20~~**FIRST AMENDMENT TO FIVE-YEAR AGREEMENT**

**BETWEEN THE
CITY OF VILLA PARK
AND THE
COUNTY OF ORANGE**

THIS FIRST AMENDMENT TO AGREEMENT is entered into this ~~First~~^{Seventh} day of May 201~~9~~⁸, 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, 2019, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

WITNESSETH:

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

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

~~**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**~~

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1 ~~A. TERM:~~

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2018
3 and terminating June 30, 2023, unless earlier terminated by either party in the
4 manner set forth herein.

5 ~~B. OPTIONAL TERMINATION:~~

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

8 ~~C. REGULAR SERVICES BY COUNTY:~~

9 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
10 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
11 services as hereinafter provided. Such services shall include the
12 enforcement of lawful State statutes and lawful municipal ordinances of
13 CITY.

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

20 2. The night, day and evening patrol and supervisory shifts will be established
21 by SHERIFF. Personnel of each shift may work varying and different times
22 and may be deployed to other shifts when, in the opinion of SHERIFF and
23 CITY Manager, the need arises. Any long-term shift deployment change will
24 be reported to the City Council.

25 1. For the period July 1, 2019 through June 30, 2020, REGULAR SERVICES BY
26 COUNTY, Subsection C-3, of the Agreement is amended to read as follows:

27

28

1 ~~3.~~ C-3. The level of service, to be provided by COUNTY for the period July
2 1, 201~~98~~ through June 30, 20~~2019~~, is set forth in Attachment A and
3 incorporated herein by this reference.”

4 ~~C.~~ **REGULAR SERVICES BY COUNTY:** (Continued)

5 ~~4.~~ For any service listed in Attachment A of this Agreement that is provided to
6 CITY at less than 100% of a full-time SHERIFF position,
7 COUNTY retains the option to terminate such service in the event other city
8 or cities that contract for the balance of the time of the employee providing
9 the service no longer pays for such service and CITY does not request the
10 Agreement be amended to pay 100% of the cost of the employee providing
11 such service. The Maximum Obligation of CITY set forth in Subsection F-2
12 will be adjusted accordingly.

13 ~~5.~~ All services contracted for in this Agreement may not be operational on the
14 precise date specified in this Agreement. In those instances, SHERIFF shall
15 notify CITY Manager of the date or dates such service or services are to be
16 implemented. COUNTY shall reduce the monthly charges to CITY, based
17 on the actual date of implementation of the service or services. Charges
18 shall be reduced on the next monthly billing tendered in accordance with
19 Subsection F-4 of this Agreement.

20 ~~6.~~ Each fiscal year, COUNTY shall submit to CITY, in writing, a recommended
21 level of service for the following fiscal year. CITY shall remit to COUNTY, in
22 writing, its response to the recommended level of service. If the parties are
23 unable to agree by June 30 of any fiscal year on the level of service to be
24 provided by COUNTY to CITY or on the amount to be paid by CITY for
25 services to be provided by COUNTY for the following fiscal year, this
26 Agreement will terminate as of September 30 of the following fiscal year. If
27 the parties do not agree by June 30 on the level of service and cost of
28 services for the following fiscal year, between July 1 and September 30 of

1 the following fiscal year, COUNTY will provide the level of service provided in
2 the preceding fiscal year, and CITY shall be obligated to pay the cost of such

3 **~~C. REGULAR SERVICES BY COUNTY:~~** (Continued)

4 ~~services. The full cost of such services may exceed the cost of similar services~~
5 ~~provided in the prior fiscal year.~~

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

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

10 ~~9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and~~
11 ~~CITY Manager, on behalf of CITY, are authorized to execute written~~
12 ~~amendments to this Agreement to increase or decrease the level of service~~
13 ~~set forth in Attachment A, when SHERIFF and CITY Manager mutually agree~~
14 ~~that such increase or decrease in the level of service is appropriate. Any~~
15 ~~such amendment to the Agreement shall concomitantly increase~~
16 ~~or decrease the cost of services payable by CITY set forth in Attachment B~~
17 ~~and incorporated herein by this reference and the Maximum Obligation of~~
18 ~~CITY set forth in Subsection F-2, in accordance with the current year's~~
19 ~~COUNTY law enforcement cost study. SHERIFF and CITY Manager shall~~
20 ~~file copies of any such amendments to this Agreement with the Clerk of~~
21 ~~COUNTY's Board of Supervisors and CITY's Clerk. Amendments to this~~
22 ~~Agreement executed by SHERIFF and CITY Manager may not, in the~~
23 ~~aggregate, increase or decrease the cost of services payable by CITY by~~
24 ~~more than one percent (1%) of the total cost originally set forth in~~
25 ~~Attachment B and the Maximum Obligation originally set forth in~~
26 ~~Subsection F-2.~~

27

28

1 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
2 required before execution of any amendment that brings the aggregate total
3 of changes in costs payable by CITY to more than one percent (1%) of the

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

5 ~~total cost originally set forth in Attachment B and the Maximum Obligation originally set~~
6 ~~forth in Subsection F-2 of the Agreement.~~

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

8 ~~1. Enhanced services for events on CITY property. At the request of CITY,~~
9 ~~through its City Manager, SHERIFF may provide enhanced law enforcement~~
10 ~~services for functions, such as community events, conducted on property~~
11 ~~that is owned, leased or operated by CITY. SHERIFF shall determine~~
12 ~~personnel and equipment needed for such enhanced services. To the~~
13 ~~extent the services provided at such events are at a level greater than that~~
14 ~~specified in Attachment A of this Agreement, CITY shall reimburse~~
15 ~~COUNTY for such additional services, at an amount computed by~~
16 ~~SHERIFF, based on the current year's COUNTY law enforcement cost~~
17 ~~study. The cost of these enhanced services shall be in addition to the~~
18 ~~Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.~~
19 ~~SHERIFF shall bill CITY immediately after each such event.~~

20 ~~2. Supplemental services for occasional events operated by private individuals~~
21 ~~and entities on non-CITY property. At the request of CITY, through its City~~
22 ~~Manager, and within the limitations set forth in this Subsection D-2,~~
23 ~~SHERIFF may provide supplemental law enforcement services to preserve~~
24 ~~the peace at special events or occurrences that occur on an occasional~~
25 ~~basis and are operated by private individuals or private entities on non-CITY~~
26 ~~property. SHERIFF shall determine personnel and equipment needed for~~
27 ~~such supplemental services, and will provide such supplemental services~~
28 ~~only if SHERIFF is able to do so without reducing the normal and regular~~

1 ~~ongoing services that SHERIFF otherwise would provide to CITY pursuant~~
2 ~~to this Agreement. Such supplemental services shall be provided only by~~
3 ~~regularly appointed full-time peace officers, at rates of pay governed by a~~

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

5 ~~Memorandum of Understanding between COUNTY and the bargaining~~
6 ~~unit(s) representing the peace officers providing the services. Such~~
7 ~~supplemental services shall include only law enforcement duties and shall~~
8 ~~not include services authorized to be provided by a private patrol operator,~~
9 ~~as defined in Section 7582.1 of the Business and Professions Code. Law~~
10 ~~enforcement support functions, including, but not limited to, clerical~~
11 ~~functions and forensic science services, may be performed by non-peace~~
12 ~~officer personnel if the services do not involve patrol or keeping the peace~~
13 ~~and are incidental to the provision of law enforcement services. CITY shall~~
14 ~~reimburse COUNTY its full, actual costs of providing such supplemental~~
15 ~~services at an amount computed by SHERIFF, based on the current year's~~
16 ~~COUNTY law enforcement cost study. The cost of these supplemental~~
17 ~~services shall be in addition to the Maximum Obligation of CITY set forth in~~
18 ~~Subsection F-2 of this Agreement. SHERIFF shall bill CITY immediately~~
19 ~~after each such event.~~

20 ~~3. Supplemental services for events operated by public entities on non-CITY~~
21 ~~property. At the request of CITY, through its City Manager, and within the~~
22 ~~limitations set forth in this Subsection D-3, SHERIFF may provide~~
23 ~~supplemental law enforcement services to preserve the peace at special~~
24 ~~events or occurrences that occur on an occasional basis and are operated~~
25 ~~by public entities on non-CITY property. SHERIFF shall determine~~
26 ~~personnel and equipment needed for such supplemental services, and will~~
27 ~~provide such supplemental services only if SHERIFF is able to do so without~~
28 ~~reducing services that SHERIFF otherwise would provide to CITY pursuant~~

1 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
2 providing such supplemental services at an amount computed by SHERIFF,

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

4 based on the current year's COUNTY law enforcement cost study. The cost
5 of these supplemental services shall be in addition to the Maximum
6 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF
7 shall bill CITY immediately after each such event.

8 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize~~
9 ~~the services of SHERIFF at events, for which CITY issues permits, that are~~
10 ~~operated by private individuals or entities or public entities. SHERIFF shall~~
11 ~~determine personnel and equipment needed for said events. If said events~~
12 ~~are in addition to the level of services listed in Attachment A of this~~
13 ~~Agreement, CITY shall reimburse COUNTY for such additional services at~~
14 ~~an amount computed by SHERIFF, based upon the current year's COUNTY~~
15 ~~law enforcement cost study. The cost of these services shall be in addition~~
16 ~~to the Maximum Obligation of CITY set forth in Subsection F-2 of this~~
17 ~~Agreement. SHERIFF shall bill CITY immediately after said services are~~
18 ~~rendered.~~

19 ~~5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S~~
20 ~~sole discretion, may provide enhanced patrol, security, school resource,~~
21 ~~directed enforcement, or other law enforcement services. The type, time~~
22 ~~and place of said services shall be agreed upon by SHERIFF and City~~
23 ~~Manager. SHERIFF shall determine personnel and equipment needed for~~
24 ~~such services, and shall provide an initial estimate of personnel and~~
25 ~~equipment costs to CITY. If such services are in addition to the level of~~
26 ~~services listed in Attachment A of this Agreement, CITY shall reimburse~~
27 ~~COUNTY for such services at an amount computed by SHERIFF, based~~
28 ~~upon the most current COUNTY law enforcement cost study.~~

1 ~~6. In accordance with Government Code 51350, COUNTY has adopted Board~~
2 ~~Resolution 89-1160 which identifies Countywide services, including but not~~

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

4 ~~limited to helicopter response. SHERIFF through this contract provides~~
5 ~~enhanced helicopter response services. The cost of enhanced helicopter~~
6 ~~response services is included in the cost of services set forth in Attachment~~
7 ~~B and in the Maximum Obligation of CITY set forth in Subsection F-2.~~
8 ~~COUNTY shall not charge any additional amounts for enhanced helicopter~~
9 ~~services after the cost of services set forth in Attachment B and in the~~
10 ~~Maximum Obligation set forth in Subsection F-2 has been established in any~~
11 ~~fiscal year without written notification to the CITY.~~

12 ~~**E. PATROL VIDEO SYSTEMS:**~~

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

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

19 ~~2. For the period July 1, 2019 through June 30, 2020, PATROL VIDEO SYSTEMS,~~
20 ~~Subsection E-3, of the Agreement is amended to read as follows:~~

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

27 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
28 ~~replacement/upgrade of PVS, are included in the costs set forth in~~

1 Attachment B and the Maximum Obligation of CITY set forth in Subsection
2 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
3 not be charged additional amounts for maintenance or replacement/upgrade
4 of said PVS during the period July 1, 201~~9~~⁸ through June 30, 20~~19~~¹⁹.”

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

6 ~~4. If, following the initial acquisition of PVS referenced above, CITY requires~~
7 ~~PVS for additional patrol cars designated for use in the CITY service area,~~
8 ~~COUNTY will purchase said additional PVS. Upon demand by COUNTY,~~
9 ~~CITY will pay to COUNTY a) the full costs of acquisition and installation of~~
10 ~~said additional PVS, and b) the full recurring costs for said PVS, as deemed~~
11 ~~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. Said costs related to~~
14 ~~additional PVS are not included in, and are in addition to, the costs set forth~~
15 ~~in Attachment B and the Maximum Obligation of CITY set forth in Subsection~~
16 ~~F-2 of this Agreement.~~

17 ~~5. COUNTY will replace and/or upgrade PVS as needed. The costs of~~
18 ~~replacing/upgrading PVS shall be paid by COUNTY from the~~
19 ~~replacement/upgrade funds to be paid by CITY in accordance with the~~
20 ~~foregoing. CITY shall not be charged any additional charge to replace or~~
21 ~~upgrade PVS after the cost of PVS set forth in Attachment B and in the~~
22 ~~Maximum Obligation set forth in F-2 has been established in any fiscal year~~
23 ~~without written notification to the CITY.~~

24 ~~F. PAYMENT:~~

25 ~~1. Pursuant to Government Code Section 51350, CITY agrees to pay to~~
26 ~~COUNTY the costs of performing the services mutually agreed upon in this~~
27 ~~Agreement. The costs of services include salaries, wages, benefits,~~
28

1 ~~mileage, services, supplies, equipment, and divisional, departmental and~~
2 ~~COUNTY General overhead.~~

3 3. For the period July 1, 2019 through June 30, 2020, PAYMENT, Subsection F-2 of
4 the Agreement is amended to read as follows:

5 ~~2.~~ "F-2. Unless the level of service as set forth in Attachment A is increased
6 or decreased by mutual agreement of the parties, or CITY is required to pay for
7 increases as set forth in Subsection F-3, the Maximum Obligation of CITY

8 for services, set forth in Attachment A of this Agreement, to be provided by
9 the COUNTY for the period July 1, 201~~98~~ through June 30, 20~~2019~~
10 \$~~1,642,9241,558,152~~ as set forth in Attachment B. The overtime costs
11 included in the Agreement are only an estimate. COUNTY shall notify CITY
12 of actual overtime worked during each fiscal year. If actual overtime worked
13 is above or below budgeted amounts, billings will be adjusted accordingly at
14 the end of the fiscal year. Actual overtime costs may exceed CITY's
15 Maximum Obligation.

16 COUNTY will also provide additional services in support of COPS/Special
17 Enforcement – School Resource Officer (SRO) funds in the amount of
18 \$116,000 encompassing the school year 201~~98-2019~~ and COPS/Directed
19 Enforcement in the amount of \$45,000 to be mutually determined and
20 agreed upon by SHERIFF or ~~her~~-designee, and CITY Manager (collectively
21 referred to as "COPS funding"). COUNTY and CITY may reallocate COPS
22 funding, provided the total amount for COPS funding does not exceed
23 \$161,000. County will also provide additional services in support of the
24 Special Event – 4th of July Augmentation in the amount of \$4,000. CITY's
25 maximum cumulative payment obligation for these additional services for
26 the period of July 1, 201~~98~~ through June 30, 20~~2019~~ shall be \$165,000.
27 With these additional services, the Firm, Fixed Total Cost shall be
28 \$~~1,807,9241,723,152~~ as set forth in Attachment B.

1 4. For the period July 1, 2019 through June 30, 2020, PAYMENT Subsections F-3a,
2 F-3b, and F-4 are amended to read as follows:

3 "F-3-a. At the time this Agreement is executed, there are unresolved issues
4 pertaining to potential changes in salaries and benefits for COUNTY
5 employees. The costs of such potential changes are not included in the
6 Fiscal Year 201~~98~~-20~~19~~ costs set forth in Attachment B nor in the Fiscal
7 Year 201~~9~~-20~~18~~-~~19~~ Maximum Obligation of CITY set forth in Subsection F-2
8 of this Agreement. If the changes result in the COUNTY incurring or
9 becoming

10 ~~F.~~ **PAYMENT:** (Continued)

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

1 on a pro-rata basis over the portion of the period between July 1, 201948
2 and June 30, 202019 remaining after COUNTY notifies CITY that the
3 Maximum Obligation has decreased.

4 3-b. If CITY is required to pay for increases as set forth in Subsection F-3a.
5 above, COUNTY, at the request of CITY, will thereafter reduce the level of
6 service to be provided to CITY pursuant to Attachment A of this Agreement
7 to a level that will make the Maximum Obligation of CITY hereunder for the
8 period July 1, 201948 through June 30, 202019 an amount specified by
9 CITY that is equivalent to or higher or lower than the Maximum Obligation
10 set forth in Subsection F-2 for said period at the time this Agreement
11 originally

12 ~~F.~~ **PAYMENT:** (Continued)

13 was executed. The purpose of such adjustment of service levels will be to
14 give CITY the option of keeping its Maximum Obligation hereunder at the
15 pre-increase level or at any other higher or lower level specified by CITY. In
16 the event of such reduction in level of service and adjustment of costs, the
17 parties shall execute an amendment to this Agreement so providing.
18 Decisions about how to reduce the level of service provided to CITY shall be
19 made by SHERIFF with the approval of CITY.

20 4. COUNTY shall invoice CITY monthly. During the period July 1, 201948
21 through June 30, 202019, said invoices will require payment by CITY of
22 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
23 Subsection F-3 of this Amendment, as said Maximum Obligation may have
24 been increased or decreased. In addition, if a determination is made that
25 increases described in Subsection F-3 must be paid, COUNTY thereafter
26 shall include the pro-rata charges for such increases in its monthly invoices
27 to CITY for the balance of the period between July 1, 201948 and June 30,
28 202019.

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~~5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved Billing Policy, which is attached hereto as Attachment C and incorporated herein by this reference.~~

~~6. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy.~~

~~7. Narcotic asset forfeitures will be handled pursuant to Attachment D hereto, which is incorporated herein by this reference.~~

~~**G. NOTICES:**~~

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

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

~~**CITY:** _____ ATTN: CITY MANAGER
_____ 17855 SANTIAGO BOULEVARD
_____ VILLA PARK, CA 92861~~

~~#~~

~~**COUNTY:** _____ ATTN: LAW ENFORCEMENT CONTRACT MANAGER
_____ SHERIFF-CORONER DEPARTMENT
_____ 320 NORTH FLOWER ST, SUITE 108
_____ SANTA ANA, CA 92703~~

~~2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.~~

~~**H. STATUS OF COUNTY:**~~

~~COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and~~

1 ~~COUNTY or any of COUNTY's agents or employees. COUNTY and its~~
2 ~~SHERIFF shall retain all authority for rendition of services, standards of~~
3 ~~performance, control of personnel, and other matters incident to the~~
4 ~~performance of services by COUNTY pursuant to this Agreement.~~
5 ~~COUNTY, its agents and employees shall not be entitled to any rights or~~
6 ~~privileges of CITY employees and shall not be considered in any manner to~~
7 ~~be CITY employees.~~

8 ~~**I. STATE AUDIT:**~~

9 ~~Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be~~
10 ~~subject to examination and audit by the State Auditor for a period of three~~
11 ~~(3) years after final payment by CITY to COUNTY under this Agreement.~~
12 ~~CITY and COUNTY shall retain all records relating to the performance of~~
13 ~~this Agreement for said three-year period, except that those records~~
14 ~~pertaining to any audit~~

15 ~~**I. STATE AUDIT:** (Continued)~~

16 ~~then in progress, or to any claim or litigation, shall be retained beyond said~~
17 ~~three-year period, until final resolution of said audit, claim or litigation.~~

18 ~~**J. ALTERATION OF TERMS:**~~

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

24 ~~**K. INDEMNIFICATION:**~~

25 ~~1. COUNTY, its officers, agents, employees, subcontractors and independent~~
26 ~~contractors shall not be deemed to have assumed any liability for the~~
27 ~~negligence or any other act or omission of CITY or any of its officers,~~
28 ~~agents, employees, subcontractors or independent contractors, or for any~~

1 ~~dangerous or defective condition of any public street or work or property of~~
2 ~~CITY, or for any illegality or unconstitutionality of CITY's municipal~~
3 ~~ordinances. CITY shall indemnify and hold harmless COUNTY and its~~
4 ~~elected and appointed officials, officers, agents, employees, subcontractors~~
5 ~~and independent contractors from any claim, demand or liability whatsoever~~
6 ~~based or asserted upon the condition of any public street or work or~~
7 ~~property of CITY, or upon the illegality or unconstitutionality of any municipal~~
8 ~~ordinance of CITY that SHERIFF has enforced, or upon any act or omission~~
9 ~~of CITY, or its elected and appointed officials, officers, agents, employees,~~
10 ~~subcontractors or independent contractors related to this Agreement,~~
11 ~~including, but not limited to, any act or omission related to the maintenance~~
12 ~~or condition of any vehicle or motorcycle that is owned or possessed by~~
13 ~~CITY and used by COUNTY personnel in the performance of this~~
14 ~~Agreement, for property damage, bodily injury or death or any other element~~

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

16 ~~of damage of any kind or nature, and CITY shall defend, at its expense~~
17 ~~including attorney fees, and with counsel approved in writing by COUNTY,~~
18 ~~COUNTY and its elected and appointed officials, officers, agents,~~
19 ~~employees, subcontractors and independent contractors in any legal action~~
20 ~~or claim of any kind based or asserted upon such condition of public street~~
21 ~~or work or property, or illegality or unconstitutionality of a municipal~~
22 ~~ordinance, or alleged acts or omissions. If judgment is entered against~~
23 ~~CITY and COUNTY by a court of competent jurisdiction because of the~~
24 ~~concurrent active negligence of either party, CITY and COUNTY agree that~~
25 ~~liability will be apportioned as determined by the court. Neither party shall~~
26 ~~request a jury apportionment.~~

27 ~~2. COUNTY shall indemnify and hold harmless CITY and its elected and~~
28 ~~appointed officials, officers, agents, employees, subcontractors and~~

1 independent contractors from any claim, demand or liability whatsoever
2 based or asserted upon any act or omission of COUNTY or its elected and
3 appointed officials, officers, agents, employees, subcontractors or
4 independent contractors related to this Agreement, for property damage,
5 bodily injury or death or any other element of damage of any kind or nature,
6 and COUNTY shall defend, at its expense, including attorney fees, and with
7 counsel approved in writing by CITY, CITY and its elected and appointed
8 officials, officers, agents, employees, subcontractors and independent
9 contractors in any legal action or claim of any kind based or asserted upon
10 such alleged acts or omissions.

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

12 ~~1. COUNTY has established a Traffic Violator Apprehension Program [“the~~
13 ~~Program”], which is operated by SHERIFF, and is designed to reduce vehicle~~
14 ~~accidents caused by unlicensed drivers and drivers whose licenses~~

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

16 ~~are suspended and to educate the public about the requirements of the Vehicle Code~~
17 ~~and related safety issues with regard to driver licensing, vehicle registration,~~
18 ~~vehicle operation, and vehicle parking. The Program operates throughout the~~
19 ~~unincorporated areas of the COUNTY and in the cities that contract with~~
20 ~~COUNTY for SHERIFF’s law enforcement services, without regard to~~
21 ~~jurisdictional boundaries, because an area-wide approach to reduction of traffic~~
22 ~~accidents and driver education is most effective in preventing traffic accidents.~~
23 ~~In order for CITY to participate in the Program, CITY has adopted a fee~~
24 ~~pursuant to Vehicle Code section 22850.5, in the amount and under the terms~~
25 ~~and conditions set forth in the resolution that is attached hereto as Attachment~~
26 ~~E and incorporated into this Agreement by reference [hereinafter called a~~
27 ~~“TVAP resolution”], and has directed that the revenue from such fee be used~~
28 ~~for the Program. CITY’s participation in the Program may be terminated at any~~

1 ~~time by rescission or amendment of the TVAP resolution that is attached hereto~~
2 ~~as Attachment E. In the event CITY 1) amends said TVAP resolution, or~~
3 ~~rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to~~
4 ~~the above-referenced fee and the Program, and 2) remains a participant in the~~
5 ~~Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on~~
6 ~~behalf of COUNTY, have authority to execute an amendment of this Agreement~~
7 ~~to substitute CITY's amended or new TVAP resolution for Attachment E hereto,~~
8 ~~as long as said amendment to this Agreement does not materially change any~~
9 ~~other provision of this Agreement.~~

10 ~~2. COUNTY will make available for review, at the request of CITY, all financial~~
11 ~~data related to the Program as may be requested by CITY.]~~

12 ~~3. Fee revenue generated by COUNTY and participating cities will be used to fund~~
13 ~~the following positions, which will be assigned to the Program:~~

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

15 ~~• Ten one hundredths of one (0.10) Sergeant~~

16 ~~— (8 hours per two-week pay period)~~

17 ~~• One (1) Staff Specialist~~

18 ~~— (80 hours per two-week pay period)~~

19 ~~• One (1) Office Specialist~~

20 ~~— (80 hours per two-week pay period)~~

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

28

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

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

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

12 ~~In the event the fees adopted by COUNTY, CITY and other participating~~
13 ~~jurisdictions are not adequate to continue operation of the Program at the~~
14 ~~level at which it operated previously, COUNTY, at the option of CITY, will~~
15 ~~reduce the level of Program service to be provided to CITY or will continue~~
16 ~~to provide the existing level of Program services. COUNTY will charge CITY~~
17 ~~the cost of any Program operations that exceed the revenue generated by~~
18 ~~fees. Such charges shall be in addition to the Maximum Obligation of CITY~~
19 ~~set forth in Subsection F-2 of this Agreement. The amount of any revenue~~
20 ~~shortfall charged to CITY will be determined, at the time the revenue~~
21 ~~shortfall is experienced, according to CITY's share of Program services~~
22 ~~rendered. In the event of a reduction in level of Program service,~~
23 ~~termination of Program service or adjustment of costs, the parties shall~~
24 ~~execute an amendment to this Agreement so providing. Decisions about~~
25 ~~how to reduce the level of Program service provided to CITY shall be made~~
26 ~~by SHERIFF with the approval of CITY.~~

27 ~~**M. MOBILE DATA COMPUTERS:**~~

28

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

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

7 ~~2. 5. For the period July 1, 2019 through June 30, 2020, MOBILE DATA~~
8 ~~COMPUTERS, Subsection M-3, of the Agreement is amended to read as follows:~~

9 ~~3. "M-3. CITY shall pay COUNTY the full costs to COUNTY of a) the~~
10 ~~acquisition and installation of MDCs that are or will be mounted in patrol~~
11 ~~vehicles and motorcycles assigned to CITY, and b) recurring costs, as~~
12 ~~deemed necessary by COUNTY, including the costs of maintenance and~~

13 ~~**M. MOBILE DATA COMPUTERS: (Continued)**~~

14 ~~contributions to a fund for replacement and upgrade of such MDCs when~~
15 ~~they become functionally or technologically obsolete.~~

16 ~~The costs to be paid by CITY for recurring costs, including maintenance and~~
17 ~~replacement/upgrade of MDCs, are included in the costs set forth in~~
18 ~~Attachment B and the Maximum Obligation of CITY set forth in Subsection~~
19 ~~F-2 of this Agreement unless CITY has already paid such costs. CITY shall~~
20 ~~not be charged additional amounts for maintenance or replacement/upgrade~~
21 ~~of said MDCs during the period July 1, 20~~14~~~~8~~ through June 30, 20~~14~~~~9~~."~~

22 ~~4. If, following the initial acquisition of MDCs referenced above, CITY requires~~
23 ~~MDCs for additional patrol cars or motorcycles designated for use in the~~
24 ~~CITY, or for CITY's Emergency Operations Center, COUNTY will purchase~~
25 ~~said additional MDCs. Upon demand by COUNTY, CITY will pay to~~
26 ~~COUNTY a) the full costs of acquisition and installation of said additional~~
27 ~~MDC's, and b) the full recurring costs for said MDCs, as deemed necessary~~
28 ~~by COUNTY, including the costs of maintenance, and contributions to a~~

1 ~~fund for replacement and upgrade of such MDCs when they become~~
2 ~~functionally or technologically obsolete. Said costs related to additional~~
3 ~~MDCs are not included in, and are in addition to, the costs set forth in~~
4 ~~Attachment B and the Maximum Obligation of CITY set forth in Subsection~~
5 ~~F-2 of this Agreement.~~

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

13 ~~**N. E-CITATION UNITS:**~~

14 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY~~
15 ~~has provided, or will provide, E-Citation units designated by COUNTY for~~
16 ~~use within CITY limits.~~

17 ~~3. SHERIFF has the exclusive right to use said E-Citation units for law~~
18 ~~enforcement services related to this Agreement.~~

19 ~~2. 6. For the period July 1, 2019 through June 30, 2020, E-CITATION UNITS~~
20 ~~Subsection N-3 of the Agreement is amended to read as follows:~~

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of E-Citation units, are included in the costs set forth
28

1 in Attachment B and the Maximum Obligation of CITY set forth in
 2 Subsection F-2 of this Agreement unless CITY has already paid such costs.
 3 CITY shall not be charged additional amounts for maintenance or
 4 replacement/upgrade of said E-Citation units during the period July 1,
 5 2019~~18~~ through June 30, 2020~~19~~.

6 ~~2. If, following the initial acquisition of E-Citation units referenced above, CITY~~
 7 ~~requires E-Citation units designated for use in CITY, COUNTY will purchase~~
 8 ~~said additional E-Citation units. Upon demand by COUNTY, CITY will pay~~
 9 ~~to COUNTY a) the full costs of acquisition of said additional E-Citation units,~~
 10 ~~and b) the full recurring costs for said E-Citation units, as deemed~~
 11 ~~necessary by COUNTY, including the costs of maintenance, and~~
 12 ~~contributions to a fund for replacement and upgrade of such E-Citation units~~
 13 ~~when they become functionally or technologically obsolete. Said costs~~
 14 ~~related to additional E-Citation units are not included in, and are in addition~~

15 ~~**N. E-CITATION UNITS:**~~ (Continued)

16 ~~to, the costs set forth in Attachment B and the Maximum Obligation of CITY~~
 17 ~~set forth in Subsection F-2 of this Agreement.~~

18 ~~3.2. COUNTY will replace and/or upgrade E-Citation units as needed. The~~
 19 ~~costs of replacing/upgrading E-Citation units shall be paid by COUNTY from~~
 20 ~~the replacement/upgrade funds to be paid by CITY in accordance with the~~
 21 ~~foregoing. CITY shall not be charged any additional charge to replace or~~
 22 ~~upgrade E-Citation units.~~

23 ~~8. All other provisions of the Agreement, to the extent that they are not in conflict with~~
 24 ~~this FIRST AMENDMENT TO AGREEMENT, remain unchanged.~~

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

DATED: _____

CITY OF VILLA PARK

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
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: _____