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**FIVE-YEAR AGREEMENT
BETWEEN THE
CITY OF VILLA PARK
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this ~~Fifteenth~~Seventh day of May ~~2013~~2018, 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".

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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6 **A. TERM:**

7 The term of this Agreement shall be for five (5) years, commencing July 1,
8 ~~2013~~2018 and terminating June 30, ~~2018~~2023, unless earlier terminated by
9 either party in the manner set forth herein.

10 **B. OPTIONAL TERMINATION:**

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

13 **C. REGULAR SERVICES BY COUNTY:**

14 1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees,
15 hereinafter referred to as "SHERIFF", shall render to CITY law enforcement
16 services as hereinafter provided. Such services shall include the
17 enforcement of lawful State statutes and lawful municipal ordinances of
18 CITY.

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

25 2. The night, day and evening patrol and supervisory shifts will be established
26 by SHERIFF. Personnel of each shift may work varying and different times
27 and may be deployed to other shifts when, in the opinion of SHERIFF and
28

1 CITY Manager, the need arises. Any long-term shift deployment change will
 2 be reported to the City Council.

3 ~~3. The level of service to be provided by COUNTY, for the period July 1, 2013~~
 4 ~~through June 30, 2014, shall be as follows:~~

5 ~~**d. Patrol Services:**~~

- 6 ~~• Four (4) Deputy Sheriff IIs - Patrol~~
 7 ~~(each 80 hours per two-week pay period).~~

8 ~~Deployment to be determined by SHERIFF in cooperation with CITY~~
 9 ~~Manager~~

10 ~~**h. Investigation Services:**~~

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

12 ~~An Investigation Unit is one Investigator, 80 hours per two-week pay~~
 13 ~~period.~~

14 ~~**k. Regional Support:**~~

- 15 ~~• Seventy-eight hundredths of one percent (0.78%) of one fourth of~~
 16 ~~one (.25) Sergeant - Auto Theft~~

17 #

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

- 19 ~~• Seventy-eight hundredths of one percent (0.78%) of two (2)~~
 20 ~~Investigators - Auto Theft~~

- 21 ~~• Seventy-eight hundredths of one percent (0.78%) of one (1)~~
 22 ~~Investigative Assistant - Auto Theft~~

- 23 ~~• Seventy-eight hundredths of one percent (0.78%) of one (1) Office~~
 24 ~~Specialist - Auto Theft~~

25 -3. The level of service, to be provided by COUNTY for the period July 1, 2018
 26 through June 30, 2019, is set forth in Attachment A and incorporated herein
 27 by this reference.

28

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

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

16 6. Each fiscal year, COUNTY shall submit to CITY, in writing, a recommended
17 level of service for the following fiscal year. CITY shall remit to COUNTY, in
18 writing, its response to the recommended level of service. If the parties are
19 unable to agree by June 30 of any fiscal year on the level of service to be
20 provided by COUNTY to CITY or on the amount to be paid by CITY for
21 services to be provided by COUNTY for the following fiscal year, this
22 Agreement will terminate as of September 30 of the following fiscal year. If
23 the parties do not agree by June 30 on the level of service and cost of
24 services for the following fiscal year, between July 1 and September 30 of
25 the following fiscal year, COUNTY will provide the level of service provided in
26 the preceding fiscal year, and CITY shall be obligated to pay the cost of such
27 services. The full cost of such services may exceed the cost of similar
28 services provided in the prior fiscal year.

1 ~~48.~~

2 ~~49.7.~~ SHERIFF shall provide all staffing, supervision, supplies and equipment
3 necessary to deliver services as required in this Agreement.

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

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

23 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
24 required before execution of any amendment that brings the aggregate total
25 of changes in costs payable by CITY to more than one percent (1%) of the
26 total cost originally set forth in Attachment B and the Maximum Obligation
27 originally set forth in Subsection F-2 of the Agreement.

28 ~~20.~~

1 **D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

- 2 1. Enhanced services for events on CITY property. At the request of CITY,
3 through its City Manager, SHERIFF may provide enhanced law enforcement
4 services for functions, such as community events, conducted on property

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

6 that is owned, leased or operated by CITY. SHERIFF shall determine
7 personnel and equipment needed for such enhanced services. To the
8 extent the services provided at such events are at a level greater than that
9 specified in ~~Subsection C-2~~Attachment A of this Agreement, CITY shall
10 reimburse COUNTY for such additional services, at an amount computed by
11 SHERIFF, based on the current year's COUNTY law enforcement cost
12 study. The cost of these enhanced services shall be in addition to the
13 Maximum Obligation of CITY set forth in Subsection ~~F-3-2~~2 of this
14 Agreement. SHERIFF shall bill CITY immediately after each such event.

- 15 2. Supplemental services for occasional events operated by private individuals
16 and entities on non-CITY property. At the request of CITY, through its City
17 Manager, and within the limitations set forth in this Subsection D-2,
18 SHERIFF may provide supplemental law enforcement services to preserve
19 the peace at special events or occurrences that occur on an occasional
20 basis and are operated by private individuals or private entities on non-CITY
21 property. SHERIFF shall determine personnel and equipment needed for
22 such supplemental services, and will provide such supplemental services
23 only if SHERIFF is able to do so without reducing the normal and regular
24 ongoing services that SHERIFF otherwise would provide to CITY pursuant
25 to this Agreement. Such supplemental services shall be provided only by
26 regularly appointed full-time peace officers, at rates of pay governed by a
27 Memorandum of Understanding between COUNTY and the bargaining
28 unit(s) representing the peace officers providing the services. Such

1 supplemental services shall include only law enforcement duties and shall
2 not include services authorized to be provided by a private patrol operator,
3 as defined in Section 7582.1 of the Business and Professions Code. Law
4 enforcement support functions, including, but not limited to, clerical

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

6 functions and forensic science services, may be performed by non-peace
7 officer personnel if the services do not involve patrol or keeping the peace
8 and are incidental to the provision of law enforcement services. CITY shall
9 reimburse COUNTY its full, actual costs of providing such supplemental
10 services at an amount computed by SHERIFF, based on the current year's
11 COUNTY law enforcement cost study. The cost of these supplemental
12 services shall be in addition to the Maximum Obligation of CITY set forth in
13 Subsection F-~~3~~2 of this Agreement. SHERIFF shall bill CITY immediately
14 after each such event.

- 15 3. Supplemental services for events operated by public entities on non-CITY
16 property. At the request of CITY, through its City Manager, and within the
17 limitations set forth in this Subsection D-3, SHERIFF may provide
18 supplemental law enforcement services to preserve the peace at special
19 events or occurrences that occur on an occasional basis and are operated
20 by public entities on non-CITY property. SHERIFF shall determine
21 personnel and equipment needed for such supplemental services, and will
22 provide such supplemental services only if SHERIFF is able to do so without
23 reducing services that SHERIFF otherwise would provide to CITY pursuant
24 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
25 providing such supplemental services at an amount computed by SHERIFF,
26 based on the current year's COUNTY law enforcement cost study. The cost
27 of these supplemental services shall be in addition to the Maximum
28

1 Obligation of CITY set forth in Subsection F-~~3~~2 of this Agreement.
2 SHERIFF shall bill CITY immediately after each such event.

3 //

4 //

5 //

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

7 4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
8 the services of SHERIFF at events, for which CITY issues permits, that are
9 operated by private individuals or entities or public entities. SHERIFF shall
10 determine personnel and equipment needed for said events. If said events
11 are in addition to the level of services listed in Subsection C-2 Attachment A
12 of this Agreement, CITY shall reimburse COUNTY for such additional
13 services at an amount computed by SHERIFF, based upon the current
14 year's COUNTY law enforcement cost study. The cost of these services
15 shall be in addition to the Maximum Obligation of CITY set forth in
16 Subsection F-~~3~~2 of this Agreement. SHERIFF shall bill CITY immediately
17 after said services are rendered.

18 5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S
19 sole discretion, may provide enhanced patrol, security, school resource,
20 directed enforcement, or other law enforcement services. The type, time
21 and place of said services shall be agreed upon by SHERIFF and City
22 Manager. SHERIFF shall determine personnel and equipment needed for
23 such services, and shall provide an initial estimate of personnel and
24 equipment costs to CITY. If such services are in addition to the level of
25 services listed in Subsection C-2 Attachment A of this Agreement, CITY shall
26 reimburse COUNTY for such services at an amount computed by SHERIFF,
27 based upon the most current COUNTY law enforcement cost study.

28

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

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

9 COUNTY shall not charge any additional amounts for enhanced helicopter
10 services after the cost of services set forth in ~~Subsection F-2~~Attachment B
11 and in the Maximum Obligation set forth in Subsection F-~~3~~2 has been
12 established in any fiscal year without written notification to the CITY.

13 **E. PATROL VIDEO SYSTEMS:**

- 14 1. As part of the law enforcement services to be provided to CITY, COUNTY
15 has provided, or will provide, patrol video systems (hereinafter called "PVS")
16 that are or will be mounted in patrol vehicles designated by COUNTY for
17 use within CITY service area.
- 18 2. SHERIFF has the exclusive right to use said PVS for law enforcement
19 services related to this Agreement.
- 20 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
21 installation of Patrol Video Systems that are or will be mounted in patrol
22 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by
23 COUNTY, including the costs of maintenance and contributions to a fund for
24 replacement and upgrade of such PVS when they become functionally or
25 technologically obsolete.

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of PVS, are included in the costs set forth in
28 ~~Subsection F-2~~Attachment B and the Maximum Obligation of CITY set forth

1 in Subsection F-~~3-2~~ of this Agreement unless CITY has already paid such
2 costs. CITY shall not be charged additional amounts for maintenance or
3 replacement/upgrade of said PVS during the period July 1, ~~2013~~2018
4 through June 30, ~~2014~~2019.

- 5 4. If, following the initial acquisition of PVS referenced above, CITY requires
6 PVS for additional patrol cars designated for use in the CITY service area,
7 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
8 CITY will pay to COUNTY a) the full costs of acquisition and installation of

9 **E. PATROL VIDEO SYSTEMS:** (Continued)

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 ~~Subsection F-2~~Attachment B and the Maximum Obligation of CITY set
16 forth in Subsection F-~~3-2~~ 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 ~~Subsection F-2~~Attachment B
22 and in the Maximum Obligation set forth in F-~~3-2~~ has been established in
23 any fiscal year 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 ~~2. Unless the level of service described in Section C as set forth in Attachment~~
4 ~~A is increased or decreased by mutual agreement of the parties, or CITY is~~
5 ~~required to pay for increases as set forth in Subsection F-3, the Maximum~~
6 ~~Obligation of CITY for services, set forth in Attachment A of this agreement,~~
7 ~~to be provided by the COUNTY for the period July 1, 2018 through June 30,~~
8 ~~2019 is \$1,723,1521,558,152 as set forth in Attachment B, the cost of~~
9 ~~services described in Section C of this Agreement, to be provided by the~~
10 ~~COUNTY for the period July 1, 20132018 through June 30, 2014, shall be~~
11 ~~as follows:~~

12 #
13 #
14 #

15 ~~F. PAYMENT: (Continued)~~

16 ~~**SERVICE** **COST OF SERVICE**~~

17 ~~**Patrol Services:**~~

18 ~~• Four (4) Deputy Sheriff IIs – Patrol~~
19 ~~@ \$236,074/each \$ 944,296~~

20 ~~**Investigation Services:**~~

21 ~~• One half of one (.5) Investigator~~
22 ~~@ \$258,345/each \$ 129,173~~

23 ~~**Regional Support Services:**~~

24 ~~• 0.78% of one fourth of one (.25) Sergeant – Auto Theft~~
25 ~~@ \$251,989/each \$ 491~~

26 ~~• 0.78% of two (2) Investigators – Auto Theft~~
27 ~~@ \$224,762/each \$ 3,506~~

28 ~~• 0.78% of one (1) Investigative Assistant – Auto Theft~~

1	@ \$101,790/each	\$	794
2	• 0.78% of one (1) Office Specialist – Auto Theft		
3	@ \$80,927/each	\$	631
4	Other Charges:		
5	• Annual Leave paydowns and apportionment of cost of		
6	leave balances paid at end of employment	\$	7,003
7	• Premium pay for bilingual staff	\$	3,875
8	• Contract Administration	\$	3,699
9	• Direct services and supplies, including crossing		
10	guard services contract	\$	9,448
11	• Enhanced helicopter response services	\$	3,856
12	• Holiday pay: comp and straight time	\$	16,016
13	• Integrated Law & Justice Agency of Orange County	\$	433
14	• Mobile Data Computer (MDC) recurring costs	\$	3,215

~~F. PAYMENT: (Continued)~~

16	<u>SERVICE</u>		<u>COST OF SERVICE</u>
17	• On-call pay	\$	1,896
18	• Patrol training	\$	14,285
19	• Patrol Video System (PVS) recurring costs	\$	3,001
20	• Retirement rate discount expenses (interest and		
21	cost of issuance)	\$	1,063
22	• Transportation costs including vehicle fuel, mileage		
23	interest for replacement vehicles and maintenance	\$	28,975
24	<u>Credits:</u>		
25	• False alarm fees	\$	(1,040)
26	• Reimbursement for training and miscellaneous		
27	programs	\$	(220)
28	• Retirement rate discount FY 2013<u>2018-14</u>	\$	(12,350)

~~—————~~ **TOTAL COST OF SERVICES** ~~—————~~ **\$ 1,162,046**

~~Unless the level of service described in Section C is increased or decreased, the Maximum Obligation of CITY for services described in Section C of this Agreement for the period July 1, 2013~~2018~~ through June 30, 2014 is \$1,162,046. 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 and/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 2018-19 and COPS/Directed Enforcement in the amount of \$45,000 to be mutually determined and agreed upon by SHERIFF or her 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 – 4th of July Augmentation in the amount of \$4,000. CITY's maximum cumulative payment obligation for these additional services for the period of July 1, 2018 through June 30, 2019 shall be \$165,000. With these additional services, the Firm, Fixed Total Cost shall be \$1,723,152 as set forth in Attachment B.~~

~~—————~~
43-a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The costs of such potential changes are not included in the Fiscal Year ~~2013~~2018-14-19 costs set forth in ~~Subsection F-2~~Attachment B nor in the Fiscal Year ~~2013~~2018-14-19 Maximum Obligation of CITY set

1 forth in Subsection F-~~3-2~~ of this Agreement. If the changes result in the
2 COUNTY incurring or becoming obligated to pay for increased costs for or
3 on account of personnel whose costs are included in the calculations of
4 costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to
5 the Maximum Obligation set forth in

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

7 Subsection F-~~3-2~~ of this Agreement, the full costs of said increases to the
8 extent such increases are attributable to work performed by such personnel
9 during the period July 1, ~~2013~~2018 through June 30, ~~2014~~2019, and CITY's
10 Maximum Obligation hereunder shall be deemed to have increased
11 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
12 rata basis over the portion of the period between July 1, ~~2013~~2018 and June
13 30, ~~2014-2019~~ remaining after COUNTY notifies CITY that increases are
14 payable. If the changes result in the COUNTY incurring or becoming
15 obligated to pay for decreased costs for or on account of personnel whose
16 costs are included in the calculations of costs charged to CITY hereunder,
17 COUNTY shall reduce the amount owed by the CITY to the extent such
18 decreases are attributable to work performed by such personnel during the
19 period July 1, ~~2013~~2018 through June 30, ~~2014~~2019, and CITY's Maximum
20 Obligation hereunder shall be deemed to have decreased accordingly.
21 COUNTY shall reduce required payment by CITY in full for such decreases
22 on a pro-rata basis over the portion of the period between July 1, ~~2013~~2018
23 and June 30, ~~2014-2019~~ remaining after COUNTY notifies CITY that the
24 Maximum Obligation has decreased.

25 ~~43~~-b.—If CITY is required to pay for increases as set forth in Subsection F-
26 ~~4a3a~~. above, COUNTY, at the request of CITY, will thereafter reduce the
27 level of service to be provided to CITY pursuant to ~~Subsection C-~~
28 ~~2~~Attachment A of this Agreement to a level that will make the Maximum

1 Obligation of CITY hereunder for the period July 1, ~~2013~~2018 through June
2 30, ~~2014-2019~~ an amount specified by CITY that is equivalent to or higher
3 or lower than the Maximum Obligation set forth in Subsection F-~~3-2~~ for said
4 period at the time this Agreement originally was executed. The purpose of
5 such adjustment of service levels will be to give CITY the option of keeping
6 its Maximum Obligation hereunder at the pre-increase level or at any other
7 higher or

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

9 lower level specified by CITY. In the event of such reduction in level of
10 service and adjustment of costs, the parties shall execute an amendment to
11 this Agreement so providing. Decisions about how to reduce the level of
12 service provided to CITY shall be made by SHERIFF with the approval of
13 CITY.

14 ~~54.~~ COUNTY shall invoice CITY monthly. During the period July 1, ~~2013~~2018
15 through June 30, ~~2014~~2019, said invoices will require payment by CITY of
16 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
17 Subsection F-3 of this Amendment, as said Maximum Obligation may have
18 been increased or decreased. In addition, if a determination is made that
19 increases described in Subsection F-~~4-3~~ must be paid, COUNTY thereafter
20 shall include the pro-rata charges for such increases in its monthly invoices
21 to CITY for the balance of the period between July 1, ~~2013~~2018 and June
22 30, ~~2014~~2019.

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

26 ~~76.~~ COUNTY shall charge CITY late payment penalties in accordance with
27 County Billing Policy.
28

1 87. Narcotic asset forfeitures will be handled pursuant to Attachment ~~B-D~~
2 hereto, which is incorporated herein by this reference.

3 **G. NOTICES:**

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

8 **CITY:** ATTN: CITY MANAGER
9 17855 SANTIAGO BOULEVARD
10 VILLA PARK, CA 92861

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

12 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
13 SHERIFF-CORONER DEPARTMENT
14 320 NORTH FLOWER ST, SUITE 108
15 SANTA ANA, CA 92703

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

19 **H. STATUS OF COUNTY:**

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

I. STATE AUDIT:

1 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be
2 subject to examination and audit by the State Auditor for a period of three (3)
3 years after final payment by CITY to COUNTY under this Agreement. CITY
4 and COUNTY shall retain all records relating to the performance of this
5 Agreement for said three-year period, except that those records pertaining to
6 any audit then in progress, or to any claim or litigation, shall be retained beyond
7 said three-year period, until final resolution of said audit, claim or litigation.

8 //

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10 //

11 **J. ALTERATION OF TERMS:**

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

17 **K. INDEMNIFICATION:**

18 1. COUNTY, its officers, agents, employees, subcontractors and independent
19 contractors shall not be deemed to have assumed any liability for the
20 negligence or any other act or omission of CITY or any of its officers,
21 agents, employees, subcontractors or independent contractors, or for any
22 dangerous or defective condition of any public street or work or property of
23 CITY, or for any illegality or unconstitutionality of CITY's municipal
24 ordinances. CITY shall indemnify and hold harmless COUNTY and its
25 elected and appointed officials, officers, agents, employees, subcontractors
26 and independent contractors from any claim, demand or liability whatsoever
27 based or asserted upon the condition of any public street or work or
28 property of CITY, or upon the illegality or unconstitutionality of any municipal

1 ordinance of CITY that SHERIFF has enforced, or upon any act or omission
2 of CITY, or its elected and appointed officials, officers, agents, employees,
3 subcontractors or independent contractors related to this Agreement,
4 including, but not limited to, any act or omission related to the maintenance
5 or condition of any vehicle or motorcycle that is owned or possessed by
6 CITY and used by COUNTY personnel in the performance of this
7 Agreement, for property damage, bodily injury or death or any other element
8 of damage of any kind or nature, and CITY shall defend, at its expense
9 including attorney fees, and with counsel approved in writing by COUNTY,
10 COUNTY and its elected and appointed officials, officers, agents,

11 **K. INDEMNIFICATION:** (Continued)

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

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

1 officials, officers, agents, employees, subcontractors and independent
2 contractors in any legal action or claim of any kind based or asserted upon
3 such alleged acts or omissions.

4 **L. TRAFFIC VIOLATOR APPREHENSION PROGRAM:**

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

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

12 operates throughout the unincorporated areas of the COUNTY and in the
13 cities that contract with COUNTY for SHERIFF’s law enforcement services,
14 without regard to jurisdictional boundaries, because an area-wide approach
15 to reduction of traffic accidents and driver education is most effective in
16 preventing traffic accidents. In order for CITY to participate in the Program,
17 CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the
18 amount and under the terms and conditions set forth in the resolution that is
19 attached hereto as Attachment ~~C-E~~ and incorporated into this Agreement by
20 reference [hereinafter called a “TVAP resolution”], and has directed that the
21 revenue from such fee be used for the Program. CITY’s participation in the
22 Program may be terminated at any time by rescission or amendment of the
23 TVAP resolution that is attached hereto as Attachment ~~CE~~. In the event
24 CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution
25 and adopts a new TVAP resolution pertaining to the above-referenced fee
26 and the Program, and 2) remains a participant in the Program thereafter,
27 CITY’s Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY,
28 have authority to execute an amendment of this Agreement to substitute

1 CITY's amended or new TVAP resolution for Attachment ~~C-E~~ hereto, as
 2 long as said amendment to this Agreement does not materially change any
 3 other provision of this Agreement.

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

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

- 8 • ~~One fourth~~ Ten one hundredths of one (~~.250~~ .10) Sergeant
 9 (~~20~~ 8 hours per two-week pay period)

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

- 12 • One (1) Staff Specialist
 13 (80 hours per two-week pay period)

- 14 • ~~One (1) Information Processing Specialist~~
 15 ~~(80 hours per two-week pay period)~~

- 16 • ~~One (1) Investigative Assistant~~
 17 ~~(80 hours per two-week pay period)~~

- 18 • One (1) Office Specialist
 19 (80 hours per two-week pay period)

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

27 The request shall be submitted within the budget schedule established by
 28 SHERIFF. SHERIFF shall approve the expenditure only if both of the

1 following conditions are satisfied: 1) there are sufficient Program funds,
2 attributable to revenue generated by CITY's fee, to pay for the requested
3 purchase, and 2) CITY will use the equipment and/or supplies, during their
4 entire useful life, only for purposes authorized by its TVAP resolution in
5 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-~~3~~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 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
8 installation of MDCs that are or will be mounted in patrol vehicles and
9 motorcycles assigned to CITY, and b) recurring costs, as deemed
10 necessary by COUNTY, including the costs of maintenance and
11 contributions to a fund for replacement and upgrade of such MDCs when

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

13 they become functionally or technologically obsolete.

14 The costs to be paid by CITY for recurring costs, including maintenance and
15 replacement/upgrade of MDCs, are included in the costs set forth in
16 ~~Subsection F-2~~Attachment B and the Maximum Obligation of CITY set forth
17 in Subsection F-~~3-2~~2 of this Agreement unless CITY has already paid such
18 costs. CITY shall not be charged additional amounts for maintenance or
19 replacement/upgrade of said MDCs during the period July 1, ~~2013~~2018
20 through June 30, ~~2014~~2019.

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

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

5 5.5. COUNTY will replace and/or upgrade MDCs as needed. The costs of
6 replacing/upgrading MDCs shall be paid by COUNTY from the
7 replacement/ upgrade funds to be paid by CITY in accordance with the
8 foregoing. CITY shall not be charged any additional charge to replace or
9 upgrade MDCs after the cost of MDC set forth in Attachment B Subsection
10 F-2 and in the Maximum Obligation set forth in Subsection F-~~3-2~~ has been
11 established in any fiscal year without written notification to the CITY.

12 **N. E-CITATION UNITS:**

- 13 1. As part of the law enforcement services to be provided to CITY, COUNTY
14 has provided, or will provide, E-Citation units designated by COUNTY for
15 use within CITY limits.
- 16 2. SHERIFF has the exclusive right to use said E-Citation units for law
17 enforcement services related to this Agreement.
- 18 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
19 E-Citation units that are assigned to CITY, and b) recurring costs, as
20 deemed necessary by COUNTY, including the costs of maintenance and
21 contributions to a fund for replacement and upgrade of such E-Citation units
22 when they become functionally or technologically obsolete.

23 **N. E-CITATION UNITS: (Continued)**

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of E-Citation units, are included in the costs set forth
26 in Attachment B and the Maximum Obligation of CITY set forth in
27 Subsection F-2 of this Agreement unless CITY has already paid such costs.
28 CITY shall not be charged additional amounts for maintenance or

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replacement/upgrade of said E-Citation units during the period July 1, 2018 through June 30, 2019.

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

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

//

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:

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BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair~~man~~ 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~~Robin Stieler
Clerk of the Board of Supervisors
~~Orange~~ County of Orange, California

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

BY: _____
Deputy

DATED: _____