

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

**THIS FOURTHTHIRD AMENDMENT TO AGREEMENT** is entered into this First day of May 2017~~6~~, 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, 2017~~6~~, that certain Agreement between the parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

1. Effective July 1, 2017~~6~~, REGULAR SERVICES BY COUNTY, Subsection C-2 of the Agreement is amended to read as follows:

"C-2. The level of service to be provided by COUNTY, for the period July 1, 2017~~6~~ through June 30, 2018~~7~~, is set forth in Attachment E and incorporated herein by this reference."

~~2. Effective July 1, 2016, ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY, Subsection D of the Agreement is amended to read as follows:~~

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

~~1. Enhanced services for events on CITY property. At the request of CITY, through its City Manager, SHERIFF may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by CITY. SHERIFF shall determine personnel and equipment needed for such enhanced services. To the extent the services provided at such events are at a level greater than that specified in Attachment E of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by~~

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

5 ~~2. Supplemental services for occasional events operated by private individuals and~~  
6 ~~entities on non-CITY property. At the request of CITY, through its City Manager,~~  
7 ~~and within the limitations set forth in this Subsection D-2, SHERIFF may provide~~  
8 ~~supplemental law enforcement services to preserve the peace at special events or~~  
9 ~~occurrences that occur on an occasional basis and are operated by private~~  
10 ~~individuals or private entities on non-CITY property. SHERIFF shall determine~~  
11 ~~personnel and equipment needed for such supplemental services, and will provide~~  
12 ~~such supplemental services only if SHERIFF is able to do so without reducing the~~  
13 ~~normal and regular ongoing services that SHERIFF otherwise would provide to~~  
14 ~~CITY pursuant to this Agreement. Such supplemental services shall be provided~~  
15 ~~only by regularly appointed full-time peace officers, at rates of pay governed by a~~  
16 ~~Memorandum of Understanding between COUNTY and the bargaining unit(s)~~  
17 ~~representing the peace officers providing the services. Such supplemental~~  
18 ~~services shall include only law enforcement duties and shall not include services~~  
19 ~~authorized to be provided by a private patrol operator, as defined in Section 7582.1~~  
20 ~~of the Business and Professions Code. Law enforcement support functions,~~  
21 ~~including, but not limited to, clerical functions and forensic science services, may~~  
22 ~~be performed by non-peace officer personnel if the services do not involve patrol or~~  
23 ~~keeping the peace and are incidental to the provision of law enforcement services.~~  
24 ~~CITY shall reimburse COUNTY its full, actual costs of providing such supplemental~~  
25 ~~services at an amount computed by SHERIFF, based on the current year's~~  
26 ~~COUNTY law enforcement cost study. The cost of these supplemental services~~  
27 ~~shall be in addition to the Maximum Obligation of CITY set forth in Subsection F-2~~  
28 ~~of this Agreement. SHERIFF shall bill CITY immediately after each such event.~~

- 1 ~~3. Supplemental services for events operated by public entities on non-CITY~~  
2 ~~property. At the request of CITY, through its City Manager, and within the~~  
3 ~~limitations set forth in this Subsection D-3, SHERIFF may provide supplemental~~  
4 ~~law enforcement services to preserve the peace at special events or occurrences~~  
5 ~~that occur on an occasional basis and are operated by public entities on non-CITY~~  
6 ~~property. SHERIFF shall determine personnel and equipment needed for such~~  
7 ~~supplemental services, and will provide such supplemental services only if~~  
8 ~~SHERIFF is able to do so without reducing services that SHERIFF otherwise would~~  
9 ~~provide to CITY pursuant to this Agreement. CITY shall reimburse COUNTY its full,~~  
10 ~~actual costs of providing such supplemental services at an amount computed by~~  
11 ~~SHERIFF, based on the current year's COUNTY law enforcement cost study. The~~  
12 ~~cost of these supplemental services shall be in addition to the Maximum Obligation~~  
13 ~~of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY~~  
14 ~~immediately after each such event.~~
- 15 ~~4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the~~  
16 ~~services of SHERIFF at events, for which CITY issues permits, that are operated~~  
17 ~~by private individuals or entities or public entities. SHERIFF shall determine~~  
18 ~~personnel and equipment needed for said events. If said events are in addition to~~  
19 ~~the level of services listed in Attachment E of this Agreement, CITY shall reimburse~~  
20 ~~COUNTY for such additional services at an amount computed by SHERIFF, based~~  
21 ~~upon the current year's COUNTY law enforcement cost study. The cost of these~~  
22 ~~services shall be in addition to the Maximum Obligation of CITY set forth in~~  
23 ~~Subsection F-2 of this Agreement. SHERIFF shall bill CITY immediately after said~~  
24 ~~services are rendered.~~
- 25 ~~5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S sole~~  
26 ~~discretion, may provide enhanced patrol, security, school resource, directed~~  
27 ~~enforcement, or other law enforcement services. The type, time and place of said~~  
28 ~~services shall be agreed upon by SHERIFF and City Manager. SHERIFF shall~~

1 ~~determine personnel and equipment needed for such services, and shall provide~~  
2 ~~an initial estimate of personnel and equipment costs to CITY. If such services are~~  
3 ~~in addition to the level of services listed in Attachment E of this Agreement, CITY~~  
4 ~~shall reimburse COUNTY for such services at an amount computed by SHERIFF,~~  
5 ~~based upon the most current COUNTY law enforcement cost study.~~

6 ~~6. In accordance with Government Code 51350, COUNTY has adopted Board~~  
7 ~~Resolution 89-1160 which identifies Countywide services, including but not limited~~  
8 ~~to helicopter response. SHERIFF through this contract provides enhanced~~  
9 ~~helicopter response services. The cost of enhanced helicopter response services~~  
10 ~~is included in the cost of services set forth in Attachment F and incorporated herein~~  
11 ~~by this reference and in the Maximum Obligation of CITY set forth in Subsection F-~~  
12 ~~2.~~

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

17 ~~2.3.~~ For the period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup>, PATROL VIDEO  
18 SYSTEMS, Subsection E-3, ~~E-4 and E-5~~ of the Agreement ~~is~~<sup>are</sup> amended to read  
19 as follows:

20 “E-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 Attachment F and the Maximum Obligation of CITY set forth in Subsection

1 F-2 of this Agreement unless CITY has already paid such costs. CITY shall  
2 not be charged additional amounts for maintenance or replacement/upgrade  
3 of said PVS during the period July 1, 201~~7~~6 through June 30, 201~~8~~7.

4 ~~3E-4. If, following the initial acquisition of PVS referenced above, CITY requires~~  
5 ~~PVS for additional patrol cars designated for use in the CITY service area,~~  
6 ~~COUNTY will purchase said additional PVS. Upon demand by COUNTY,~~  
7 ~~CITY will pay to COUNTY a) the full costs of acquisition and installation of~~  
8 ~~said additional PVS, and b) the full recurring costs for said PVS, as deemed~~  
9 ~~necessary by COUNTY, including the costs of maintenance, and~~  
10 ~~contributions to a fund for replacement and upgrade of such PVS when they~~  
11 ~~become functionally or technologically obsolete. Said costs related to~~  
12 ~~additional PVS are not included in, and are in addition to, the costs set forth~~  
13 ~~in Attachment F and the Maximum Obligation of CITY set forth in Subsection~~  
14 ~~F-2 of this Agreement.~~

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

22 4. For the period July 1, 201~~7~~6 through June 30, 201~~8~~7, PAYMENT, Subsection F-2  
23 of the Agreement is amended to read as follows:

24 "F-2. Unless the level of service as set forth in Attachment E is increased or  
25 decreased by mutual agreement of the parties, or CITY is required to pay  
26 for increases as set forth in Subsection F-4, the Maximum Obligation of  
27 CITY for services, set forth in Attachment E of this Amendment, to be  
28 provided by the COUNTY for the period July 1, 201~~7~~6 through June 30,

1 201~~87~~, shall be \$~~1,438,034~~~~x1,xxx370,xxx623~~ and the Firm Fixed Total Cost  
 2 as set forth in Attachment F is \$1,599,034.

3 The overtime costs included in the Agreement are only an estimate.  
 4 COUNTY shall notify CITY of actual overtime worked during each fiscal  
 5 year. If actual overtime worked is above or below budgeted amounts,  
 6 billings will be adjusted accordingly at the end of the fiscal year. Actual  
 7 overtime costs may exceed CITY's Maximum Obligation."

8 COUNTY will may also provide additional services in support of  
 9 COPS/Special Enforcement – School of Resources Officer (SRO) funds in  
 10 the amount of \$116,000 encompassing the school year 2017-2018 (Regular  
 11 and Summer school session and COPS/Directed Enforcement in the  
 12 amount of \$45,000 to be mutually determined and agreed upon by  
 13 SHERIFF or her designee, and CITY Manager and COUNTY. CITY's  
 14 maximum cumulative payment obligation for these additional services for  
 15 the period from July 1, 2017 through June 30, 2018 shall be \$161,000<sup>[LLM1]</sup>.

16 ~~5. Effective July 1, 2016, PAYMENT Subsection F-3 of the Agreement is deleted.~~

17 ~~56.~~ For the period July 1, 201~~76~~ through June 30, 201~~87~~, PAYMENT Subsections F-  
 18 4a, F-4b, and F-5 are amended to read as follows:

19 "F-4a. At the time this Agreement is executed, there are unresolved issues  
 20 pertaining to potential changes in salaries and benefits for COUNTY  
 21 employees. The costs of such potential changes are not included in the  
 22 Fiscal Year 201~~76-187~~ costs set forth in Attachment F nor in the Fiscal  
 23 Year 201~~76-187~~ Maximum Obligation of CITY set forth in Subsection F-2  
 24 of this Agreement. If the changes result in the COUNTY incurring or  
 25 becoming obligated to pay for increased costs for or on account of  
 26 personnel whose costs are included in the calculations of costs charged to  
 27 CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum  
 28 Obligation set forth in Subsection F-2 of this Agreement, the full costs of

1 said increases to the extent such increases are attributable to work  
2 performed by such personnel during the period July 1, 201~~7~~<sup>6</sup> through  
3 June 30, 201~~8~~<sup>7</sup>, and CITY's Maximum Obligation hereunder shall be  
4 deemed to have increased accordingly. CITY shall pay COUNTY in full for  
5 such increases on a pro-rata basis over the portion of the period between  
6 July 1, 201~~7~~<sup>6</sup> and June 30, 201~~8~~<sup>7</sup> remaining after COUNTY notifies CITY  
7 that increases are payable. If the changes result in the COUNTY incurring  
8 or becoming obligated to pay for decreased costs for or on account of  
9 personnel whose costs are included in the calculations of costs charged to  
10 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to  
11 the extent such decreases are attributable to work performed by such  
12 personnel during the period July 1, 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup>, and  
13 CITY's Maximum Obligation hereunder shall be deemed to have  
14 decreased accordingly. COUNTY shall reduce required payment by CITY  
15 in full for such decreases on a pro-rata basis over the portion of the period  
16 between July 1, 201~~7~~<sup>6</sup> and June 30, 201~~8~~<sup>7</sup> remaining after COUNTY  
17 notifies CITY that the Maximum Obligation has decreased.

18 F-4b. If CITY is required to pay for increases as set forth in Subsection F-4a.  
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
20 service to be provided to CITY as set forth in Attachment E to a level that  
21 will make the Maximum Obligation of CITY hereunder for the period July 1,  
22 201~~7~~<sup>6</sup> through June 30, 201~~8~~<sup>7</sup> an amount specified by CITY that is  
23 equivalent to or higher or lower than the Maximum Obligation set forth in  
24 Subsection F-2 for said period at the time this Agreement originally was  
25 executed. The purpose of such adjustment of service levels will be to give  
26 CITY the option of keeping its Maximum Obligation hereunder at the pre-  
27 increase level or at any other higher or lower level specified by CITY. In  
28 the event of such reduction in level of service and adjustment of costs, the



1 parties shall execute an amendment to this Agreement so providing.  
2 Decisions about how to reduce the level of service provided to CITY shall  
3 be made by SHERIFF with the approval of CITY.  
4

5 F-5. COUNTY shall invoice CITY monthly. During the period July 1, 20176  
6 through June 30, 20187, said invoices will require payment by CITY of  
7 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in  
8 Subsection F-2 of this Amendment, as said Maximum Obligation may  
9 have been increased or decreased. In addition, if a determination is made  
10 that increases described in Subsection F-4 must be paid, COUNTY  
11 thereafter shall include the pro-rata charges for such increases in its  
12 monthly invoices to CITY for the balance of the period between July 1,  
13 20176 and June 30, 20187."

14 67. For the period July 1, 20176 through June 30, 20187, TRAFFIC VIOLATOR  
15 APPREHENSION PROGRAM, Subsections L-3 ~~and L-4~~ of the Agreement ~~is~~  
16 amended to read as follows:

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

- 19 • ~~TenFifteen~~ one hundredths of one (0.105) Sergeant  
20 (~~812~~ hours per two-week pay period)
- 21 • One (1) Staff Specialist  
22 (80 hours per two-week pay period)
- 23 • One (1) Office Specialist  
24 (80 hours per two-week pay period)."

25 ~~L-4. Fee revenue generated by CITY may be used to reimburse CITY for~~  
26 ~~expenditures for equipment and/or supplies directly in support of the~~  
27 ~~Program. In order for an expenditure for equipment and/or supplies to be~~  
28 ~~eligible for reimbursement, CITY shall submit a request for and obtain pre-~~



1 ~~approval of the expenditure by using the form as shown in Attachment D,~~  
2 ~~which is attached hereto and incorporated into the Agreement by this~~  
3 ~~reference.~~

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

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

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

1 ~~78.~~ For the period July 1, 201~~7~~6 through June 30, 201~~8~~7, MOBILE DATA  
2 COMPUTERS, Subsections M-3, ~~M-4 and M-5~~ of the Agreement ~~is~~are amended to  
3 read as follows:

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

10 The costs to be paid by CITY for recurring costs, including maintenance and  
11 replacement/upgrade of MDCs, are included in the costs set forth in  
12 Attachment F and the Maximum Obligation of CITY set forth in Subsection  
13 F-2 of this Agreement unless CITY has already paid such costs. CITY shall  
14 not be charged additional amounts for maintenance or replacement/upgrade  
15 of said MDCs during the period July 1, 201~~7~~6 through June 30, 201~~8~~7.

16 ~~M-4. If, following the initial acquisition of MDCs referenced above, CITY requires~~  
17 ~~MDCs for additional patrol cars or motorcycles designated for use in the~~  
18 ~~CITY, or for CITY's Emergency Operations Center, COUNTY will purchase~~  
19 ~~said additional MDCs. Upon demand by COUNTY, CITY will pay to~~  
20 ~~COUNTY a) the full costs of acquisition and installation of said additional~~  
21 ~~MDC's, and b) the full recurring costs for said MDCs, as deemed necessary~~  
22 ~~by COUNTY, including the costs of maintenance, and contributions to a~~  
23 ~~fund for replacement and upgrade of such MDCs when they become~~  
24 ~~functionally or technologically obsolete. Said costs related to additional~~  
25 ~~MDCs are not included in, and are in addition to, the costs set forth in~~  
26 ~~Attachment F and the Maximum Obligation of CITY set forth in Subsection~~  
27 ~~F-2 of this Agreement.~~

28

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

8 89. For the period July 1, 20176 through June 30, 20187, E-CITATION UNITS  
9 Subsections N-3 ~~and N-4~~ of the Agreement ~~is~~are amended to read as follows:

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

15 The costs to be paid by CITY for recurring costs, including maintenance and  
16 replacement/upgrade of E-Citation units, are included in the costs set forth  
17 in Attachment F and the Maximum Obligation of CITY set forth in  
18 Subsection F-2 of this Agreement unless CITY has already paid such costs.  
19 CITY shall not be charged additional amounts for maintenance or  
20 replacement/upgrade of said E-Citation units during the period July 1, 20176  
21 through June 30, 20187.”

22 ~~N-4. If, following the initial acquisition of E-Citation units referenced above, CITY~~  
23 ~~requires E-Citation units designated for use in CITY, COUNTY will purchase said~~  
24 ~~additional E-Citation units. Upon demand by COUNTY, CITY will pay to COUNTY~~  
25 ~~a) the full costs of acquisition of said additional E-Citation units, and b) the full~~  
26 ~~recurring costs for said E-Citation units, as deemed necessary by COUNTY,~~  
27 ~~including the costs of maintenance, and contributions to a fund for replacement~~  
28 ~~and upgrade of such E-Citation units when they become functionally or~~

1 ~~technologically obsolete. Said costs related to additional E-Citation units are not~~  
 2 ~~included in, and are in addition to, the costs set forth in Attachment F and the~~  
 3 ~~Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.”~~

4 10 All other provisions of the Agreement, to the extent that they are not in conflict  
 5 with this ~~FOURTH~~THIRD AMENDMENT TO AGREEMENT, remain unchanged.

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**IN WITNESS WHEREOF**, the parties have executed the ~~FOURTH~~ **THIRD** 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  
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

\_\_\_\_\_  
Robin Stieler  
-Clerk of the Board  
County of Orange, California

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

BY: \_\_\_\_\_  
Deputy

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

DRAFT