

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

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THIS AGREEMENT is entered into this ~~First Seventh~~ day of ~~June~~May 20~~23~~18, 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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2 **A. TERM:**

3 The term of this Agreement shall be for five (5) years, commencing July 1,
4 20~~23~~~~48~~ and terminating June 30, 202~~8~~~~3~~, unless earlier terminated by either
5 party in the manner set forth herein.

6 **B. OPTIONAL TERMINATION:**

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

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

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

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

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

26 3. The level of service, to be provided by COUNTY for the period July 1,
27 20~~23~~~~48~~ through June 30, 20~~24~~~~19~~, is set forth in Attachment A. ~~and~~
28 ~~incorporated herein by this reference.~~

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

- 3 4. For any service listed in Attachment A of this Agreement that is provided to
4 CITY at less than 100% of a full-time SHERIFF position,
5 COUNTY retains the option to terminate such service in the event other city
6 or cities that contract for the balance of the time of the employee providing
7 the service no longer pays for such service and CITY does not request the
8 Agreement be amended to pay 100% of the cost of the employee providing
9 such service. The Maximum Obligation of CITY set forth in Subsection F-2
10 will be adjusted accordingly.
- 11 5. All services contracted for in this Agreement may not be operational on the
12 precise date specified in this Agreement. In those instances, SHERIFF shall
13 notify CITY Manager of the date or dates such service or services are to be
14 implemented. COUNTY shall reduce the monthly charges to CITY, based
15 on the actual date of implementation of the service or services. Charges
16 shall be reduced on the next monthly billing tendered in accordance with
17 Subsection F-4 of this Agreement.
- 18 6. Each fiscal year, at a date determined by COUNTY shall submit to CITY,
19 COUNTY shall submit to CITY, in writing, a recommended level of service
20 for the following fiscal year. CITY shall remit to COUNTY, in writing, its
21 response to the recommended level of service. If the parties are unable to
22 agree by June 30 of any fiscal year on the level of service to be provided by
23 COUNTY to CITY or on the amount to be paid by CITY for services to be
24 provided by COUNTY for the following fiscal year, this Agreement will
25 terminate as of September 30 of the following fiscal year. If the parties do
26 not agree by June 30 on the level of service and cost of services for the
27 following fiscal year, between July 1 and September 30 of the following fiscal
28

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

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

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

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

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

11 9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
12 CITY Manager, on behalf of CITY, are authorized to execute written
13 amendments to this Agreement to increase or decrease the level of service
14 set forth in Attachment A, when SHERIFF and CITY Manager mutually
15 agree that such increase or decrease in the level of service is appropriate.

16 Any such amendment to the Agreement shall concomitantly increase
17 or decrease the cost of services payable by CITY set forth in Attachment B
18 ~~and incorporated herein by this reference~~ and the Maximum Obligation of CITY
19 set forth in Subsection F-2, in accordance with the current year's COUNTY
20 law enforcement cost study. SHERIFF and CITY Manager shall file copies
21 of any such amendments to this Agreement with the Clerk of COUNTY's
22 Board of Supervisors and CITY's Clerk. Except for costs related to Sections
23 F-3a and F-3b, changes Amendments to this Agreement executed by
24 SHERIFF and CITY Manager may not, in the aggregate, increase or
25 decrease the cost of services payable by CITY by more than one percent
26 (1%) of the total cost originally set forth in Attachment B and the Maximum
27 Obligation originally set forth in Subsection F-2.

28

1 Except for changes under Sections F-3a and F-3b, pPrior approval by
 2 COUNTY's Board of Supervisors and CITY's Council is required before
 3 execution of any amendment that brings the aggregate total of changes in
 4 costs payable by CITY to more than one percent (1%) of the

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

7 total cost originally set forth in Attachment B and the Maximum Obligation
 8 originally set forth in Subsection F-2 of the Agreement.

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

- 10 1. Enhanced services for events on CITY property. At the request of CITY,
 11 through its City Manager, SHERIFF may provide enhanced law enforcement
 12 services for functions, such as community events, conducted on property
 13 that is owned, leased or operated by CITY. SHERIFF shall determine
 14 personnel and equipment needed for such enhanced services. To the
 15 extent the services provided at such events are at a level greater than that
 16 specified in Attachment A of this Agreement, CITY shall reimburse
 17 COUNTY for such additional services, at an amount computed by
 18 SHERIFF, based on the current year's COUNTY law enforcement cost
 19 study. The cost of these enhanced services shall be in addition to the
 20 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
 21 SHERIFF shall bill CITY immediately after each such event.
- 22 2. Supplemental services for occasional events operated by private individuals
 23 and entities on non-CITY property. At the request of CITY, through its City
 24 Manager, and within the limitations set forth in this Subsection D-2,
 25 SHERIFF may provide supplemental law enforcement services to preserve
 26 the peace at special events or occurrences that occur on an occasional
 27 basis and are operated by private individuals or private entities on non-CITY
 28 property. SHERIFF shall determine personnel and equipment needed for

1 such supplemental services, and will provide such supplemental services
2 only if SHERIFF is able to do so without reducing the normal and regular
3 ongoing services that SHERIFF otherwise would provide to CITY pursuant
4 to this Agreement. Such supplemental services shall be provided only by
5 regularly appointed full-time peace officers, at rates of pay governed by a

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

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

- 22 3. Supplemental services for events operated by public entities on non-CITY
23 property. At the request of CITY, through its City Manager, and within the
24 limitations set forth in this Subsection D-3, SHERIFF may provide
25 supplemental law enforcement services to preserve the peace at special
26 events or occurrences that occur on an occasional basis and are operated
27 by public entities on non-CITY property. SHERIFF shall determine
28 personnel and equipment needed for such supplemental services, and will

1 provide such supplemental services only if SHERIFF is able to do so without
2 reducing services that SHERIFF otherwise would provide to CITY pursuant
3 to this Agreement. CITY shall reimburse COUNTY its full, actual costs of
4 providing such supplemental services at an amount computed by SHERIFF,

5 //

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

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

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

22 5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S
23 sole discretion, may provide enhanced patrol, security, school resource,
24 directed enforcement, or other law enforcement services. The type, time
25 and place of said services shall be agreed upon by SHERIFF and City
26 Manager. SHERIFF shall determine personnel and equipment needed for
27 such services, and shall provide an initial estimate of personnel and
28 equipment costs to CITY. If such services are in addition to the level of

1 services listed in Attachment A of this Agreement, CITY shall reimburse
 2 COUNTY for such services at an amount computed by SHERIFF, based
 3 upon the most current COUNTY law enforcement cost study.

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

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

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

15 **E. BODY WORN CAMERA AND IN CAR VIDEO PATROL VIDEO SYSTEMS:**

- 16 1. As part of the law enforcement services to be provided to CITY, COUNTY
 17 has provided, or will provide, body worn cameras (patrol video systems
 18 (hereinafter called "BWCPVS") that will be worn by SHERIFF's personnel
 19 and In Car Video (hereinafter called "ICV") that ~~are or~~ will be mounted in
 20 ~~patrol~~ vehicles designated by SHERIFF COUNTY for use within CITY
 21 service area.
- 22 2. SHERIFF has the exclusive right to use said BWC and ICVPVS for law
 23 enforcement services related to this Agreement.
- 24 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
 25 BWC and the acquisition and installation of ICV Patrol Video Systems that
 26 are or will be mounted in patrol vehicles assigned to CITY, and b) recurring
 27 costs, as deemed necessary by COUNTY, including the costs of
 28 maintenance and contributions to a fund for replacement and upgrade of

1 such BWC and ICVPVS when they become functionally or technologically
2 obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of BWC and ICVPVS, are included in the costs set
5 forth in Attachment B and the Maximum Obligation of CITY set forth in
6 Subsection F-2 of this Agreement unless CITY has already paid such costs.
7 CITY shall not be charged additional amounts for maintenance or
8 replacement/upgrade of said BWC and ICVPVS during the period July 1,
9 2023~~18~~ through June 30, 2024~~19~~.

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

11 4. If, following the initial acquisition of BWC and ICVPVS referenced above,
12 CITY requires BWCPVS and ICV for additional SHERIFF's personnel or
13 vehicles patrol cars designated for use in the CITY service area, COUNTY
14 will purchase said additional BWC and ICVPVS. Upon demand by
15 COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of
16 additional BWC and the full cost of acquisition and installation of said
17 additional BWC and ICVPVS, and b) the full recurring costs for said BWC
18 and ICVPVS, as deemed necessary by COUNTY, including the costs of
19 maintenance, and contributions to a fund for replacement and upgrade of
20 such BWC and ICVPVS when they become functionally or technologically
21 obsolete. Said costs related to additional BWC and ICVPVS are not
22 included in, and are in addition to, the costs set forth in Attachment B and
23 the Maximum Obligation of CITY set forth in Subsection F-2 of this
24 Agreement.

25 5. COUNTY will replace and/or upgrade BWC and ICVPVS as needed. The
26 costs of replacing/upgrading BWC and ICVPVS shall be paid by COUNTY
27 from the replacement/upgrade funds to be paid by CITY in accordance with
28 the foregoing. CITY shall not be charged any additional charge to replace or

1 upgrade BWC and ICVPVS after the cost of BWC and ICV.PVS ~~set forth in~~
 2 ~~Attachment B and in the Maximum Obligation set forth in F-2 has been~~
 3 ~~established in any fiscal year without written notification to the CITY.~~

4 **F. PAYMENT:**

- 5 1. Pursuant to Government Code Section 51350, CITY agrees to pay to
 6 COUNTY the costs of performing the services mutually agreed upon in this
 7 Agreement. The costs of services include salaries, wages, benefits,
 8 mileage, services, supplies, equipment, and divisional, departmental and
 9 COUNTY General overhead.
- 10 2. Unless the level of service as set forth in Attachment A is increased or
 11 decreased by mutual agreement of the parties, or CITY is required to pay for
 12 increases as set forth in Subsection F-3, the Maximum Obligation of CITY

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

14 for services, set forth in Attachment A of this Agreement, to be provided by
 15 the COUNTY for the period July 1, 20~~2318~~ through June 30, 20~~2419~~ is
 16 \$1,~~829558,764152~~ as set forth in Attachment B.

17 The overtime costs included in the Agreement are only an estimate.
 18 SHERIFF COUNTY shall notify CITY of actual overtime worked during each
 19 fiscal year. If actual overtime worked is above or below budgeted amounts,
 20 billings will be adjusted accordingly at the end of the fiscal year. Actual
 21 overtime costs may exceed CITY's Maximum Obligation.

22 COUNTY will also provide additional services in support of GOPS4/Special
 23 Enforcement – School Resource Officer (SRO) funds in the amount of
 24 \$~~210416~~,000 encompassing the school year 20~~2318-2419~~ and
 25 GOPS/Directed Enforcement in the amount of \$~~3045~~,000 to be mutually
 26 determined and agreed upon by SHERIFF or ~~her~~-designee, and CITY
 27 Manager, ~~(collectively referred to as “GOPS funding”)~~. COUNTY and CITY
 28 may reallocate GOPS funding, ~~provided~~ the total amount ~~for GOPS funding~~

1 ~~does~~ not exceed \$~~240161~~,000. County will also provide additional services
 2 in support of the Special Event – 4th of July Augmentation in the amount of
 3 \$~~4,500~~. County will also provide additional patrol service in support of
 4 Motor Traffic Enforcement for (8) hours a month. CITY will be supplemental
 5 billed, in the amount not to exceed \$15,000 for the period of July 1, 2023
 6 through June 30, 2024, unless they are required duties related to the Motor
 7 Traffic Enforcement activity, CITY will be billed for the actual hours serviced.
 8 These required duties may include, but not limited to, any hours spent by
 9 SHERIFF' personnel in traffic court for citations issued in the CITY or
 10 required report writing.

11 -CITY's maximum cumulative payment obligation for these additional
 12 services for the period of July 1, 20~~2318~~ through June 30, 20~~2419~~ shall be
 13 \$~~259165,500~~. With these additional services, the Firm, Fixed Total Cost
 14 shall be \$~~21,089,264723,152~~ as set forth in Attachment B. The Firm, Fixed
 15 Total Cost does not include any additional hours for the Motor Traffic
 16 Enforcement ancillary duties related to traffic enforcement.

17 3-a. At the time this Agreement is executed, there are unresolved issues
 18 pertaining to potential changes in salaries and benefits for COUNTY
 19 employees. The costs of such potential changes are not included in the
 20 Fiscal Year 20~~2318-2419~~ costs set forth in Attachment B nor in the Fiscal
 21 Year 20~~2318-2419~~ Maximum Obligation of CITY set forth in Subsection F-2
 22 of this Agreement. If the changes result in the COUNTY incurring or
 23 becoming

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

25 obligated to pay for increased costs for or on account of personnel whose
 26 costs are included in the calculations of costs charged to CITY hereunder,
 27 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
 28 Subsection F-2 of this Agreement, the full costs of said increases to the

1 extent such increases are attributable to work performed by such personnel
2 during the period July 1, 20~~2318~~ through June 30, 20~~2419~~, and CITY's
3 Maximum Obligation hereunder shall be deemed to have increased
4 accordingly. CITY shall pay COUNTY in full for such increases on a pro-
5 rata basis over the portion of the period between July 1, 20~~2318~~ and June
6 30, 20~~2419~~ remaining after COUNTY notifies CITY that increases are
7 payable. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for decreased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 COUNTY shall reduce the amount owed by the CITY to the extent such
11 decreases are attributable to work performed by such personnel during the
12 period July 1, 20~~2318~~ through June 30, 20~~2419~~, and CITY's Maximum
13 Obligation hereunder shall be deemed to have decreased accordingly.
14 COUNTY shall reduce required payment by CITY in full for such decreases
15 on a pro-rata basis over the portion of the period between July 1, 20~~2318~~
16 and June 30, 20~~2419~~ remaining after COUNTY notifies CITY that the
17 Maximum Obligation has decreased.

18 3-b. If CITY is required to pay for increases as set forth in Subsection F-3a.
19 above, COUNTY, at the request of CITY, will thereafter reduce the level of
20 service to be provided to CITY pursuant to Attachment A of this Agreement
21 to a level that will make the Maximum Obligation of CITY hereunder for the
22 period July 1, 20~~2318~~ through June 30, 20~~2419~~ an amount specified by
23 CITY that is equivalent to or higher or lower than the Maximum Obligation
24 set forth in Subsection F-2 for said period at the time this Agreement
25 originally

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

27 was executed. The purpose of such adjustment of service levels will be to
28 give CITY the option of keeping its Maximum Obligation hereunder at the

1 pre-increase level or at any other higher or lower level specified by CITY. In
2 the event of such reduction in level of service and adjustment of costs, the
3 parties shall execute an amendment to this Agreement so providing,
4 pursuant to Subsection C-9. Decisions about how to reduce the level of
5 service provided to CITY shall be made by SHERIFF with the approval of
6 CITY.

- 7 4. COUNTY shall invoice CITY monthly. During the period July 1, 20~~23~~²⁴
8 through June 30, 20~~24~~²⁵, said invoices will require payment by CITY of
9 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in
10 Subsection F-3 of this Amendment, as said Maximum Obligation may have
11 been increased or decreased. In addition, if a determination is made that
12 increases described in Subsection F-3 must be paid, COUNTY thereafter
13 shall include the pro-rata charges for such increases in its monthly invoices
14 to CITY for the balance of the period between July 1, 20~~23~~²⁴ and June 30,
15 20~~24~~²⁵.
- 16 5. CITY shall pay COUNTY in accordance with COUNTY Board of
17 Supervisors' approved Billing Policy, which is attached hereto as
18 Attachment C, ~~and incorporated herein by this reference.~~
- 19 6. COUNTY shall charge CITY late payment penalties in accordance with
20 County Billing Policy.
- 21 7. Narcotic asset forfeitures will be handled pursuant to Attachment D ~~hereto,~~
22 ~~which is incorporated herein by this reference.~~

23 **G. NOTICES:**

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

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

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

I. STATE AUDIT:

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

I. STATE AUDIT: (Continued)

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

3 **J. ALTERATION OF TERMS:**

4 This Agreement is comprised of this documents and Attachments A through F,
5 which are attached hereto and incorporated herein by reference.

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

12 **K. INDEMNIFICATION:**

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

1 CITY and used by COUNTY personnel in the performance of this
2 Agreement, for property damage, bodily injury or death or any other element

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

4 of damage of any kind or nature, and CITY shall defend, at its expense
5 including attorney fees, and with counsel approved in writing by COUNTY,
6 COUNTY and its elected and appointed officials, officers, agents,
7 employees, subcontractors and independent contractors in any legal action
8 or claim of any kind based or asserted upon such condition of public street,
9 ~~or~~ work, or property, or illegality or unconstitutionality of a municipal
10 ordinance, or alleged acts or omissions. If judgment is entered against
11 CITY and COUNTY by a court of competent jurisdiction because of the
12 concurrent active negligence of either party, CITY and COUNTY agree that
13 liability will be apportioned as determined by the court. Neither party shall
14 request a jury apportionment.

- 15 2. COUNTY shall indemnify and hold harmless CITY and its elected and
16 appointed officials, officers, agents, employees, subcontractors and
17 independent contractors from any claim, demand or liability whatsoever
18 based or asserted upon any act or omission of COUNTY or its elected and
19 appointed officials, officers, agents, employees, subcontractors or
20 independent contractors related to this Agreement, for property damage,
21 bodily injury or death or any other element of damage of any kind or nature,
22 and COUNTY shall defend, at its expense, including attorney fees, and with
23 counsel approved in writing by CITY, CITY and its elected and appointed
24 officials, officers, agents, employees, subcontractors and independent
25 contractors in any legal action or claim of any kind based or asserted upon
26 such alleged acts or omissions. County shall be responsible for any
27 damage caused to City vehicles used by County under this agreement,
28 except to the extent that the damage is caused by the City's act or omission.

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

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

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

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

1 Agreement. As COUNTY updates its fees for the Program periodically,
2 COUNTY will provide written notice to CITY of the updated fees. CITY's
3 participation in the Program will terminate if CITY determines not to adopt
4 the updated fees for the Program.

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

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

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

- 10 • Ten one hundredths of one (0.10) Sergeant
11 (8 hours per two-week pay period)
- 12 • One (1) Staff Specialist
13 (80 hours per two-week pay period)
- 14 • One (1) Office Specialist
15 (80 hours per two-week pay period)

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

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

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

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

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

26 **M. MOBILE DATA COMPUTERS:**

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

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

- 3 2. SHERIFF has the exclusive right to use said MDCs for law enforcement
4 services related to this Agreement.
- 5 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
6 installation of MDCs that are or will be mounted in patrol vehicles and
7 motorcycles assigned to CITY, and b) recurring costs, as deemed
8 necessary by COUNTY, including the costs of maintenance and

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

11 contributions to a fund for replacement and upgrade of such MDCs when
12 they become functionally or technologically obsolete.

13 The costs to be paid by CITY for recurring costs, including maintenance and
14 replacement/upgrade of MDCs, are included in the costs set forth in
15 Attachment B and the Maximum Obligation of CITY set forth in Subsection
16 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
17 not be charged additional amounts for maintenance or replacement/upgrade
18 of said MDCs during the period July 1, 20~~23~~¹⁸ through June 30, 20~~24~~¹⁹.

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

1 Attachment B and the Maximum Obligation of CITY set forth in Subsection
2 F-2 of this Agreement.

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

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

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

21 The costs to be paid by CITY for recurring costs, including maintenance and
22 replacement/upgrade of E-Citation units, are included in the costs set forth
23 in Attachment B and the Maximum Obligation of CITY set forth in
24 Subsection F-2 of this Agreement unless CITY has already paid such costs.
25 CITY shall not be charged additional amounts for maintenance or
26 replacement/upgrade of said E-Citation units during the period July 1,
27 20~~23~~¹⁸ through June 30, 20~~24~~¹⁹.

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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

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N. E-CITATION UNITS: (Continued)

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.

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11 **IN WITNESS WHEREOF**, the parties have executed the AGREEMENT
12 in the County of Orange, State of California.

13 DATED: _____

14 CITY OF VILLA PARK

15 ATTEST: _____

16 City Clerk

17 BY: _____

18 Mayor

19 APPROVED AS TO FORM:

20 BY: _____

21 City Attorney

22 -----
23 DATED: _____

24 COUNTY OF ORANGE

25 BY: _____

26 Chairman of the Board of
27 Supervisors

28 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: _____

DRAFT

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ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF VILLA PARK

ATTACHMENT A

"REGULAR SERVICES BY COUNTY"
(Subsection C-3)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
INVESTIGATION SERVICES:			
Investigator		0.50	40 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	4.00	each, 80 hrs./ per two wk. pay period
TOTAL		4.50	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	0.67%
Deputy Sheriff II	Traffic	4.00	0.67%
Investigative Assistant	Traffic	2.00	0.67%
Office Specialist	Traffic	1.00	0.67%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	0.12%
Investigator	Auto Theft	2.00	0.12%
Investigative Assistant	Auto Theft	1.00	0.12%
Office Specialist	Auto Theft	1.00	0.12%
TOTAL		11.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2023-24 LAW ENFORCEMENT CONTRACT
CITY OF VILLA PARK**

ATTACHMENT B

**"PAYMENT"
(Subsection F-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection F-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
INVESTIGATION SERVICES:				
Investigator		0.50	\$ 389,710	\$ 194,855
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	4.00	\$ 329,887	\$ 1,319,548
TOTAL POSITIONS		4.50		\$ 1,514,403

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	0.67%	\$ 1,860
Deputy Sheriff II	Traffic	4.00	0.67%	\$ 9,772
Investigative Assistant	Traffic	2.00	0.67%	\$ 2,097
Office Specialist	Traffic	1.00	0.67%	\$ 818
AUTO THEFT:				
Sergeant	Auto Theft	0.30	0.12%	\$ 161
Investigator	Auto Theft	2.00	0.12%	\$ 795
Investigative Assistant	Auto Theft	1.00	0.12%	\$ 185
Office Specialist	Auto Theft	1.00	0.12%	\$ 139
TOTAL REGIONAL/SHARED		11.90		\$ 15,827

OTHER CHARGES AND CREDITS (Subsection F-2):

OTHER CHARGES:	
Overtime	\$ 111,112
Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment	\$ 10,141
Body Worn Camera (BWC) and In Car Video (ICV)	\$ 28,462
Contract Administration	\$ 5,766
Data Line	\$ 4,026
E-Citation	\$ 2,221
Enhanced Helicopter Response Services	\$ 4,873
Holiday Pay: comp and straight time	\$ 22,353
Integrated Law & Justice Agency of Orange County	\$ 573
Mobile Data Computer (MDC) recurring costs	\$ 7,822
Patrol Training Cost Allocation (FTB)	\$ 24,361
Premium Pay (bilingual staff, education incentive pay and on-call)	\$ 17,124
Retirement rate discount expenses (interest and cost of issuance)	\$ -
Services and supplies, including crossing guard services contract	\$ 16,590
Transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance	\$ 46,930
CREDITS:	
AB 109 (2011 Public Safety Realignment)	\$ -
False Alarm fees	\$ (2,820)
Reimbursement for training and miscellaneous programs	\$ -

TOTAL OTHER CHARGES AND CREDITS	\$ 299,534
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TOTAL MAX OBLIGATION (Subsection F-2)	\$ 1,829,764
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Special Services	
Special Services - Special Event: 4th of July Augmentation	\$ 4,500
Special Services - SRO	\$ 210,000
Special Services - Directed Enforcement	\$ 30,000
Motor Traffic Enforcement - Overtime	\$ 15,000
Subtotal for Special Services	\$ 259,500
FY 2023-24 (FINAL) FIRM, FIXED TOTAL COST	\$ 2,089,264