

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

THIS AGREEMENT is entered into this First day of June 2023, 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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TABLE OF CONTENTS

1	A. TERM.....	3
2	B. OPTIONAL TERMINATION	3
3	C. REGULAR SERVICES BY COUNTY	3
4	D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY	6
5	E. PATROL VIDEO SYSTEMS	9
6	F. PAYMENT.....	10
7	G. NOTICES	14
8	H. STATUS OF COUNTY	14
9	I. STATE AUDIT	15
10	J. ALTERATION OF TERMS	15
11	K. INDEMNIFICATION	15
12	L. TRAFFIC VIOLATOR APPREHENSION PROGRAM.....	17
13	M. MOBILE DATA COMPUTERS	20
14	N. E-CITATION UNITS	21
15	SIGNATURE PAGE.....	23

Attachment A: Regular Services by County

Attachment B: Payment

Attachment C: County Billing Policy

Attachment D: Forfeited and Seized Asset Policy

Attachment E: TVAP Resolution

Attachment F: TVAP Form

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2023
3 and terminating June 30, 2028, unless earlier terminated by either party in the
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

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

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

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

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

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

25 3. The level of service, to be provided by COUNTY for the period July 1, 2023
26 through June 30, 2024, is set forth in Attachment A.

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C. REGULAR SERVICES BY COUNTY: (Continued)

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

C. REGULAR SERVICES BY COUNTY: (Continued)

the cost of similar services provided in the prior fiscal year.

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

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

9. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment A, when SHERIFF and CITY Manager mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by CITY set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and CITY Manager shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and CITY's Clerk. Except for costs related to Sections F-3a and F-3b, changes to this Agreement executed by SHERIFF and CITY Manager may not, in the aggregate, increase or decrease the cost of services payable by CITY by more than one percent (1%) of the total cost originally set forth in Attachment B and the Maximum Obligation originally set forth in Subsection F-2.

Except for changes under Sections F-3a and F-3b, prior approval by COUNTY's Board of Supervisors and CITY's Council is required before execution of any amendment that brings the aggregate total of changes in costs payable by CITY to more than one percent (1%) of the total cost originally set forth in Attachment B and the Maximum Obligation originally

C. REGULAR SERVICES BY COUNTY: (Continued)

set forth in Subsection F-2 of the Agreement.

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 A of this Agreement, CITY shall reimburse COUNTY for such additional services, at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY immediately after each such event.
2. Supplemental services for occasional events operated by private individuals and entities on non-CITY property. At the request of CITY, through its City Manager, and within the limitations set forth in this Subsection D-2, SHERIFF may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-CITY property. SHERIFF shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if SHERIFF is able to do so without reducing the normal and regular ongoing services that SHERIFF otherwise would provide to CITY pursuant to this Agreement. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between COUNTY and the bargaining

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

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

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

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

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

4. Notwithstanding the foregoing, CITY, through its permit process, may utilize the services of SHERIFF at events, for which CITY issues permits, that are operated by private individuals or entities or public entities. SHERIFF shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such additional services at an amount computed by SHERIFF, based upon the current year's COUNTY law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY immediately after said services are rendered.
5. At the request of CITY, through its City Manager, SHERIFF, in SHERIFF'S sole discretion, may provide enhanced patrol, security, school resource, directed enforcement, or other law enforcement services. The type, time and place of said services shall be agreed upon by SHERIFF and City Manager. SHERIFF shall determine personnel and equipment needed for such services, and shall provide an initial estimate of personnel and equipment costs to CITY. If such services are in addition to the level of services listed in Attachment A of this Agreement, CITY shall reimburse COUNTY for such services at an amount computed by SHERIFF, based upon the most current COUNTY law enforcement cost study.
6. In accordance with Government Code 51350, COUNTY has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. SHERIFF through this contract provides enhanced helicopter response services. The cost of enhanced helicopter

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

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

E. BODY WORN CAMERA AND IN CAR VIDEO:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, body worn cameras ((hereinafter called "BWC") that will be worn by SHERIFF's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by SHERIFF for use within CITY service area.
2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of BWC and the acquisition and installation of ICV, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete.

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

4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC and ICV for additional SHERIFF's personnel or vehicles

E. BODY WORN AND IN CAR VIDEO: (Continued)

designated for use in the CITY service area, COUNTY will purchase said additional BWC and ICV. Upon demand by COUNTY, CITY will pay to COUNTY a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional BWC and ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by COUNTY, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV 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 BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV 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 BWC and ICV after the cost of BWC and ICV.

F. PAYMENT:

1. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the costs of performing the services mutually agreed upon in this Agreement. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
2. Unless the level of service as set forth in Attachment A is increased or decreased by mutual agreement of the parties, or CITY is required to pay for increases as set forth in Subsection F-3, the Maximum Obligation of CITY for services, set forth in Attachment A of this Agreement, to be provided by the COUNTY for the period July 1, 2023 through June 30, 2024 is

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

2 \$1,829,764 as set forth in Attachment B.

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

8 COUNTY will also provide additional services in support of Special
9 Enforcement – School Resource Officer (SRO) funds in the amount of
10 \$210,000 encompassing the school year 2023-24 and Directed
11 Enforcement in the amount of \$30,000 to be mutually determined and
12 agreed upon by SHERIFF or designee, and CITY Manager. COUNTY and
13 CITY may reallocate the total amount, not exceed \$240,000. County will
14 also provide additional services in support of the Special Event – 4th of July
15 Augmentation in the amount of \$4,500. County will also provide additional
16 patrol service in support of Motor Traffic Enforcement for (8) hours a month.
17 CITY will be supplemental billed, in the amount not to exceed \$15,000 for
18 the period of July 1, 2023 through June 30, 2024, unless they are required
19 duties related to the Motor Traffic Enforcement activity, CITY will be billed
20 for the actual hours serviced. These required duties may include, but not
21 limited to, any hours spent by SHERIFF' personnel in traffic court for
22 citations issued in the CITY or required report writing.

23 CITY's maximum cumulative payment obligation for these additional
24 services for the period of July 1, 2023 through June 30, 2024 shall be
25 \$259,500. With these additional services, the Firm, Fixed Total Cost shall
26 be \$2,089,264 as set forth in Attachment B. The Firm, Fixed Total Cost
27 does not include any additional hours for the Motor Traffic Enforcement
28 ancillary duties related to traffic enforcement.

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

2 3a. At the time this Agreement is executed, there are unresolved issues
3 pertaining to potential changes in salaries and benefits for COUNTY
4 employees. The costs of such potential changes are not included in the
5 Fiscal Year 2023-24 costs set forth in Attachment B nor in the Fiscal Year
6 2023-24 Maximum Obligation of CITY set forth in Subsection F-2 of this
7 Agreement. If the changes result in the COUNTY incurring or becoming
8 obligated to pay for increased costs for or on account of personnel whose
9 costs are included in the calculations of costs charged to CITY hereunder,
10 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
11 Subsection F-2 of this Agreement, the full costs of said increases to the
12 extent such increases are attributable to work performed by such personnel
13 during the period July 1, 2023 through June 30, 2024, and CITY's Maximum
14 Obligation hereunder shall be deemed to have increased accordingly. CITY
15 shall pay COUNTY in full for such increases on a pro-rata basis over the
16 portion of the period between July 1, 2023 and June 30, 2024 remaining
17 after COUNTY notifies CITY that increases are payable. If the changes
18 result in the COUNTY incurring or becoming obligated to pay for decreased
19 costs for or on account of personnel whose costs are included in the
20 calculations of costs charged to CITY hereunder, COUNTY shall reduce the
21 amount owed by the CITY to the extent such decreases are attributable to
22 work performed by such personnel during the period July 1, 2023 through
23 June 30, 2024, and CITY's Maximum Obligation hereunder shall be deemed
24 to have decreased accordingly. COUNTY shall reduce required payment by
25 CITY in full for such decreases on a pro-rata basis over the portion of the
26 period between July 1, 2023 and June 30, 2024 remaining after COUNTY
27 notifies CITY that the Maximum Obligation has decreased.

28 3b. If CITY is required to pay for increases as set forth in Subsection F-3a.

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

2 above, COUNTY, at the request of CITY, will thereafter reduce the level of
3 service to be provided to CITY pursuant to Attachment A of this Agreement
4 to a level that will make the Maximum Obligation of CITY hereunder for the
5 period July 1, 2023 through June 30, 2024 an amount specified by CITY
6 that is equivalent to or higher or lower than the Maximum Obligation set
7 forth in Subsection F-2 for said period at the time this Agreement originally
8 was executed. The purpose of such adjustment of service levels will be to
9 give CITY the option of keeping its Maximum Obligation hereunder at the
10 pre-increase level or at any other higher or lower level specified by CITY. In
11 the event of such reduction in level of service and adjustment of costs, the
12 parties shall execute an amendment to this Agreement so providing,
13 pursuant to Subsection C-9. Decisions about how to reduce the level of
14 service provided to CITY shall be made by SHERIFF with the approval of
15 CITY.

- 16 4. COUNTY shall invoice CITY monthly. During the period July 1, 2023
17 through June 30, 2024, said invoices will require payment by CITY of one-
18 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3
19 of this Amendment, as said Maximum Obligation may have been increased
20 or decreased. In addition, if a determination is made that increases
21 described in Subsection F-3 must be paid, COUNTY thereafter shall include
22 the pro-rata charges for such increases in its monthly invoices to CITY for
23 the balance of the period between July 1, 2023 and June 30, 2024.
- 24 5. CITY shall pay COUNTY in accordance with COUNTY Board of
25 Supervisors' approved Billing Policy, which is attached hereto as
26 Attachment C.
- 27 6. COUNTY shall charge CITY late payment penalties in accordance with
28 County Billing Policy.

F. PAYMENT: (Continued)

7. Narcotic asset forfeitures will be handled pursuant to Attachment D.

G. NOTICES:

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

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

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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.

1 **I. STATE AUDIT:**

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

9 **J. ALTERATION OF TERMS:**

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

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, unless expressly provided herein
16 shall be valid unless made in writing, formally approved and executed by duly
17 authorized agents of both parties.

18 **K. INDEMNIFICATION:**

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

K. INDEMNIFICATION: (Continued)

of CITY, or upon the illegality or unconstitutionality of any municipal ordinance of CITY that SHERIFF has enforced, or upon any act or omission of CITY, or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, including, but not limited to, any act or omission related to the maintenance or condition of any vehicle or motorcycle that is owned or possessed by CITY and used by COUNTY personnel in the performance of this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and CITY shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such condition of public street, work, or property, or illegality or unconstitutionality of a municipal ordinance, or alleged acts or omissions. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. COUNTY shall indemnify and hold harmless CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim, demand or liability whatsoever based or asserted upon any act or omission of COUNTY or its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, and with

K. INDEMNIFICATION: (Continued)

counsel approved in writing by CITY, CITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based or asserted upon such alleged acts or omissions. County shall be responsible for any damage caused to City vehicles used by County under this agreement, except to the extent that the damage is caused by the City's act or omission.

L. TRAFFIC VIOLATOR APPREHENSION PROGRAM:

1. COUNTY has established a Traffic Violator Apprehension Program ["the Program"], which is operated by SHERIFF, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the COUNTY and in the cities that contract with COUNTY for SHERIFF's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for CITY to participate in the Program, CITY has adopted a fee pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as set forth in the resolution that is attached hereto as Attachment E [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of the TVAP resolution that is attached hereto as Attachment E. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant

L. TRAFFIC VIOLATOR APPREHENSION PROGRAM: (Continued)

in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment E, as long as said amendment to this Agreement does not materially change any other provision of this Agreement. As COUNTY updates its fees for the Program periodically, COUNTY will provide written notice to CITY of the updated fees. CITY's participation in the Program will terminate if CITY determines not to adopt the updated fees for the Program.

2. COUNTY will make available for review, at the request of CITY, all financial data related to the Program as may be requested by CITY.
3. Fee revenue generated by COUNTY and participating cities will be used to fund the following positions, which will be assigned to the Program:
 - Ten one hundredths of one (0.10) Sergeant
(8 hours per two-week pay period)
 - One (1) Staff Specialist
(80 hours per two-week pay period)
 - One (1) Office Specialist
(80 hours per two-week pay period)
4. Fee revenue generated by CITY may be used to reimburse CITY for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for reimbursement, CITY shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F, which is attached hereto and incorporated into the Agreement by this reference.

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

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

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

- 14 5. 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.

M. MOBILE DATA COMPUTERS:

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

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

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

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

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

M. MOBILE DATA COMPUTERS: (Continued)

MDCs 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 MDCs as needed. The costs of replacing/upgrading MDCs 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 MDCs after the cost of MDC set forth in Attachment B and in the Maximum Obligation set forth in Subsection F-2 has been established in any fiscal year without written notification to the CITY.

N. E-CITATION UNITS:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, E-Citation units designated by COUNTY for use within CITY limits.
2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement services related to this Agreement.
3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, 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.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2023

N. E-CITATION UNITS: (Continued)

through June 30, 2024.

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.

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

DATED: _____

CITY OF VILLA PARK

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of
Supervisors

Signed and certified that a copy of this
document has been delivered to the Chair
of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

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

BY: **Annie Loo** Digitally signed by Annie Loo
DN: cn=Annie Loo, o=County Counsel, ou,
email=annie.loo@cocorcal.gov, c=US
Date: 2023.05.15 10:42:16 -0700
Deputy

DATED: 5/15/23

**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

ATTACHMENT C

**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ATTACHMENT D**POLICY FOR DISTRIBUTION OF FORFEITED AND SEIZED ASSETS****BACKGROUND**

The Orange County Sheriff's Department provides contract law enforcement services to cities in Orange County. Because of the increased likelihood that contracted patrol or investigation personnel may become involved in significant narcotic seizures, which could affect law enforcement services provided by the Sheriff's Department to contract cities, the following policy is in effect.

CONTRACTED PATROL AND INVESTIGATION OFFICERS

When assets (cash or property) are seized in CITY by contracted patrol or investigation personnel, and subsequently forfeited to COUNTY's Sheriff Department, hereinafter referred to as "SHERIFF", the forfeited assets shall be shared with CITY as set forth below, for the purpose of augmenting law enforcement services in CITY, subject to guidelines by the forfeiting agency of such sharing and use of forfeited assets. A portion of forfeited assets may be retained by SHERIFF, to pay for departmental expenses not recovered through law enforcement contracts.

In such cases, pursuant to the forfeiting agency's guidelines, SHERIFF shall apply to the forfeiting agency for the return of a share of assets. In his application, SHERIFF shall specify the percentage of shared assets returned to SHERIFF that will be used to augment law enforcement services in CITY and the use of said assets by CITY.

In those cases in which assets are seized within CITY by personnel assigned to CITY pursuant to this Agreement, without the involvement of other law enforcement personnel, and in which the seizure is a result solely of activities self-initiated by SHERIFF personnel assigned to CITY or initiated by said personnel in response to calls for service within CITY, SHERIFF shall apply to have all of the assets used to augment CITY law enforcement services.

In those cases in which SHERIFF personnel assigned to CITY pursuant to this Agreement play an ancillary role in a seizure or in which other law enforcement personnel are involved in a seizure, SHERIFF shall determine the percentage of the total forfeited assets for which he will apply to augment CITY's law enforcement services. This determination will be based on the circumstances of the seizure, including the pro-rata involvement of all personnel, including those assigned to CITY.

Each seizure will be evaluated on an individual and independent basis, and said evaluations will be available for review to CITY's manager. Examples of those incidents which would be evaluated as set forth in this section include situations in which a contract patrol deputy provides uniformed backup at a SHERIFF's Narcotic Bureau search warrant location or in which contract investigators participate in the service of a search warrant that was initiated by non-contract law enforcement personnel.

Assets (cash or property) that are returned to SHERIFF by the forfeiting agency with the understanding that they will be used to augment CITY law enforcement services shall be used by CITY and SHERIFF only for such purposes. If the forfeiting agency attaches additional or more specific conditions to the use of said assets, CITY and SHERIFF shall also abide by those conditions. SHERIFF and CITY's manager shall determine the specific use of said assets within the conditions imposed by the forfeiting agency.

ATTACHMENT E

RESOLUTION NO. 2020-3502

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VILLA PARK, CALIFORNIA APPROVING THE FEE
INCREASE WITH THE ORANGE COUNTY SHERIFF-
CORONER'S TRAFFIC VIOLATION APPREHENSION
PROGRAM (TVAP).**

WHEREAS, ON April 25, 2000 City Council adopted Resolution 2000-2493 approving the Orange County Traffic Violation Apprehension Program and Adopting an administrative fee schedule; and

WHEREAS, the Orange County Sheriff-Coroner Traffic Violator Apprehension Program designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking; and

WHEREAS, the current fee is \$50.00 for a regular impound and \$152.00 for a mandatory 30-day impound; and

WHEREAS, on November 17, 2020, the Orange County Board of Supervisors approved a proposed increase in the administrative fee for the Sheriff-Coroner Department for vehicle removal, impound, storage or release of vehicles from \$50 to \$144 for vehicle removal pursuant to specific Vehicle Code violations and from \$152 to \$144 for vehicle removal due to driving without a license or with a suspended or revoked license;

WHEREAS, Vehicle Code section 22850.5 authorizes this Council, by resolution, to establish a fee equal to the administrative costs relating to the removal, impound, storage or release of properly impounded vehicles; and

WHEREAS, the City of Villa Park wishes to authorize these newly adopted vehicle release fees; and

WHEREAS, a Notice of Public Hearing with respect to the proposed new fee was given according to law; and

WHEREAS, a Public Hearing with respect to the new proposed fee was held on December 15, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Villa Park finds, in accordance with California Public Resources Code section 21080 (b) (8), that the charges listed hereinbelow are only for the purposes of meeting operating

expenses and are, therefore, exempt from compliance with the California Environmental Quality Act.

BE IT FURTHER RESOLVED that on December 15, 2020, the administrative fees indicated below shall become effective for the removal, impound, storage or release of vehicles properly impounded after removal from locations in this city in accordance with or on account of violation of the provisions of the Vehicle Code listed below:

- (a) A fee of \$144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code section 14602.6, and
- (b) A fee of \$144.00 for each impound of a vehicle in accordance with or on account of violation of Vehicle Code section:

22651 (a)
22651 (d)
22651 (e)
22651 (f)
22651 (h) (1) 22651 (h) (2) 22651 (i) (l) 22651 (j)
22651 (k)
22651 (l)
22651 (m) 22651 (n) 22651 (o) (1) 22651 (p)
22651 (r) 22651 (t) 22655.3, 22655.5 (b), or 22669.

BE IT FURTHER RESOLVED that the Sheriff is authorized to collect said fees, on behalf of this city, at the time of release of vehicles that are subject to the fees.

BE IT FURTHER RESOLVED that said fees shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle and shall not include any vehicle towed under an abatement program or sold at a lien sale pursuant to Sections 3068.1 to 3074, inclusive, of, and Section 22851 of, the Civil Code unless the sale is sufficient in amount to pay the lienholder's total charges and proper administrative costs.

BE IT FURTHER RESOLVED that said fees shall not be imposed for any hearing or appeal relating to the removal, impound, storage, or release of a vehicle unless that hearing or appeal was requested in writing by the registered or legal owner of the vehicle or an agent of that registered or legal owner, and such fees, if otherwise applicable, shall be imposed only upon the person requesting that hearing or appeal.

BE IT FURTHER RESOLVED that said fees shall not be imposed in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner makes good faith attempts promptly to remove the vehicle from a location where it is not permitted; (b) when the vehicle was stolen; (c) when the vehicle was left by an ill or injured driver; or (d) when it is demonstrated to the

satisfaction of the Sheriff or his designee that neither the registered owner of the vehicle nor his agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle

BE IT FURTHER RESOLVED that at Sheriff headquarters or at any Sheriff substation, a registered owner of an agent of a registered owner who believes he/she/it is exempt from either of said fees in accordance with any of the above-listed criteria may apply in writing for a waiver of the fee and shall present such supporting information or documentation as the Sheriff may request.

BE IT FURTHER RESOLVED that upon presentation of a written application for waiver of either of said fees, together with such supporting documentation as the Sheriff may request, the Sheriff shall determine promptly whether the applicant meets the above-listed criteria for waiver of the fee, and if so, shall waive the fee.

BE IT FURTHER RESOLVED that until further order of this Council, the Sheriff is directed to deposit the proceeds of the fees established by this Resolution in the above-described Traffic Violator Fund in the County Treasury, to be used exclusively for the Traffic Violator Apprehension operated by the Sheriff in the unincorporated areas of Orange County and the cities in Orange County that contract for the Sheriff's law enforcement services.

BE IT FURTHER RESOLVED that expenditures of said fee proceeds from the Traffic Violator Fund may include, but are not limited to, the costs of personnel who perform duties for the Traffic Violator Apprehension Program, and the purchase and maintenance of equipment, materials and supplies utilized in the Traffic Violator Apprehension Program.

BE IT FURTHER RESOLVED that until further order of this Council, the Orange County Board of Supervisors is authorized to carry forward in the Traffic Violator Fund and accumulate any balance of proceeds of fees imposed by this Resolution that is remaining at the end of a fiscal year, as long as such fee proceeds will be used for the purposes recited herein.

PASSED AND ADOPTED by the City Council of the City of Villa Park at a regular meeting held on the 15th day of December 2020.

ATTEST:



Steve Franks, City Clerk
City of Villa Park



Crystal Miles, Mayor
City of Villa Park

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS
CITY OF VILLA PARK }

I, **Steve Franks**, City Clerk of the City of Villa Park **DO HEREBY CERTIFY** that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Villa Park held on the 15th day of December, 2020, and was carried by the following roll call vote, to wit:

AYES: COUNCILMEMBERS: *Pitts, Rossini, Collacott, Zimmermann, Miles*
NOES: COUNCILMEMBERS: *None*
ABSENT: COUNCILMEMBERS: *None*
ABSTAIN: COUNCILMEMBERS: *None*



Steve Franks, City Clerk
City of Villa Park

**ORANGE COUNTY SHERIFF-CORONER
TRAFFIC VIOLATOR APPREHENSION PROGRAM**

Attachment A

REQUEST	CONTRACT CITY	
	Participating City Request to Purchase From the TVA in FY	Date
	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>
	<u>APPLICABILITY TO TVA PROGRAM</u>	<u>ESTIMATED COST</u>
CERTIFICATION	<p>THE CITY CERTIFIES THAT THE EQUIPMENT PURCHASED BY CITY AND TO BE REIMBURSED BY PROGRAM FUNDS WILL BE USED FOR ITS ENTIRE USEFUL LIFE EXCLUSIVELY FOR THE PURPOSES OF THE TRAFFIC VIOLATOR APPREHENSION PROGRAM</p> <p>CITY MANAGER REQUEST:</p> <p>Printed Name _____</p> <p>Signature: _____ DATE _____</p>	
	<p align="center">ORANGE COUNTY SHERIFF-CORONER DEPARTMENT</p>	
APPROVALS	<p>Recommended For Approval</p>	
	CITY POLICE SERVICES CHIEF	MANAGER – TVA PROGRAM

ATTACHMENT F