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

**THIS SECOND AMENDMENT TO AGREEMENT** is entered into this First day of May 2015, which date is enumerated for purposes of reference only, by and between the CITY OF VILLA PARK, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend, effective July 1, 2015, that certain Agreement between the parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

1. For the period July 1, 2015 through June 30, 2016, REGULAR SERVICES BY COUNTY, Subsection C-2 of the Agreement is amended to read as follows:

"C-2. The level of service to be provided by COUNTY, for the period July 1, 2015 through June 30, 2016, shall be as follows:

**a. Patrol Services:**

- Four (4) Deputy Sheriff IIs - Patrol  
(each 80 hours per two-week pay period)  
Deployment to be determined by SHERIFF in cooperation with CITY Manager

**b. Investigation Services:**

- One-half of one (0.50) Investigation Unit  
An Investigation Unit is one Investigator, 80 hours per two-week pay period.

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**c. Regional / Shared Staff:**

- 0.58 percent of sixty one hundredths of one (0.60)  
Sergeant – Traffic
- 0.58 percent of four (4) Deputy Sheriff IIs – Traffic
- 0.58 percent of two (2) Investigative Assistants – Traffic
- 0.58 percent of one (1) Office Specialist - Traffic
- 0.99 percent of thirty one hundredths of one (0.30)  
Sergeant – Auto Theft
- 0.99 percent of two (2) Investigators – Auto Theft
- 0.99 percent of one (1) Investigative Assistant – Auto Theft
- 0.99 percent of one (1) Office Specialist – Auto Theft.”

2. For the period July 1, 2015 through June 30, 2016, PATROL VIDEO SYSTEMS, Subsection E-3 of the Agreement is amended to read as follows:

“E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems that are or will be mounted in patrol vehicles 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 PVS when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of PVS, are included in the costs set forth in Subsection F-2 and the Maximum Obligation of CITY set forth in Subsection F-3 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said PVS during the period July 1, 2015 through June 30, 2016.”

3. For the period July 1, 2015 through June 30, 2016, PAYMENT, Subsections F-2 and F-3 of the Agreement are amended to read as follows:

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1 "F-2. Unless the level of service described in Section C is increased or  
 2 decreased, the cost of services described in Section C of this Agreement, to  
 3 be provided by the COUNTY for the period July 1, 2015 through June 30,  
 4 2016, shall be as follows:

5 **SERVICE** **COST OF SERVICE**

6 **Patrol Services:**

- 7 • Four (4) Deputy Sheriff IIs - Patrol
- 8 @ \$230,730/each \$ 922,920

9 **Investigation Services:**

- 10 • One half of one (.50) Investigator
- 11 @ \$270,176/each \$ 135,088

12 **Regional /Shared Staff:**

- 13 • 0.58% of sixty one hundredths of one (0.60) Sergeant – Traffic
- 14 @ \$281,289/each \$ 979
- 15 • 0.58% of four (4) Deputy Sheriff IIs – Traffic
- 16 @ \$245,706/each \$ 5,700
- 17 • 0.58% of two (2) Investigative Assistants – Traffic
- 18 @ \$115,074/each \$ 1,335
- 19 • 0.58% of one (1) Office Specialist – Traffic
- 20 @ \$92,928/each \$ 539
- 21 • 0.99% of thirty one hundredths of one (0.30) Sergeant – Auto Theft
- 22 @ \$280,513/each \$ 833
- 23 • 0.99% of two (2) Investigators – Auto Theft
- 24 @ \$251,035/each \$ 4,970
- 25 • 0.99% of one (1) Investigative Assistant – Auto Theft
- 26 @ \$119,265/each \$ 1,181
- 27 • 0.99% of one (1) Office Specialist – Auto Theft
- 28 @ \$91,980/each \$ 911

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<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Other Charges:</b>	
• Annual Leave paydowns and apportionment of cost of leave balances paid at end of employment	\$ 4,171
• Premium pay for bilingual staff	\$ 4,010
• Contract Administration	\$ 3,985
• Direct services and supplies, including crossing guard services contract	\$ 10,970
• E-citation	\$ 693
• Enhanced helicopter response services	\$ 4,064
• Holiday pay: comp and straight time	\$ 16,027
• Integrated Law & Justice Agency of Orange County	\$ 525
• Mobile Data Computer (MDC) recurring costs	\$ 4,078
• On-call pay	\$ 1,152
• Overtime	\$ 99,278
• Patrol training cost allocation	\$ 35,777
• Patrol Video System (PVS) recurring costs	\$ 2,819
• Retirement rate discount expenses (interest and cost of issuance)	\$ 1,901
• Transportation costs including vehicle fuel, mileage interest for replacement vehicles and maintenance	\$ 44,872
<b><u>Credits:</u></b>	
• False alarm fees	\$ (850)
• Local assistance funding	\$ (6,010)
• Reimbursement for training and miscellaneous programs	\$ (4,487)
• Retirement rate discount FY 2015-16	\$ (11,938)
<b>TOTAL COST OF SERVICES</b>	<b><u>\$ 1,285,493</u></b>

1 F-3. Unless the level of service described in Section C is increased or  
2 decreased, the Maximum Obligation of CITY for services described in  
3 Section C of this Agreement for the period July 1, 2015 through June 30,  
4 2016 is \$1,285,493.”

- 5 4. For the period July 1, 2015 through June 30, 2016, PAYMENT, Subsections F-4a,  
6 F-4b and F-5 of the Agreement are amended to read as follows:

7 “F-4a. At the time this Agreement is executed, there are unresolved issues  
8 pertaining to potential changes in salaries and benefits for COUNTY  
9 employees. The costs of such potential changes are not included in the  
10 Fiscal Year 2015-16 costs set forth in Subsection F-2 nor in the Fiscal Year  
11 2015-16 Maximum Obligation of CITY set forth in Subsection F-3 of this  
12 Agreement. If the changes result in the COUNTY incurring or becoming  
13 obligated to pay for increased costs for or on account of personnel whose  
14 costs are included in the calculations of costs charged to CITY hereunder,  
15 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in  
16 Subsection F-3 of this Agreement, the full costs of said increases to the  
17 extent such increases are attributable to work performed by such personnel  
18 during the period July 1, 2015 through June 30, 2016, and CITY’s Maximum  
19 Obligation hereunder shall be deemed to have increased accordingly. CITY  
20 shall pay COUNTY in full for such increases on a pro-rata basis over the  
21 portion of the period between July 1, 2015 and June 30, 2016 remaining  
22 after COUNTY notifies CITY that increases are payable. If the changes  
23 result in the COUNTY incurring or becoming obligated to pay for decreased  
24 costs for or on account of personnel whose costs are included in the  
25 calculations of costs charged to CITY hereunder, COUNTY shall reduce the  
26 amount owed by the CITY to the extent such decreases are attributable to  
27 work performed by such personnel during the period July 1, 2015 through  
28 June 30, 2016, and CITY’s Maximum Obligation hereunder shall be deemed

1 to have decreased accordingly. COUNTY shall reduce required payment by  
2 CITY in full for such decreases on a pro-rata basis over the portion of the  
3 period between July 1, 2015 and June 30, 2016 remaining after COUNTY  
4 notifies CITY that the Maximum Obligation has decreased.

5 F-4b. If CITY is required to pay for increases as set forth in Subsection F-4a  
6 above, COUNTY, at the request of CITY, will thereafter reduce the level of  
7 service to be provided to CITY pursuant to Subsection C-2 of this  
8 Agreement to a level that will make the Maximum Obligation of CITY  
9 hereunder for the period July 1, 2015 through June 30, 2016 an amount  
10 specified by CITY that is equivalent to or higher or lower than the Maximum  
11 Obligation set forth in Subsection F-3 for said period at the time this  
12 Agreement originally was executed. The purpose of such adjustment of  
13 service levels will be to give CITY the option of keeping its Maximum  
14 Obligation hereunder at the pre-increase level or at any other higher or  
15 lower level specified by CITY. In the event of such reduction in level of  
16 service and adjustment of costs, the parties shall execute an amendment to  
17 this Agreement so providing. Decisions about how to reduce the level of  
18 service provided to CITY shall be made by SHERIFF with the approval of  
19 CITY.

20 F-5. COUNTY shall invoice CITY monthly. During the period July 1, 2015  
21 through June 30, 2016, said invoices will require payment by CITY of one-  
22 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-3  
23 of this Amendment, as said Maximum Obligation may have been increased  
24 or decreased. In addition, if a determination is made that increases  
25 described in Subsection F-4 must be paid, COUNTY thereafter shall include  
26 the pro-rata charges for such increases in its monthly invoices to CITY for  
27 the balance of the period between July 1, 2015 and June 30, 2016.”  
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1 5. For the period July 1, 2015 through June 30, 2016, TRAFFIC VIOLATOR  
2 APPREHENSION PROGRAM, Subsection L-3 of the Agreement is amended to  
3 read as follows:

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

- 6 • Ten one hundredths of one (0.10) Sergeant  
7 (8 hours per two-week pay period)
- 8 • One (1) Staff Specialist  
9 (80 hours per two-week pay period)
- 10 • One (1) Office Specialist  
11 (80 hours per two-week pay period)."

12 6. For the period July 1, 2015 through June 30, 2016, MOBILE DATA COMPUTERS,  
13 Subsection M-3 of the Agreement is amended to read as follows:

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

20 The costs to be paid by CITY for recurring costs, including maintenance and  
21 replacement/upgrade of MDCs, are included in the costs set forth in  
22 Subsection F-2 and the Maximum Obligation of CITY set forth in Subsection  
23 F-3 of this Agreement unless CITY has already paid such costs. CITY shall  
24 not be charged additional amounts for maintenance or replacement/upgrade  
25 of said MDCs during the period July 1, 2015 through June 30, 2016."

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1 7. For the period July 1, 2015 through June 30, 2016, E-CITATION UNITS Section N  
2 of the Agreement is added to read as follows:

3 **"N. E-CITATION UNITS:**

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

14 The costs to be paid by CITY for recurring costs, including maintenance and  
15 replacement/upgrade of E-Citation units, are included in the costs set forth  
16 in Subsection F-2 and the Maximum Obligation of CITY set forth in  
17 Subsection F-3 of this Agreement unless CITY has already paid such costs.  
18 CITY shall not be charged additional amounts for maintenance or  
19 replacement/upgrade of said E-Citation units during the period July 1, 2015  
20 through June 30, 2016.

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

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

2 related to additional E-Citation units are not included in, and are in addition  
3 to, the costs set forth in Subsection F-2 and the Maximum Obligation of  
4 CITY set forth in Subsection F-3 of this Agreement.

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

10 8. All other provisions of the Agreement, to the extent that they are not in conflict  
11 with this SECOND AMENDMENT TO AGREEMENT, remain unchanged.

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