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SECOND AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE

THIS SECOND AMENDMENT TO AGREEMENT is entered into this Seventh day of May 2020, which date is enumerated for purposes of reference only, by and between the CITY OF STANTON, 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, 2020, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, 2020 through June 30, 2021, REGULAR SERVICES BY COUNTY, Subsection C-4, of the Agreement is amended to read as follows:

"C-4. The level of service, to be provided by COUNTY for the period July 1, 2020 through June 30, 2021, is set forth in Attachment A and incorporated herein by this reference."

2. For the period July 1, 2020 through June 30, 2021, 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

1 Attachment B and the Maximum Obligation of CITY set forth in Subsection
2 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
3 not be charged additional amounts for maintenance or
4 replacement/upgrade of said PVS during the period July 1, 2020 through
5 June 30, 2021.”

6 3. For the period July 1, 2020 through June 30, 2021, PAYMENT, Subsections F-2
7 and F-4 of the Agreement are amended to read as follows:

8 “F-2. Unless the level of service set forth in Attachment A is decreased or
9 increased in accordance with Subsection C-9, the Maximum Obligation of
10 CITY for services set forth in Attachment A to be provided by the COUNTY
11 for the period July 1, 2020 through June 30, 2021 shall be \$11,553,829.

12 The overtime costs included in the Agreement are only an estimate.
13 SHERIFF shall notify CITY of actual overtime worked during each fiscal
14 year. If actual overtime worked is above and below budgeted amounts,
15 billings will be adjusted accordingly at the end of the fiscal year. Actual
16 overtime costs may exceed CITY’s Maximum Obligation.

17 F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2020
18 through June 30, 2021, said invoices will require payment by CITY of one-
19 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-
20 2 of this Agreement, as said Maximum Obligation may have been
21 increased or decreased in accordance with Subsection C-10. If a
22 determination is made that increases described in Subsection F-8 must be
23 paid, COUNTY thereafter shall include the pro-rata charges for such
24 increases in its monthly invoices to CITY for the balance of the period
25 between July 1, 2020 and June 30, 2021.”

26 4. For the period July 1, 2020 through June 30, 2021, PAYMENT, Subsection F-8a of
27 the Agreement is amended to read as follows:

28 “F-8a. At the time this Agreement is executed, there may be unresolved issues

1 pertaining to potential changes in salaries and benefits for COUNTY
2 employees. The cost of such potential changes are not included in the
3 Fiscal Year 2020-21, costs set forth in Attachment B nor in the Fiscal Year
4 2020-21, Maximum Obligation of CITY set forth in Subsection F-2 of this
5 Agreement. If the changes result in the COUNTY incurring or becoming
6 obligated to pay for increased costs for or on account of personnel whose
7 costs are included in the calculations of costs charged to CITY hereunder,
8 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
9 Subsection F-2 of this Agreement, the full costs of said increases to the
10 extent such increases are attributable to work performed by such
11 personnel after July 1, 2020, and CITY's Maximum Obligation hereunder
12 shall be deemed to have increased accordingly. CITY shall pay COUNTY
13 in full for such increases on a pro-rata basis over the portion of the period
14 between July 1, 2020 and June 30, 2021 remaining after COUNTY notifies
15 CITY that increases are payable. If the changes result in the COUNTY
16 incurring or becoming obligated to pay for decreased costs for or on
17 account of personnel whose costs are included in the calculations of costs
18 charged to CITY hereunder, COUNTY shall reduce the amount owed by
19 the CITY to the extent such decreases are attributable to work performed
20 by such personnel during the period July 1, 2020 through June 30, 2021,
21 and CITY's Maximum Obligation hereunder shall be deemed to have
22 decreased accordingly. COUNTY shall reduce required payment by CITY
23 in full for such decreases on a pro-rata basis over the portion of the period
24 between July 1, 2020 and June 30, 2021 remaining after COUNTY notifies
25 CITY that the Maximum Obligation has decreased.

26 5. For the period July 1, 2020 through June 30, 2021, MOBILE DATA COMPUTERS,
27 Subsection O-3 of the Agreement is amended to read as follows:
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1 "O-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
2 installation of MDCs that are or will be mounted in patrol vehicles and
3 motorcycles assigned to CITY, and b) recurring costs, as deemed
4 necessary by COUNTY, including the costs of maintenance and
5 contributions to a fund for replacement and upgrade of such MDCs when
6 they become functionally or technologically obsolete.

7 The costs to be paid by CITY for recurring costs, including maintenance
8 and replacement/upgrade of MDCs, are included in the costs set forth in
9 Attachment B and the Maximum Obligation of CITY set forth in Subsection
10 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
11 not be charged additional amounts for maintenance or replacement/
12 upgrade of said MDCs during the period July 1, 2020 through June 30,
13 2021."

14 6. For the period July 1, 2020 through June 30, 2021, E-CITATION UNITS,
15 Subsection P-3 of the Agreement is amended to read as follows:

16 "P-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
20 units when they become functionally or technologically obsolete.

21 The costs to be paid by CITY for recurring costs, including maintenance
22 and replacement/upgrade of E-Citation units, are included in the costs set
23 forth 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
25 costs. CITY shall not be charged additional amounts for maintenance or
26 replacement/upgrade of said E-Citation units during the period July 1, 2020
27 through June 30, 2021."

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1 7. Effective July 1, 2020, Attachment D (Forfeited and Seized Asset Policy) is
2 amended to reflect current asset forfeiture guidelines. Attachment D, as
3 amended and attached hereto, is incorporated in the Agreement by this
4 reference.

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

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

DATED: _____

CITY OF STANTON

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairwoman 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:

BY: _____
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: 5/8/20

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF STANTON
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	1.00	80 hrs./ per two wk. pay period
COMMUNITY SUPPORT			
Community Services Officer		1.00	80 hrs./ per two wk. pay period
CLERICAL SERVICES:			
Office Specialist	Office support	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Office Trainee/Cadets			(2 x 1,039 hours each)
TOTAL		35.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.47%
Deputy Sheriff II	Traffic	4.00	6.47%
Investigative Assistant	Traffic	2.00	6.47%
Office Specialist	Traffic	1.00	6.47%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	14.30%
Investigator	Auto Theft	2.00	14.30%
Investigative Assistant	Auto Theft	1.00	14.30%
Office Specialist	Auto Theft	1.00	14.30%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.57%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2020-21 LAW ENFORCEMENT CONTRACT
CITY OF STANTON**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 401,912	\$ 401,912
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 323,410	\$ 323,410
Sergeant	Patrol	4.00	\$ 335,061	\$ 1,340,244
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 287,412	\$ 574,824
Investigative Assistant		2.00	\$ 129,570	\$ 259,139
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 274,467	\$ 6,038,274
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 279,548	\$ 279,548
COMMUNITY SUPPORT				
Community Services Officer		1.00	\$ 122,795	\$ 122,795
CLERICAL SERVICES:				
Office Specialist	Office support	1.00	\$ 98,492	\$ 98,492
ADDITIONAL SERVICES:				
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 45,711
TOTAL POSITIONS		35.00		\$ 9,484,349

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.47%	\$ 16,903
Deputy Sheriff II	Traffic	4.00	6.47%	\$ 88,085
Investigative Assistant	Traffic	2.00	6.47%	\$ 18,027
Office Specialist	Traffic	1.00	6.47%	\$ 7,154
AUTO THEFT:				
Sergeant	Auto Theft	0.30	14.30%	\$ 18,671
Investigator	Auto Theft	2.00	14.30%	\$ 96,868
Investigative Assistant	Auto Theft	1.00	14.30%	\$ 19,920
Office Specialist	Auto Theft	1.00	14.30%	\$ 15,593
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	3.57%	\$ 12,486
TOTAL REGIONAL/SHARED		12.90		\$ 293,707

OTHER CHARGES AND CREDITS (Subsection F-2):**OTHER CHARGES:**

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff, education incentive pay and on-call; contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for six (6) units; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-three (23) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for sixteen (16) units; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment), deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2020-21.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,775,773
TOTAL COST OF SERVICES (Subsection F-2)	\$ 11,553,829

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.