

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE**

THIS SIXTH AMENDMENT TO AGREEMENT is entered into this First day of June 2022, 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, 2022, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, 2022 through June 30, 2023, 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, 2022 through June 30, 2023, is set forth in Attachment A and incorporated herein by this reference."

2. Effective July 1, 2022, SECTION E of the Agreement is amended to read as follows:

"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.

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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 C 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, 2022 through June 30, 2023.
4. If, following the initial acquisition of BWC and ICV referenced above, CITY requires BWC or ICV for additional SHERIFF's personnel or vehicles 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 costs of acquisition and installation of additional 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 C 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."

3. For the period July 1, 2022 through June 30, 2023, PAYMENT, Subsections F-2, F-4, and F-8a of the Agreement are amended to read as follows:

“F-2. Unless the level of service set forth in Attachment A is decreased or increased in accordance with Subsection C-9, the Maximum Obligation of CITY for services set forth in Attachment A to be provided by the COUNTY for the period July 1, 2022 through June 30, 2023 shall be \$13,257,770.

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

F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2022 through June 30, 2023, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement, as said Maximum Obligation may have been increased or decreased in accordance with Subsection C-10. If a determination is made that increases described in Subsection F-8 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2022 and June 30, 2023.

F-8a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The cost of such potential changes are not included in the Fiscal Year 2022-23 costs set forth in Attachment B nor in the Fiscal Year 2022-23 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder,

CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection F-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2022, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2022 through June 30, 2023, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased."

4. For the period July 1, 2022 through June 30, 2023, MOBILE DATA COMPUTERS, Subsection O-3 of the Agreement is amended to read as follows:

"O-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, 2022 through June 30, 2023.”

- 5. For the period July 1, 2022 through June 30, 2023, E-CITATION UNITS, Subsection P-3 of the Agreement is amended to read as follows:

“P-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, 2022 through June 30, 2023.”

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

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IN WITNESS WHEREOF, the parties have executed the **SIXTH 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: _____

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:

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: 5/26/22

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF STANTON
"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		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	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period
Office Trainee/Cadets			(2 x 1,039 hours each)
TOTAL		37.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	10.23%
Deputy Sheriff II	Traffic	4.00	10.23%
Investigative Assistant	Traffic	2.00	10.23%
Office Specialist	Traffic	1.00	10.23%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	18.31%
Investigator	Auto Theft	2.00	18.31%
Investigative Assistant	Auto Theft	1.00	18.31%
Office Specialist	Auto Theft	1.00	18.31%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	4.08%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 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:				
Captain		1.00	\$ 435,472	\$ 435,472
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 345,917	\$ 345,917
Sergeant	Patrol	4.00	\$ 362,975	\$ 1,451,900
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 308,083	\$ 616,166
Investigative Assistant		2.00	\$ 144,539	\$ 289,077
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 300,240	\$ 6,605,280
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 305,241	\$ 305,241
COMMUNITY SUPPORT				
Community Services Officer		1.00	\$ 138,336	\$ 138,336
CLERICAL SERVICES:				
Office Specialist	Office support	2.00	\$ 106,230	\$ 212,460
ADDITIONAL SERVICES:				
Crime Prevention Specialist		1.00	\$ 118,329	\$ 118,329
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 49,260
TOTAL POSITIONS		37.00		\$ 10,567,438

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	10.23%	\$ 30,264
Deputy Sheriff II	Traffic	4.00	10.23%	\$ 155,712
Investigative Assistant	Traffic	2.00	10.23%	\$ 31,917
Office Specialist	Traffic	1.00	10.23%	\$ 12,423
AUTO THEFT:				
Sergeant	Auto Theft	0.30	18.31%	\$ 27,012
Investigator	Auto Theft	2.00	18.31%	\$ 126,831
Investigative Assistant	Auto Theft	1.00	18.31%	\$ 28,643
Office Specialist	Auto Theft	1.00	18.31%	\$ 21,440
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	4.08%	\$ 15,969
TOTAL REGIONAL/SHARED		12.90		\$ 450,211

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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for one (1) unit; 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; premium pay for bilingual staff, education incentive pay and on-call; 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; retirement rate discount for FY 2022-23; and restitution credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,240,121
TOTAL COST OF SERVICES (Subsection F-2)	\$ 13,257,770

OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF STANTON
Effective July 1, 2022

The purpose of this OPERATIONS AGREEMENT is to define, in greater detail, the areas of responsibility between the CITY OF STANTON, hereinafter referred to as "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as "SHERIFF".

A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY:

1. Public Access to Stanton Police Services Building

The Stanton Police Services Building will be open to the public depending on staffing availability. The hours of operation will be determined by the Captain in charge of Police Services in consultation with the CITY Manager.

2. Personnel Authorized to Use the Facility

SHERIFF will utilize the Stanton Police Services Building for SHERIFF employees whose services are contracted to CITY. SHERIFF and CITY agree that effective January 25, 2013, SHERIFF personnel who are regularly deployed to deliver services to various unincorporated areas, generally located in West Orange County, may operate in and out of the Police Building as a regular duty station.

3. Booking Prisoners at the Police Building

Prisoners will not be booked or housed at the Stanton Police Services Building, with the exception of SHERIFF Community Work Program participants.

A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY: (Continued)

4. Fingerprinting Services

Citizen fingerprinting services will be performed at SHERIFF's facility in Santa Ana.

B. PERSONNEL AND DEPLOYMENT:

1. All Deputy Sheriff, Investigator, Sergeant and Management Services positions, shall be full-time, paid positions.
2. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return Captain to CITY as soon as possible once the emergency situation is under control. During the Captain's absence, SHERIFF will designate an acting Police Services Chief.
3. Except as otherwise indicated in the Agreement, personnel assigned to Patrol, Management, Supervision, General Investigation, Clerical and Additional Services shall be assigned to full-time positions (80 hours per two-week pay period) in CITY. As used herein, the term "full-time position" contemplates that the employees assigned to CITY will not report to their CITY assignments, but that CITY will pay the full costs for said employees as set forth herein, during the following:
 - a. COUNTY-paid holidays.
 - b. Sick leave to the extent that it does not exceed the greater of (1) 12 days per year, per position, or (2) the amount of leave accrued by an employee assigned to CITY during the time he or she has been assigned to CITY.

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B. PERSONNEL AND DEPLOYMENT: (Continued)

- c. Vacation leave to the extent it does not exceed an amount permitted by COUNTY to be accumulated by an employee at any one time.
 - d. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by SHERIFF.
 - e. Bereavement leave as authorized by COUNTY.
 - f. Jury duty leave as authorized by COUNTY.
 - g. Participation in specialized SHERIFF services that are available throughout the County, including in CITY, without charge, in accordance with COUNTY Resolution No. 89-1160.
 - h. Responses to mutual aid and natural or man-made disasters or emergencies.
4. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within SHERIFF's Department shall be considered vacant. The COUNTY will provide a credit to the CITY for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.
 5. In the event an employee assigned to the CITY participates in specialized SHERIFF services as described in Subsection 3-g above, and the SHERIFF determines that overtime coverage of the employee's absence at CITY is required, the additional cost of such overtime will not be charged to the CITY.
 6. In the event the COUNTY receives reimbursement for services as described in Subsection 3-h above that are provided by COUNTY personnel assigned to CITY, the COUNTY will credit the reimbursement to the CITY, unless the

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B. PERSONNEL AND DEPLOYMENT: (Continued)

work usually performed by COUNTY personnel for Stanton is otherwise performed by COUNTY during the period when COUNTY personnel assigned to Stanton are providing services described in Subsection 3-h above.

C. TELEPHONE USED BY CITIZENS:

A telephone shall be maintained outside the Stanton Police Station building. The telephone is to be used by citizens requesting services. When the receiver is lifted, the telephone will ring at SHERIFF'S Emergency Communications Bureau or other location designated by SHERIFF. SHERIFF is responsible for payment and maintenance of the telephone line and equipment located outside the Stanton Police Station building.

D. TRAFFIC AND PARKING IN THE AREA OF THE POLICE BUILDING:

1. CITY shall maintain a traffic signal at Cedar Street and Katella Avenue.
2. CITY shall install and maintain physical barriers that do not permit westbound wrong way traffic movement on Stanton Park Road at the south end of Cedar Street and on Stanton Park Road where it opens onto Beach Boulevard.
3. CITY shall establish a 30-minute parking zone on the east side of Cedar Street in front of the Police Building.
4. CITY shall enforce municipal parking ordinances on Cedar Street in front of the Police Building and in the Stanton Civic Center parking structure on Cedar Street.

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

DATED: _____

CITY OF STANTON

BY: _____

CITY MANAGER

DATED: _____

COUNTY OF ORANGE

BY: _____

SHERIFF-CORONER

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

BY: *Mark A. [Signature]*

Deputy

DATED: 5/26/22