

~~FOURTH~~FIFTH AMENDMENT TO AGREEMENT**BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE**

THIS ~~FIFTH~~FOURTH AMENDMENT TO AGREEMENT is entered into this First day of ~~May~~September 2021, 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 October 5, 2021, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. ~~Effective For the period July 1, 2021 October 5, 2021 through June 30, 2022, Attachments A and B are amended to add one (1) Crime Prevention Specialist position, and one (1) Office Specialist Position and Attachment B is amended to add one (1) Mobile Data Computer (MDC) REGULAR SERVICES BY COUNTY, Subsection C-4, of the Agreement is amended to read as follows: Attachments A and B, as amended and attached hereto, are incorporated in the Agreement by this reference.~~

~~"C-4. The level of service, to be provided by COUNTY for the period July 1, 2021 through June 30, 2022, is set forth in Attachment A and incorporated herein by this reference."~~

2. ~~Effective July 1, 2021, REGULAR SERVICES BY COUNTY, Subsection C-8 of the Agreement is amended to read as follows:~~

~~"C-8. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of the CITY Police Services."~~

1 ~~If SHERIFF determines that the Captain is needed elsewhere, SHERIFF~~
2 ~~will notify CITY's Manager within four (4) hours. SHERIFF will return~~
3 ~~Captain to CITY as soon as possible once the emergency situation is under~~
4 ~~control. During the Captain's absence, SHERIFF will designate an acting~~
5 ~~Police Services Chief."~~

6 ~~3. For the period July 1, 2021 through June 30, 2022, PATROL VIDEO~~
7 ~~SYSTEMS, Subsection E-3, of the Agreement is amended to read as~~
8 ~~follows:~~

9 ~~"E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the~~
10 ~~acquisition and installation of Patrol Video Systems that are or will be~~
11 ~~mounted in patrol vehicles assigned to CITY, and b) recurring costs, as~~
12 ~~deemed necessary by COUNTY, including the costs of maintenance and~~
13 ~~contributions to a fund for replacement and upgrade of such PVS when~~
14 ~~they become functionally or technologically obsolete.~~

15 ~~The costs to be paid by CITY for recurring costs, including maintenance~~
16 ~~and replacement/upgrade of PVS, are included in the costs set forth in~~
17 ~~Attachment B and the Maximum Obligation of CITY set forth in Subsection~~
18 ~~F-2 of this Agreement unless CITY has already paid such costs. CITY shall~~
19 ~~not be charged additional amounts for maintenance or~~
20 ~~replacement/upgrade of said PVS during the period July 1, 2021 through~~
21 ~~June 30, 2022."~~

22 24. Effective For the period July 1~~October 5~~, 2021 ~~through June 30, 2022~~, PAYMENT,
23 Subsections ~~s_ F-2, F-4, and F-8a~~ of the Agreement ~~is~~ are amended to read as
24 follows:

25 "F-2. Unless the level of service set forth in Attachment A is decreased or
26 increased in accordance with Subsection C-9, the Maximum Obligation of
27 CITY for services set forth in Attachment A to be provided by the COUNTY
28

1 ~~for the period July 1, 2021 through June 30, 2022~~ shall be
2 ~~\$12,329,325~~~~12,157,665~~.

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,
6 billings will be adjusted accordingly at the end of the fiscal year. Actual
7 overtime costs may exceed CITY's Maximum Obligation.

8 ~~F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2021~~
9 ~~through June 30, 2022, said invoices will require payment by CITY of one-~~
10 ~~twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection~~
11 ~~F-2 of this Agreement, as said Maximum Obligation may have been~~
12 ~~increased or decreased in accordance with Subsection C-10. If a~~
13 ~~determination is made that increases described in Subsection F-8 must be~~
14 ~~paid, COUNTY thereafter shall include the pro-rata charges for such~~
15 ~~increases in its monthly invoices to CITY for the balance of the period~~
16 ~~between July 1, 2021 and June 30, 2022.~~

17 ~~F-8a. At the time this Agreement is executed, there may be unresolved issues~~
18 ~~pertaining to potential changes in salaries and benefits for COUNTY~~
19 ~~employees. The cost of such potential changes are not included in the~~
20 ~~Fiscal Year 2021-22, costs set forth in Attachment B nor in the Fiscal Year~~
21 ~~2021-22, Maximum Obligation of CITY set forth in Subsection F-2 of this~~
22 ~~Agreement. If the changes result in the COUNTY incurring or becoming~~
23 ~~obligated to pay for increased costs for or on account of personnel whose~~
24 ~~costs are included in the calculations of costs charged to CITY hereunder,~~
25 ~~CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in~~
26 ~~Subsection F-2 of this Agreement, the full costs of said increases to the~~
27 ~~extent such increases are attributable to work performed by such personnel~~
28 ~~after July 1, 2021, and CITY's Maximum Obligation hereunder shall be~~

1 ~~deemed to have increased accordingly. CITY shall pay COUNTY in full for~~
2 ~~such increases on a pro-rata basis over the portion of the period between~~
3 ~~July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that~~
4 ~~increases are payable. If the changes result in the COUNTY incurring or~~
5 ~~becoming obligated to pay for decreased costs for or on account of~~
6 ~~personnel whose costs are included in the calculations of costs charged to~~
7 ~~CITY hereunder, COUNTY shall reduce the amount owed by the CITY to~~
8 ~~the extent such decreases are attributable to work performed by such~~
9 ~~personnel during the period July 1, 2021 through June 30, 2022, and~~
10 ~~CITY's Maximum Obligation hereunder shall be deemed to have decreased~~
11 ~~accordingly. COUNTY shall reduce required payment by CITY in full for~~
12 ~~such decreases on a pro-rata basis over the portion of the period between~~
13 ~~July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that~~
14 ~~the Maximum Obligation has decreased."~~

15 ~~5. Effective July 1, 2021, TRAFFIC VIOLATOR APPREHENSION PROGRAM,~~
16 ~~Subsection N-1 of the Agreement is amended to read as follows:~~

17 ~~"N-1. COUNTY has established a Traffic Violator Apprehension Program ["the~~
18 ~~Program"], which is operated by SHERIFF, and is designed to reduce vehicle~~
19 ~~accidents caused by unlicensed drivers and drivers whose licenses are~~
20 ~~suspended and to educate the public about the requirements of the Vehicle~~
21 ~~Code and related safety issues with regard to driver licensing, vehicle~~
22 ~~registration, vehicle operation, and vehicle parking. The Program operates~~
23 ~~throughout the unincorporated areas of the COUNTY and in the cities that~~
24 ~~contract with COUNTY for SHERIFF's law enforcement services, without~~
25 ~~regard to jurisdictional boundaries, because an area-wide approach to~~
26 ~~reduction of traffic accidents and driver education is most effective in~~
27 ~~preventing traffic accidents. In order for CITY to participate in the Program,~~
28 ~~CITY has adopted fees pursuant to Vehicle Code section 22850.5, in the~~

1 same amount as approved by COUNTY, as set forth in the TVAP resolution
2 that is attached to the Agreement as Attachment F and incorporated into the
3 Agreement by reference, and has directed that the revenue from such fee be
4 used for the Program. CITY's participation in the Program may be terminated
5 at any time by rescission or amendment of the TVAP resolution that is
6 attached to the Agreement as Attachment F. In the event CITY 1) amends
7 said TVAP resolution, or rescinds said TVAP resolution and adopts a new
8 TVAP resolution pertaining to the above-referenced fees and the Program,
9 and 2) remains a participant in the Program thereafter, CITY's Manager, on
10 behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to
11 execute an amendment of the Agreement to substitute CITY's amended or
12 new TVAP resolution for Attachment F to the Agreement, as long as said
13 amendment to the Agreement does not materially change any other provision
14 of the Agreement. As COUNTY updates its fees for the Program
15 periodically, COUNTY will provide written notice to CITY of the updated fees.
16 CITY's participation in the Program will terminate if CITY determines not to
17 adopt the updated fees for the Program."

18 6. For the period July 1, 2021 through June 30, 2022, MOBILE DATA COMPUTERS,
19 Subsection O-3 of the Agreement is amended to read as follows:

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

26 —The costs to be paid by CITY for recurring costs, including maintenance
27 and replacement/upgrade of MDCs, are included in the costs set forth in
28 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, 2021 through June 30, 2022."~~

~~7. For the period July 1, 2021 through June 30, 2022, 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, 2021 through June 30, 2022."~~

~~38.~~ All other provisions of the Agreement, to the extent that they are not in conflict with this ~~F~~I~~FOUR~~FOURTH AMENDMENT TO AGREEMENT, remain unchanged.

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**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF STANTON - FIFTH AMENDMENT
"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
Crime Prevention Specialist	eff. 10/5/21	1.00	80 hrs./ per two wk. pay period
CLERICAL SERVICES:			
Office Specialist	Office support	1.00	80 hrs./ per two wk. pay period
Office Specialist	eff. 10/5/21	1.00	80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
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	7.10%
Deputy Sheriff II	Traffic	4.00	7.10%
Investigative Assistant	Traffic	2.00	7.10%
Office Specialist	Traffic	1.00	7.10%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	15.78%
Investigator	Auto Theft	2.00	15.78%
Investigative Assistant	Auto Theft	1.00	15.78%
Office Specialist	Auto Theft	1.00	15.78%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	4.00%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 LAW ENFORCEMENT CONTRACT
CITY OF STANTON - FIFTH AMENDMENT**

**"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	\$ 421,953	\$ 421,953
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 339,858	\$ 339,858
Sergeant	Patrol	4.00	\$ 351,233	\$ 1,404,932
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 302,518	\$ 605,036
Investigative Assistant		2.00	\$ 139,189	\$ 278,377
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 289,058	\$ 6,359,276
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 294,207	\$ 294,207
COMMUNITY SUPPORT				
Community Services Officer		1.00	\$ 125,711	\$ 125,711
Crime Prevention Specialist	eff. 10/5/21	1.00	\$ 83,757	\$ 83,757
CLERICAL SERVICES:				
Office Specialist	Office support	1.00	\$ 101,464	\$ 101,464
Office Specialist	eff. 10/5/21	1.00	\$ 75,029	\$ 75,029
ADDITIONAL SERVICES:				
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 47,009
TOTAL POSITIONS		37.00		\$ 10,136,609

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	7.10%	\$ 21,080
Deputy Sheriff II	Traffic	4.00	7.10%	\$ 102,863
Investigative Assistant	Traffic	2.00	7.10%	\$ 21,423
Office Specialist	Traffic	1.00	7.10%	\$ 8,132
AUTO THEFT:				
Sergeant	Auto Theft	0.30	15.78%	\$ 23,406
Investigator	Auto Theft	2.00	15.78%	\$ 108,666
Investigative Assistant	Auto Theft	1.00	15.78%	\$ 23,598
Office Specialist	Auto Theft	1.00	15.78%	\$ 17,895
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	4.00%	\$ 15,490
TOTAL REGIONAL/SHARED		12.90		\$ 342,553

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; 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) acquisition cost for one (1) unit and recurring cost for twenty-four (24) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for sixteen (16) units; 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 2021-22; and restitution credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,850,163
TOTAL COST OF SERVICES (Subsection F-2)	\$ 12,329,325