

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

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

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

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. For the period July 1, 2021 through June 30, 2022, 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 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 PVS during the period July 1, 2021 through June 30, 2022.”

4. For the period July 1, 2021 through June 30, 2022, 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, 2021 through June 30, 2022 shall be \$12,157,665.

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, 2021 through June 30, 2022, 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, 2021 and June 30, 2022.

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 2021-22, costs set forth in Attachment B nor in the Fiscal Year 2021-22, 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, 2021, 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, 2021 and June 30, 2022 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, 2021 through June 30, 2022, 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, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased."

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

"N-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 fees pursuant to Vehicle Code section 22850.5, in the same amount as approved by COUNTY, as set forth in the TVAP resolution that is attached to the Agreement as Attachment F and incorporated into the Agreement by reference, 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 to the Agreement as Attachment F. 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 fees and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on

behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of the Agreement to substitute CITY's amended or new TVAP resolution for Attachment F to the Agreement, as long as said amendment to the Agreement does not materially change any other provision of the 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."

6. For the period July 1, 2021 through June 30, 2022, 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, 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.”

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

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**ORANGE COUNTY SHERIFF-CORONER
FY 2021-22 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	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	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
"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
CLERICAL SERVICES:				
Office Specialist	Office support	1.00	\$ 101,464	\$ 101,464
ADDITIONAL SERVICES:				
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 47,009
TOTAL POSITIONS		35.00		\$ 9,977,823

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) recurring cost for twenty-three (23) 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	\$ 1,837,289
TOTAL COST OF SERVICES (Subsection F-2)	\$ 12,157,665

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.

OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF STANTON
Effective July 1, 2021

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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ATTACHMENT F

RESOLUTION NO. 2021-08**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE ORANGE COUNTY SHERIFF'S DEPARTMENT TO COLLECT ITS UPDATED FEE FOR THE TRAFFIC VIOLATOR APPREHENSION PROGRAM IN THE CITY OF STANTON**

WHEREAS, the Orange County Sheriff-Coroner Department ("the Sheriff") has instituted a 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 parking; and

WHEREAS, the Sheriff operates the Traffic Violator Apprehension Program in the unincorporated areas of Orange County and in cities (such as the City of Stanton) that contract for the Sheriff's law enforcement services; and

WHEREAS, operating the Traffic Violator Apprehension Program on an area-wide basis without regard to jurisdictional boundaries between the County and contract cities serves the public purpose of the City because drivers routinely cross jurisdictional boundaries, making an area-wide approach to reduction of traffic accidents and driver education most effective in preventing traffic accidents in all participating jurisdictions; and

WHEREAS, on March 28, 2000, the Orange County Board of Supervisors adopted Resolution No. 00-96, which established fees for the Traffic Violator Apprehension Program that are applicable in unincorporated areas of the County. The fees established by County Resolution No. 00-96 address the Sheriff's administrative costs relating to the removal, impound, storage, or release of properly impounded vehicles; and

WHEREAS, on October 10, 2000, the Stanton City Council adopted Resolution No. 2000-57, which authorized the Sheriff to collect fees in the City in connection with the Traffic Violator Apprehension Program in amounts identical to the County's fees as set forth in County Resolution No. 00-96; and

WHEREAS, the Board of Supervisors has established an interest-earning, budgeted special revenue fund, called the "Traffic Violator Fund" and designated as Fund 13B, to be controlled by the Sheriff; and

WHEREAS, the Board of Supervisors has directed that proceeds from the Traffic Violator Apprehension Program fees be deposited into the Traffic Violator Fund; and

WHEREAS, the Board of Supervisors has directed that funds from the Traffic Violator Fund must be used to reimburse the Sheriff for the administrative costs associated with the removal, storage, impound, and release of vehicles in accordance with the California Vehicle Code ("Vehicle Code"); and

WHEREAS, the Sheriff impounds vehicles removed from highways, public property, and private property in the unincorporated areas of the County and in contract cities pursuant to the following authority under the Vehicle Code:

Vehicle Code Section and Impound Ground

14602.6	Suspended, revoked or unlicensed driver/30-day hold
22651 (a)	Unattended vehicle on bridge
22651 (d)	Vehicle blocking driveway
22651 (e)	Vehicle blocking fire hydrant
22651 (f)	Vehicle blocking freeway
22651 (h) (1)	Driver arrested
22651 (h) (2)	Order of suspension or revocation pursuant to section 13388
22651 (i) (1)	Multiple parking citations
22651 (j)	Lack of vehicle registration
22651 (k)	Parking over seventy-two hours
22651 (l)	Parking in a construction zone
22651 (m)	Violation of special events restriction
22651 (n)	No parking zone
22651 (o) (1)	Vehicle registration is incorrect, falsified or expired by more than six months
22651 (p)	Driver unlicensed or license suspended
22651 (r)	Vehicle blocking another vehicle
22651 (t)	Notice to appear/illegal amber lights
22651 (u)	Acting as a car dealer without a license or temporary permit
22651 (v)	Illegally letting stand a mobile billboard advertisement
22651 (w)	Second or subsequent violation of an ordinance
22655.3	Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)

- 22655.5 (a) Vehicle was used as the means of committing a public offense
- 22655.5 (b) Vehicle is evidence of crime
- 22669 Abandoned vehicle

WHEREAS, Vehicle Code section 22850.5 authorizes the City 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, approximately 20 years have passed since the Board of Supervisors first established the Traffic Violator Apprehension Program fees in County Resolution No. 00-96; and

WHEREAS, a cost study prepared in 2020 by the Sheriff demonstrated a need to update the County's Traffic Violator Apprehension Program fees. The Sheriff's cost study determined that the Sheriff's administrative costs relating to the removal, impound, storage, or release of vehicles properly impounded under the Vehicle Code is \$144.00 per removal; and

WHEREAS, on November 17, 2020, the Board of Supervisors adopted an updated Traffic Violator Apprehension Program fee of \$144.00 per removal; and

WHEREAS, consistent with the City's authority under Vehicle Code section 22850.5, the Sheriff has requested that the City update its Traffic Violator Apprehension fees to match the County's new fee of \$144.00 per removal; and

WHEREAS, the City Council desires to update the Traffic Violator Apprehension Program fee to match the County and further desires for the Sheriff to continue to collect the fee on behalf of the City. Continuing with such a practice will ensure that persons whose vehicles are impounded, rather than the public as a whole, will bear the administrative costs of such impounds; and

WHEREAS, Vehicle Code section 22850.5 imposed the following restrictions on the imposition of this administrative fee:

- a) The fee may only be imposed on the registered owner or the agents of that owner and may 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; and
- b) Any charges shall be collected by the local or state authority only from the registered owner or an agent of the registered owner; and
- c) The charges shall be in addition to any other charges authorized or imposed pursuant to this code; and

- d) The fee does not include any administrative costs associated with conducting a hearing or appeal relating to the removal, impound, storage, or release of a vehicle; and

WHEREAS, in addition to the limitations set forth above, it is also unfair to impose the administrative fee authorized by Vehicle Code section 22850.5 in the following circumstances: 1) when the vehicle was left because it became inoperable while being drive, if the owner makes good faith attempts promptly to remove the vehicle from location where it is not permitted, 2) when the vehicle was stolen, 3) when the vehicle was left by an ill or injured driver, and 4) when it is demonstrated to the satisfaction of the Sheriff or his/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle; and

WHEREAS, a notice of public hearing with respect to the proposed new Traffic Violator Apprehension Program fee provided herein was given according to law; and

WHEREAS, a public hearing pertaining to the new Traffic Violator Apprehension Program fee was held on March 23, 2021.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. The City Council finds that in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, the adoption of this Resolution is exempt from CEQA pursuant to Public Resources Code section 21080 (b)(8) and Sections 15061(b)(3) and 15273(a)(1) of Title 14 of the California Code of Regulations because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here, this Resolution does not undertake any project that has the potential for causing a significant effect on the environment as the Resolution simply authorizes the Orange County Sheriff's Department to collect its updated operating cost-recovery fee for the removal, impoundment, and storage of vehicles for specified Vehicle Code violations.

SECTION 3. That on March 23, 2021, the administrative fee indicated below shall become effective for the removal, impound, storage, or release of vehicles properly impounded after removal from locations in the City in accordance with or on account of provisions of the Vehicle Code listed below:

A fee of \$144.00 for each removal of a vehicle in accordance with or on account of violation of Vehicle Code sections:

- 14602.6 Suspended, revoked or unlicensed driver/30-day hold
- 22651 (a) Unattended vehicle on bridge
- 22651 (d) Vehicle blocking driveway
- 22651 (e) Vehicle blocking fire hydrant
- 22651 (f) Vehicle blocking freeway
- 22651 (h) (1) Driver arrested
- 22651 (h) (2) Order of suspension or revocation pursuant to section 13388
- 22651 (i) (1) Multiple parking citations
- 22651 (j) Lack of vehicle registration
- 22651 (k) Parking over seventy-two hours
- 22651 (l) Parking in a construction zone
- 22651 (m) Violation of special events restriction
- 22651 (n) No parking zone
- 22651 (o) (1) Vehicle registration is incorrect, falsified or expired by more than six months
- 22651 (p) Driver unlicensed or license suspended
- 22651 (r) Vehicle blocking another vehicle
- 22651 (t) Notice to appear/illegal amber lights
- 22651 (u) Acting as a car dealer without a license or temporary permit
- 22651 (v) Illegally letting stand a mobile billboard advertisement
- 22651 (w) Second or subsequent violation of an ordinance
- 22655.3 Removal for investigation (fleeing in violation of section 2800.1 or 2800.2)
- 22655.5 (a) Vehicle was used as the means of committing a public offense

22655.5 (b) Vehicle is evidence of crime

22669 Abandoned vehicle

SECTION 4. The Sheriff is authorized to collect the fee established herein, on behalf of the City, at the time of release of vehicles that are subject to the fee.

SECTION 5. The fee established herein shall only be imposed on the registered owner or the agent of the owner of the impounded vehicle, 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.

SECTION 6. The fee established herein shall be collected only from the registered owner or an agent of the registered owner and that said fee is in addition to any other charges authorized or imposed pursuant to the Vehicle Code.

SECTION 7. The fee established herein complies with Vehicle Code section 22850.5 (b)(4) as the cost study conducted by the Sheriff that supports the \$144.00 per removal fee did not include administrative costs for conducting a hearing or appeal related to the removal, impound, storage, or release of a vehicle.

SECTION 8. The Sheriff shall not impose the fee established herein in any of the following circumstances: (a) when the vehicle was left because it became inoperable while being driven, if the owner made good faith attempts promptly to remove the vehicle from a location where it was 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/her designee that neither the registered owner of the vehicle nor his/her agent, if any, was at fault in creating the circumstances leading to the impounding of the vehicle.

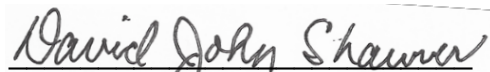
SECTION 9. A registered owner or an agent of a registered owner who believes he/she/they are exempt from the fee established herein under any of the criteria listed in Section 8 above may apply in writing for a waiver of the fee and shall present such supporting information or documentation, as the Sheriff may request, to the City's Administrative Sergeant. Upon the presentation of a written application for waiver of said fee, together with such supporting documentation as may be requested by the Sheriff, the Administrative Sergeant or his/her designee shall determine promptly whether the applicant meets the criteria for a waiver of the fee and if so, shall waive the fee.

SECTION 10. Until further order of the City Council, the Sheriff is directed to deposit the proceeds of the fee established herein into Traffic Violator Fund in the County Treasury. Proceeds from the Traffic Violator Fund shall be used in conformance with the County's restrictions for the same as well as in conformance with any applicable provisions set forth in the City's agreement with the County for the Sheriff's law enforcement services.

SECTION 11. Until further order of the City Council, the 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 remains at the end of a fiscal year, as long as such fee proceeds will be used for the purposes provided herein.

SECTION 12. This Resolution supersedes Resolution No. 2000-57.

PASSED, APPROVED, AND ADOPTED this 23rd day of March, 2021.


DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:


HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:


I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-08 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on March 23, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: Ramirez, Shawver, Taylor, Van, Warren

NOES: None

ABSENT: None

ABSTAIN: None


PATRICIA A. VAZQUEZ, CITY CLERK

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

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> <p>CITY POLICE SERVICES CHIEF</p>	MANAGER – TVA PROGRAM

OCSD
BUDGET
USE ONLY

ATTACHMENT G