

~~THIRD~~ FOURTH AMENDMENT TO AGREEMENT

**BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE**

THIS ~~FOURTH~~ THIRD AMENDMENT TO AGREEMENT is entered into this ~~Twenty-sixth~~ First day of ~~May~~ August 2021~~10~~, 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 ~~September~~ July 1, 2021~~10~~, 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."

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

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

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

16 4. For the period July 1, 2021 through June 30, 2022, PAYMENT, Subsections F-2,
17 F-4, and F-8a of the Agreement are amended to read as follows:

18 "F-2. Unless the level of service set forth in Attachment A is decreased or
19 increased in accordance with Subsection C-9, the Maximum Obligation of
20 CITY for services set forth in Attachment A to be provided by the COUNTY
21 for the period July 1, 2021 through June 30, 2022 shall be \$12,157,665.

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

27 F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2021
28 through June 30, 2022, said invoices will require payment by CITY of one-

1 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2
2 of this Agreement, as said Maximum Obligation may have been increased
3 or decreased in accordance with Subsection C-10. If a determination is
4 made that increases described in Subsection F-8 must be paid, COUNTY
5 thereafter shall include the pro-rata charges for such increases in its
6 monthly invoices to CITY for the balance of the period between July 1, 2021
7 and June 30, 2022.

8 F-8a. At the time this Agreement is executed, there may be unresolved issues
9 pertaining to potential changes in salaries and benefits for COUNTY
10 employees. The cost of such potential changes are not included in the
11 Fiscal Year 2021-22, costs set forth in Attachment B nor in the Fiscal Year
12 2021-22, Maximum Obligation of CITY set forth in Subsection F-2 of this
13 Agreement. If the changes result in the COUNTY incurring or becoming
14 obligated to pay for increased costs for or on account of personnel whose
15 costs are included in the calculations of costs charged to CITY hereunder,
16 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
17 Subsection F-2 of this Agreement, the full costs of said increases to the
18 extent such increases are attributable to work performed by such personnel
19 after July 1, 2021, and CITY's Maximum Obligation hereunder shall be
20 deemed to have increased accordingly. CITY shall pay COUNTY in full for
21 such increases on a pro-rata basis over the portion of the period between
22 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that
23 increases are payable. If the changes result in the COUNTY incurring or
24 becoming obligated to pay for decreased costs for or on account of
25 personnel whose costs are included in the calculations of costs charged to
26 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
27 the extent such decreases are attributable to work performed by such
28 personnel during the period July 1, 2021 through June 30, 2022, and

1 CITY's Maximum Obligation hereunder shall be deemed to have decreased
2 accordingly. COUNTY shall reduce required payment by CITY in full for
3 such decreases on a pro-rata basis over the portion of the period between
4 July 1, 2021 and June 30, 2022 remaining after COUNTY notifies CITY that
5 the Maximum Obligation has decreased."

6 ~~2. Effective September 1, 2020, Section L, OWNERSHIP OF POLICE BUILDING of~~
7 ~~the Agreement is amended to read as follows:~~

8 ~~"CITY will retain title to the land and building used for the Stanton Sheriff Station.~~
9 ~~CITY agrees to license the premises to COUNTY for no further consideration,~~
10 ~~during the period of this Agreement. Said license has been memorialized in a~~
11 ~~separate document entitled "License Agreement" and dated September 1, 2020."~~

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

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

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

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

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

24 The costs to be paid by CITY for recurring costs, including maintenance
25 and replacement/upgrade of MDCs, are included in the costs set forth in
26 Attachment B and the Maximum Obligation of CITY set forth in Subsection
27 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
28 not be charged additional amounts for maintenance or replacement/

1 upgrade of said MDCs during the period July 1, 2021 through June 30,
2 2022."

3 7. For the period July 1, 2021 through June 30, 2022, E-CITATION UNITS,

4 Subsection P-3 of the Agreement is amended to read as follows:

5 "P-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
6 E-Citation units that are assigned to CITY, and b) recurring costs, as
7 deemed necessary by COUNTY, including the costs of maintenance and
8 contributions to a fund for replacement and upgrade of such E-Citation units
9 when they become functionally or technologically obsolete.

10 The costs to be paid by CITY for recurring costs, including maintenance
11 and replacement/upgrade of E-Citation units, are included in the costs set
12 forth in Attachment B and the Maximum Obligation of CITY set forth in
13 Subsection F-2 of this Agreement unless CITY has already paid such costs.
14 CITY shall not be charged additional amounts for maintenance or
15 replacement/upgrade of said E-Citation units during the period July 1, 2021
16 through June 30, 2022."

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

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Attest:

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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: _____

DRAFT