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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 2017, 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, 2017, that certain Agreement between the parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

1. For the period July 1, 2017 through June 30, 2018, 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, 2017 through June 30, 2018, is set forth in Attachment F and incorporated herein by this reference."

2. For the period July 1, 2017 through June 30, 2018, 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 G and the Maximum Obligation of CITY set forth in

1 Subsection F-2 of this Agreement unless CITY has already paid such costs.
2 CITY shall not be charged additional amounts for maintenance or
3 replacement/upgrade of said PVS during the period July 1, 2017 through
4 June 30, 2018.”

5 3. For the period of July 1, 2017 through June 30, 2018, PAYMENT, Subsection F-2
6 of the Agreement is amended to read as follows:

7 “F-2. Unless the level of service as set forth in Attachment F is decreased or
8 increased in accordance with Subsections C-9 or C-11, the Maximum
9 Obligation of CITY for services, other than licensing services, set forth in
10 Attachment F of this Amendment, to be provided by the COUNTY for the
11 period July 1, 2017 through June 30, 2018, shall be \$10,235,106 as set forth
12 in Attachment G.

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

18 4. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsection F-5 of
19 the Agreement is amended to read as follows:

20 “F-5. COUNTY shall invoice CITY monthly. During the period July 1, 2017
21 through June 30, 2018, said invoices will require payment by CITY of
22 one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection
23 F-2 of this Agreement, as said Maximum Obligation may have been
24 increased or decreased in accordance with Subsections C-9 or C-11. If a
25 determination is made that increases described in Subsection F-10 must be
26 paid, COUNTY thereafter shall include the pro-rata charges for such
27 increases in its monthly invoices to CITY for the balance of the period
28 between July 1, 2017 and June 30, 2018.”

1 5. For the period July 1, 2017 through June 30, 2018, PAYMENT, Subsections F-10a
2 and 10b of the Agreement are amended to read as follows:

3 "F-10a. At the time this Agreement is executed, there are unresolved issues
4 pertaining to potential changes in salaries and benefits for COUNTY
5 employees. The costs of such potential changes are not included in the
6 Fiscal Year 2017-18 costs set forth in Attachment G nor in the Fiscal
7 Year 2017-18 Maximum Obligation of CITY set forth in Subsection F-2 of
8 this Agreement. If the changes result in the COUNTY incurring or
9 becoming obligated to pay for increased costs for or on account of
10 personnel whose costs are included in the calculations of costs charged
11 to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
12 Obligation set forth in Subsection F-2 of this Agreement, the full costs of
13 said increases to the extent such increases are attributable to work
14 performed by such personnel after July 1, 2017, and CITY's Maximum
15 Obligation hereunder shall be deemed to have increased accordingly.
16 CITY shall pay COUNTY in full for such increases on a pro-rata basis
17 over the portion of the period between July 1, 2017 and June 30, 2018
18 remaining after COUNTY notifies CITY that increases are payable. If the
19 changes result in the COUNTY incurring or becoming obligated to pay
20 for decreased costs for or on account of personnel whose costs are
21 included in the calculations of costs charged to CITY hereunder,
22 COUNTY shall reduce the amount owed by the CITY to the extent such
23 decreases are attributable to work performed by such personnel during
24 the period July 1, 2017 through June 30, 2018, and CITY's Maximum
25 Obligation hereunder shall be deemed to have decreased accordingly.
26 COUNTY shall reduce required payment by CITY in full for such
27 decreases on a pro-rata basis over the portion of the period between
28 July 1, 2017 and June 30, 2018 remaining after COUNTY notifies CITY

1 that the Maximum Obligation has decreased.

2 F-10b. If CITY is required to pay for increases as set forth in Subsection F-10a
3 above, COUNTY, at the request of CITY, will thereafter reduce the level
4 of service to be provided to CITY in Attachment F of this Agreement to a
5 level that will make the Maximum Obligation of CITY hereunder an
6 amount specified by CITY that is equivalent to or higher or lower than the
7 Maximum Obligation set forth in Subsection F-2 for said period at the
8 time this Agreement originally was executed. The purpose of such
9 adjustment of service levels will be to give CITY the option of keeping its
10 Maximum Obligation hereunder at the pre-increase level or at any other
11 higher or lower level specified by CITY. In the event of such reduction in
12 level of service and adjustment of costs, the parties shall execute an
13 amendment to this Agreement so providing. Decisions about how to
14 reduce the level of service provided to CITY shall be made by SHERIFF
15 with the approval of CITY.”

16 6. For the period July 1, 2017 through June 30, 2018, TRAFFIC VIOLATOR
17 APPREHENSION PROGRAM, Subsection N-3 of the Agreement is amended to
18 read as follows:

19 “N-3. Fee revenue generated by COUNTY and participating cities will be used to
20 fund the following positions, which will be assigned to the Program:

- 21 • Ten one hundredths of one (0.10) Sergeant
22 (8 hours per two-week pay period)
- 23 • One (1) Staff Specialist
24 (80 hours per two-week pay period)
- 25 • One (1) Office Specialist
26 (80 hours per two-week pay period).”

27 7. For the period July 1, 2017 through June 30, 2018, MOBILE DATA COMPUTERS,
28 Subsection O-3 of the Agreement is amended to read as follows:

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

7 The costs to be paid by CITY for recurring costs, including maintenance and
8 replacement/upgrade of MDCs, are included in the costs set forth in
9 Attachment G and the Maximum Obligation of CITY set forth in Subsection
10 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
11 not be charged additional amounts for maintenance or replacement/upgrade
12 of said MDCs during the period July 1, 2017 through June 30, 2018."

13 8. For the period July 1, 2017 through June 30, 2018, E-CITATION UNITS Subsection
14 P-3of the Agreement is amended to read as follows:

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

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of E-Citation units, are included in the costs set forth
22 in Attachment G and the Maximum Obligation of CITY set forth in
23 Subsection F-2 of this Agreement unless CITY has already paid such costs.
24 CITY shall not be charged additional amounts for maintenance or
25 replacement/upgrade of said E-Citation units during the period July 1, 2017
26 through June 30, 2018."

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

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

3 4. Fingerprinting Services

4 Citizen fingerprinting services will be performed at SHERIFF’s facility in
 5 Santa Ana.

6 **B. PERSONNEL AND DEPLOYMENT:**

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

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- 1 **B. PERSONNEL AND DEPLOYMENT:** (Continued)
- 2 c. Vacation leave to the extent it does not exceed an amount permitted by
- 3 COUNTY to be accumulated by an employee at any one time.
- 4 d. Training leave as mandated by the California Commission on Peace
- 5 Officers Standards and Training (P.O.S.T.) or as mandated by
- 6 SHERIFF.
- 7 e. Bereavement leave as authorized by COUNTY.
- 8 f. Jury duty leave as authorized by COUNTY.
- 9 g. Participation in specialized SHERIFF services that are available
- 10 throughout the County, including in CITY, without charge, in accordance
- 11 with COUNTY Resolution No. 89-1160.
- 12 h. Responses to mutual aid and natural or man-made disasters or
- 13 emergencies.
- 14 4. A position unfilled for any period as a result of Workers' Compensation
- 15 leave or reassignment to another function within SHERIFF's Department
- 16 shall be considered vacant. The COUNTY will provide a credit to the CITY
- 17 for the hours a position is vacant. The credit may be in the form of a
- 18 reduction on a monthly billing tendered in accordance with Subsection F-5
- 19 of the Agreement as soon as administratively possible or in the form of a
- 20 reduction to chargeable overtime hours.
- 21 5. In the event an employee assigned to the CITY participates in specialized
- 22 SHERIFF services as described in Subsection 3-g above, and the SHERIFF
- 23 determines that overtime coverage of the employee's absence at CITY is
- 24 required, the additional cost of such overtime will not be charged to the
- 25 CITY.
- 26 6. In the event the COUNTY receives reimbursement for services as described
- 27 in Subsection 3-h above that are provided by COUNTY personnel assigned
- 28 to CITY, the COUNTY will credit the reimbursement to the CITY, unless the

1 **B. PERSONNEL AND DEPLOYMENT:** (Continued)

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

6 **C. TELEPHONE USED BY CITIZENS:**

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

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

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

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**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF STANTON**

**"REGULAR SERVICES BY COUNTY"
(Subsection C-4)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.00	
SUPERVISION:			
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	21.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	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:			
Utility Driver		1.00	80 hrs./ per two wk. pay period
TOTAL		35.00	

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

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	6.67%
Deputy Sheriff II	Traffic	4.00	6.67%
Investigative Assistant	Traffic	2.00	6.67%
Office Specialist	Traffic	1.00	6.67%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	14.82%
Investigator	Auto Theft	2.00	14.82%
Investigative Assistant	Auto Theft	1.00	14.82%
Office Specialist	Auto Theft	1.00	14.82%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	3.45%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2017-18 LAW ENFORCEMENT CONTRACT
CITY OF STANTON**

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

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

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Lieutenant		1.00	\$ 358,950	\$ 358,950
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 289,686	\$ 289,686
Sergeant	Patrol	4.00	\$ 300,369	\$ 1,201,476
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 256,008	\$ 512,016
Investigative Assistant		2.00	\$ 116,928	\$ 233,855
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	21.00	\$ 245,528	\$ 5,156,088
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 250,870	\$ 250,870
CLERICAL SERVICES:				
Office Specialist	Office support	2.00	\$ 89,264	\$ 178,528
ADDITIONAL SERVICES:				
Utility Driver		1.00	\$ 84,070	\$ 84,070
TOTAL POSITIONS		35.00		\$ 8,265,539

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.67%	\$ 14,151
Deputy Sheriff II	Traffic	4.00	6.67%	\$ 68,604
Investigative Assistant	Traffic	2.00	6.67%	\$ 16,719
Office Specialist	Traffic	1.00	6.67%	\$ 6,646
AUTO THEFT:				
Sergeant	Auto Theft	0.30	14.82%	\$ 15,725
Investigator	Auto Theft	2.00	14.82%	\$ 86,819
Investigative Assistant	Auto Theft	1.00	14.82%	\$ 18,707
Office Specialist	Auto Theft	1.00	14.82%	\$ 15,114
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	3.45%	\$ 11,485
TOTAL REGIONAL/SHARED		12.90		\$ 253,970

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

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

CREDITS:

Credits include: Deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2017-18.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,715,597
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TOTAL COST OF SERVICES (Subsection F-2)	\$ 10,235,106
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