

~~SECOND~~THIRD AMENDMENT TO AGREEMENT**BETWEEN THE****CITY OF STANTON****AND THE****COUNTY OF ORANGE**

THIS ~~THIRD~~SECOND AMENDMENT TO AGREEMENT is entered into this First day of May 201~~16~~65, 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, 201~~16~~65, that certain Agreement between the parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

1. ~~For the period~~Effective July 1, 201~~16~~65 ~~through June 30, 2016~~, REGULAR SERVICES BY COUNTY, Subsections ~~C-4, C-5, and C-11~~ of the Agreement ~~are~~is amended to read as follows:

"C-4. The level of service ~~, other than for licensing,~~ to be provided by COUNTY for the period July 1, 201~~16~~65 through June 30, 201~~16~~76, is set forth in Attachment F and incorporated herein by this reference. ~~shall be as follows:~~

~~Management Services:~~

- ~~• One (1) Lieutenant (CITY Police Services Chief)~~

~~Supervision Services:~~

- ~~• Four (4) Sergeants - Patrol~~
~~(each 80 hours per two-week pay period)~~
- ~~• One (1) Sergeant - Investigation~~
~~(80 hours per two-week pay period)~~

~~Patrol Services:~~

- ~~• Twenty-one (21) Deputy Sheriff IIs - Patrol~~

1 ~~(each 80 hours per two-week pay period)~~

2 ~~• One (1) Deputy Sheriff II - Motorcycle~~

3 ~~(80 hours per two-week pay period)~~

4 ~~Deployment to be determined by SHERIFF in cooperation with CITY~~
 5 ~~Manager.~~

6 ~~**General Investigation Services:**~~

7 ~~• Two (2) Investigators~~

8 ~~(each 80 hours per two-week pay period)~~

9 ~~• Two (2) Investigative Assistants~~

10 ~~(each 80 hours per two-week pay period)~~

11 ~~**Clerical Services:**~~

12 ~~• Two (2) Office Specialists~~

13 ~~(each 80 hours per two-week pay period)~~

14 ~~**Additional Services:**~~

15 ~~• One (1) Utility Driver (shared with COUNTY)~~

16 ~~(80 hours per two-week pay period)~~

17 ~~**Regional / Shared Staff:**~~

18 ~~• 6.20 percent of sixty one hundredths of one (0.60) Sergeant — Traffic~~

19 ~~• 6.20 percent of four (4) Deputy Sheriff IIs — Traffic~~

20 ~~• 6.20 percent of two (2) Investigative Assistants — Traffic~~

21 ~~• 6.20 percent of one (1) Office Specialist — Traffic~~

22 ~~• 21.61 percent of thirty one hundredths of one (0.30) Sergeant —~~
 23 ~~Auto Theft~~

24 ~~• 21.61 percent of two (2) Investigators — Auto Theft~~

25 ~~• 21.61 percent of one (1) Investigative Assistant — Auto Theft~~

26 ~~• 21.61 percent of one (1) Office Specialist — Auto Theft~~

27 ~~• 3.13 percent of one half of one (0.50) Motorcycle Sergeant.”~~

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1 C-5. For any service listed in Attachment F of this Agreement that is provided to
2 CITY at less than 100% of a full-time SHERIFF position, COUNTY retains
3 the option to terminate such service in the event other city or cities that
4 contract for the balance of the time of the employee providing the service no
5 longer pays for such service and CITY does not request the Agreement be
6 amended to pay 100% of the cost of the employee providing such service.
7 The Maximum Obligation of CITY set forth in Subsection F-2 will be adjusted
8 accordingly.

9 C-11 With the limitations set forth below, SHERIFF, on behalf of COUNTY, and
10 CITY Manager, on behalf of CITY, are authorized to execute written
11 amendments to this Agreement to increase or decrease the level of service
12 set forth in Attachment F, when SHERIFF and CITY Manager mutually agree
13 that such increase or decrease in the level of service is appropriate. Any
14 such amendment to the Agreement shall concomitantly increase or decrease
15 the cost of services payable by CITY set forth in Attachment G and
16 incorporated herein by this reference and the Maximum Obligation of CITY
17 set forth in Subsection F-2, in accordance with the current year's COUNTY
18 law enforcement cost study. SHERIFF and CITY Manager shall file copies of
19 any such amendments to this Agreement with the Clerk of COUNTY's Board
20 of Supervisors and CITY's. Amendments to this Agreement executed by
21 SHERIFF and CITY Manager may not, in the aggregate, increase or
22 decrease the cost of services payable by CITY by more than one percent
23 (1%) of the total cost originally set forth in Attachment G and the Maximum
24 Obligation originally set forth in Subsection F-2.

25 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
26 required before execution of any amendment that brings the aggregate total
27 of changes in costs payable by CITY to more than one percent (1%) of the
28

1 total cost originally set forth in Attachment G and the Maximum Obligation
2 originally set forth in Subsection F-2 of the Agreement.”

3 2. Effective July 1, 2016, ENHANCED AND SUPPLEMENTAL SERVICES BY
4 COUNTY, Section D of the Agreement is amended to read as follows:

5 **“D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

6 D-1. Enhanced services for events on CITY property. At the request of CITY,
7 through its City Manager, SHERIFF may provide enhanced law enforcement
8 services for functions, such as community events, conducted on property
9 that is owned, leased or operated by CITY. SHERIFF shall determine
10 personnel and equipment needed for such enhanced services. To the
11 extent the services provided at such events are at a level greater than that
12 specified in Attachment F of this Agreement, CITY shall reimburse COUNTY
13 for such additional services, at an amount computed by SHERIFF, based on
14 the current year's COUNTY law enforcement cost study. The cost of these
15 enhanced services shall be in addition to the Maximum Obligation of CITY
16 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
17 immediately after each such event.

18 D-2. Supplemental services for occasional events operated by private individuals
19 and entities on non-CITY property. At the request of CITY, through its City
20 Manager, and within the limitations set forth in this Subsection D-2,
21 SHERIFF may provide supplemental law enforcement services to preserve
22 the peace at special events or occurrences that occur on an occasional
23 basis and are operated by private individuals or private entities on non-CITY
24 property. SHERIFF shall determine personnel and equipment needed for
25 such supplemental services, and will provide such supplemental services
26 only if SHERIFF is able to do so without reducing the normal and regular
27 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
28 this Agreement. Such supplemental services shall be provided only by

1 regularly appointed full-time peace officers, at rates of pay governed by a
2 Memorandum of Understanding between COUNTY and the bargaining
3 unit(s) representing the peace officers providing the services. Such
4 supplemental services shall include only law enforcement duties and shall
5 not include services authorized to be provided by a private patrol operator,
6 as defined in Section 7582.1 of the Business and Professions Code. Law
7 enforcement support functions, including, but not limited to, clerical functions
8 and forensic science services, may be performed by non-peace officer
9 personnel if the services do not involve patrol or keeping the peace and are
10 incidental to the provision of law enforcement services. CITY shall reimburse
11 COUNTY its full, actual costs of providing such supplemental services at an
12 amount computed by SHERIFF, based on the current year's COUNTY law
13 enforcement cost study. The cost of these supplemental services shall be in
14 addition to the Maximum Obligation of CITY set forth in Subsection F-2 of
15 this Agreement. SHERIFF shall bill CITY immediately after each such event.

16 D-3. Supplemental services for events operated by public entities on non-CITY
17 property. At the request of CITY, through its City Manager, and within the
18 limitations set forth in this Subsection D-3, SHERIFF may provide
19 supplemental law enforcement services to preserve the peace at special
20 events or occurrences that occur on an occasional basis and are operated
21 by public entities on non-CITY property. SHERIFF shall determine personnel
22 and equipment needed for such supplemental services, and will provide
23 such supplemental services only if SHERIFF is able to do so without
24 reducing services that SHERIFF otherwise would provide to CITY pursuant
25 to this Agreement, CITY shall reimburse COUNTY its full, actual costs of
26 providing such supplemental services at an amount computed by SHERIFF,
27 based on the current year's COUNTY law enforcement cost study. The cost
28 of these supplemental services shall be in addition to the Maximum

1 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF
2 shall bill CITY immediately after each such event.

3 D-4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
4 the services of the Sheriff at events, for which CITY issues permits, that are
5 operated by private individuals or entities or public entities. SHERIFF shall
6 determine personnel and equipment needed for said events. If said events
7 are in addition to the level of services listed in Attachment F of this
8 Agreement, CITY shall reimburse COUNTY for such additional services at
9 an amount computed by SHERIFF, based upon the current year's COUNTY
10 law enforcement cost study. The cost of these services shall be in addition to
11 the Maximum Obligation of CITY set forth in Subsection F-2 of this
12 Agreement. SHERIFF shall bill CITY immediately after said services are
13 rendered.

14 D-5. In accordance with Government Code 51350, COUNTY has adopted Board
15 Resolution 89-1160 which identifies Countywide services, including but not
16 limited to helicopter response. SHERIFF through this contract provides
17 enhanced helicopter response services. The cost of enhanced helicopter
18 response services is included in the cost of services set forth in Attachment
19 G and in the Maximum Obligation of CITY set forth in Subsection F-2.
20 COUNTY shall not charge any additional amounts for enhanced helicopter
21 services after the cost of services set forth in Attachment G and in the
22 Maximum Obligation set forth in Subsection F-2 has been established in any
23 fiscal year without written notification to the CITY."

24 32. For the period July 1, 20165 through June 30, 20176, PATROL VIDEO SYSTEMS,
25 Subsections E-3, E-4 and E-5 of the Agreement are amended to read as follows:
26 "E-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and
27 installation of Patrol Video Systems that are or will be mounted in patrol
28 vehicles assigned to CITY, and b) recurring costs, as deemed necessary by

1 COUNTY, including the costs of maintenance and contributions to a fund for
2 replacement and upgrade of such PVS when they become functionally or
3 technologically obsolete.

4 The costs to be paid by CITY for recurring costs, including maintenance and
5 replacement/upgrade of PVS, are included in the costs set forth in
6 ~~Subsection F-2~~ Attachment G and the Maximum Obligation of CITY set forth
7 in Subsection F-~~23~~ of this Agreement unless CITY has already paid such
8 costs. CITY shall not be charged additional amounts for maintenance or
9 replacement/upgrade of said PVS during the period July 1, 201~~65~~
10 June 30, 201~~67~~.”

11 E-4. If, following the initial acquisition of PVS referenced above, CITY requires
12 PVS for additional patrol cars designated for use in the CITY service area,
13 COUNTY will purchase said additional PVS. Upon demand by COUNTY,
14 CITY will pay to COUNTY a) the full costs of acquisition and installation of
15 said additional PVS, and b) the full recurring costs for said PVS, as deemed
16 necessary by COUNTY, including the costs of maintenance, and
17 contributions to a fund for replacement and upgrade of such PVS when they
18 become functionally or technologically obsolete. Said costs related to
19 additional PVS are not included in, and are in addition to, the costs set forth
20 in Attachment G and the Maximum Obligation of CITY set forth in
21 Subsection F-2 of this Agreement.

22 E-5. COUNTY will replace and/or upgrade PVS as needed. The costs of
23 replacing/upgrading PVS shall be paid by COUNTY from the
24 replacement/upgrade funds to be paid by CITY in accordance with the
25 foregoing. CITY shall not be charged any additional charge to replace or
26 upgrade PVS after the cost of services set forth in Attachment G and the
27 Maximum Obligation set forth in F-2 has been established in any fiscal year
28 without written notification to the CITY.”

43. For the period of July 1, 201~~65~~⁶ through June 30, 201~~76~~⁶, PAYMENT, Subsections F-2 ~~and F-3~~ of the Agreement ~~is~~^{are} amended to read as follows:

"F-2. Unless the level of service ~~described in Subsection C-4~~^{as set forth in Attachment F} is decreased or increased in accordance with Subsections C-9 or C-11,[;] ~~the The Maximum Obligation of CITY for services, cost of services described in Subsection C-4 of this Agreement,~~ other than licensing services, ~~set forth in Attachment F of this Amendment,~~ to be provided by the COUNTY for the period July 1, 201~~65~~⁶ through June 30, 201~~76~~⁶, shall be ~~\$9,698,429 as set forth in Attachment G.~~^{as follows:}

<u>SERVICE</u>	<u>COST OF SERVICE</u>
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~~Management Services:~~

- ~~One (1) Lieutenant (CITY Police Services Chief)~~

~~@ \$310,330/each~~ ~~\$ 310,330~~

~~Supervision Services:~~

- ~~Four (4) Sergeants - Patrol~~

~~@ \$268,932/each~~ ~~\$ 1,075,728~~

- ~~One (1) Sergeant - Investigation~~

~~@ \$258,167/each~~ ~~\$ 258,167~~

<u>SERVICE</u>	<u>COST OF SERVICE</u>
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~~Patrol Services:~~

- ~~Twenty-one (21) Deputy Sheriff IIs~~

~~@ \$221,759/each~~ ~~\$ 4,656,939~~

- ~~One (1) Deputy Sheriff II - Motorcycle~~

~~@ \$226,947/each~~ ~~\$ 226,947~~

~~General Investigation Services:~~

- ~~Two (2) Investigators~~

~~@ \$230,484/each~~ ~~\$ 460,968~~

- ~~Two (2) Investigative Assistants~~

1	@ \$107,283/each	\$ 214,566
2	Clerical Services:	
3	• Two (2) Office Specialists	
4	@ \$83,929/each	\$ 167,858
5	Additional Services:	
6	• One (1) Utility Driver (shared with COUNTY)	
7	@ \$77,603/each	\$ 77,603
8	Regional / Shared Staff:	
9	• 6.20% of sixty one hundredths of one (0.60) Sergeant - Traffic	
10	@ \$281,289/each	\$ 10,464
11	• 6.20% of four (4) Deputy Sheriff IIs - Traffic	
12	@ \$245,706/each	\$ 60,935
13	• 6.20% of two (2) Investigative Assistants - Traffic	
14	@ \$115,074/each	\$ 14,269
15	• 6.20% of one (1) Office Specialist - Traffic	
16	@ \$92,928/each	\$ 5,762
17	• 21.61% of thirty one hundredths of one (0.30)	
18	Sergeant - Auto Theft	
19	@ \$280,513/each	\$ 18,186
20	• 21.61% of two (2) Investigators - Auto Theft	
21	@ \$251,035/each	\$ 108,497
22	• 21.61% of one (1) Investigative Assistant - Auto Theft	
23	@ \$119,265/each	\$ 25,773
24	• 21.61% of one (1) Office Specialist - Auto Theft	
25	@ \$91,980/each	\$ 19,877
26	• 3.13% of one half of one (0.50) Motorcycle Sergeant	
27	@ \$308,496/each	\$ 4,828
28	Other Charges and Credits:	\$ 1,312,886

1 ~~**Charges:** Annual leave paydowns and apportionment of cost of leave~~
2 ~~balances paid at end of employment; premium pay for bilingual staff;~~
3 ~~contract administration; data line charges; direct services and supplies;~~
4 ~~E-citation; enhanced helicopter response services; holiday pay; comp~~
5 ~~and straight time; Integrated Law & Justice Agency of Orange County;~~
6 ~~mobile data computer (MDC) acquisition and recurring costs; overtime~~
7 ~~and overtime rate adjustment; on call pay; patrol training cost~~
8 ~~allocation; patrol video system (PVS) acquisition and recurring costs;~~
9 ~~retirement rate discount expenses (interest and cost of issuance);~~
10 ~~training; transportation costs including vehicle fuel, mileage interest for~~
11 ~~replacement vehicles and maintenance; acquisition cost of one (1)~~
12 ~~Utility Vehicle Class A; and acquisition cost of shotgun.~~

13 ~~**Credits:** Local assistance funding; False Alarm fees; reimbursement for~~
14 ~~training and miscellaneous programs; retirement rate discount~~
15 ~~FY 2015-16; and savings related to unincorporated deployment from~~
16 ~~Stanton Sheriff Station, including shared utility driver.~~

17 ~~**TOTAL COST OF SERVICES** **\$ 9,030,583**~~

18 ~~F-3. Unless the level of service described in Subsection C-4 is decreased or~~
19 ~~increased in accordance with Subsections C-9 or C-11, the Maximum~~
20 ~~Obligation of CITY for services described in Section C of this Agreement, for~~
21 ~~the period July 1, 2015 through June 30, 2016, is \$9,030,583.~~

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 or 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 ~~5. Effective July 1, 2016 PAYMENT, Subsection F-3 of this Agreement is deleted.~~

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1 64. For the period July 1, 20165 through June 30, 20176, PAYMENT, Subsection F-5
2 of the Agreement is amended to read as follows:

3 “F-5. COUNTY shall invoice CITY monthly. During the period July 1, 20165
4 through June 30, 20176, said invoices will require payment by CITY of one-
5 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-
6 23 of this Agreement, as said Maximum Obligation may have been
7 increased or decreased in accordance with Subsections C-9 or C-11. If a
8 determination is made that increases described in Subsection F-10 must be
9 paid, COUNTY thereafter shall include the pro-rata charges for such
10 increases in its monthly invoices to CITY for the balance of the period
11 between July 1, 20165 and June 30, 20176.”

12 75. For the period July 1, 20165 through June 30, 20176, PAYMENT, Subsections F-
13 10a and 10b of the Agreement is-are amended to read as follows:

14 “F-10a. At the time this Agreement is executed, there are unresolved issues
15 pertaining to potential changes in salaries and benefits for COUNTY
16 employees. The cost of such potential changes are not included in the
17 Fiscal Year 20165-176 costs set forth in Attachment G~~Subsection F-2~~ nor in
18 the Fiscal Year 20165-176 Maximum Obligation of CITY set forth in
19 Subsection F-23 of this Agreement. If the changes result in the COUNTY
20 incurring or becoming obligated to pay for increased costs for or on account
21 of personnel whose costs are included in the calculations of costs charged
22 to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum
23 Obligation set forth in Subsection F-23 of this Agreement, the full costs of
24 said increases to the extent such increases are attributable to work
25 performed by such personnel after July 1, 20165, and CITY’s Maximum
26 Obligation hereunder shall be deemed to have increased accordingly. CITY
27 shall pay COUNTY in full for such increases on a pro-rata basis over the
28 portion of the period between July 1, 20165 and June 30, 20176 remaining

1 after COUNTY notifies CITY that increases are payable. If the changes
2 result in the COUNTY incurring or becoming obligated to pay for decreased
3 costs for or on account of personnel whose costs are included in the
4 calculations of costs charged to CITY hereunder, COUNTY shall reduce the
5 amount owed by the CITY to the extent such decreases are attributable to
6 work performed by such personnel during the period July 1, 201~~6~~5 through
7 June 30, 201~~7~~6, and CITY's Maximum Obligation hereunder shall be
8 deemed to have decreased accordingly. COUNTY shall reduce required
9 payment by CITY in full for such decreases on a pro-rata basis over the
10 portion of the period between July 1, 201~~6~~5 and June 30, 201~~7~~6 remaining
11 after COUNTY notifies CITY that the Maximum Obligation has decreased.

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

26 86.For the period July 1, 201~~6~~5 through June 30, 201~~7~~6, TRAFFIC VIOLATOR
27 APPREHENSION PROGRAM, Subsections N-3 and N-4 of the Agreement are
28 amended to read as follows:

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

- 3 • ~~Fifteen~~~~Ten~~ one hundredths of one (0.1~~50~~) Sergeant
4 (1~~28~~ hours per two-week pay period)
- 5 • One (1) Staff Specialist
6 (80 hours per two-week pay period)
- 7 • One (1) Office Specialist
8 (80 hours per two-week pay period).

9 N-4. Fee revenue generated by CITY may be used to reimburse CITY for
10 expenditures for equipment and/or supplies directly in support of the
11 Program. In order for an expenditure for equipment and/or supplies to be
12 eligible for reimbursement, CITY shall submit a request for and obtain pre-
13 approval of the expenditure by using the form as shown in Attachment E.
14 The request shall be submitted within the budget schedule established by
15 SHERIFF. SHERIFF shall approve the expenditure only if both of the
16 following conditions are satisfied: 1) there are sufficient Program funds
17 attributable to revenue generated by CITY's fee, to pay for the requested
18 purchase, and 2) CITY will use the equipment and/or supplies, during their
19 entire useful life, only for purposes authorized by its TVAP resolution in
20 effect at the time of purchase.

21 In the event that CITY terminates its participation in the Program, CITY
22 agrees that the equipment purchased by CITY and reimbursed by Program
23 funds will continue to be used, during the remainder of its useful life,
24 exclusively for the purposes authorized by CITY's TVAP resolution in effect
25 at the time of purchase.

26 In the event the fees adopted by COUNTY, CITY and other participating
27 jurisdictions are not adequate to continue operation of the Program at the
28 level at which it operated previously, COUNTY, at the option of CITY, will

1 reduce the level of Program service to be provided to CITY or will continue to
2 provide the existing level of Program services. COUNTY will charge CITY
3 the cost of any Program operations that exceed the revenue generated by
4 fees. Such charges shall be in addition to the Maximum Obligation of CITY
5 set forth in Subsection F-2 of this Agreement. The amount of any revenue
6 shortfall charged to CITY will be determined, at the time the revenue shortfall
7 is experienced, according to CITY's share of Program services rendered. In
8 the event of a reduction in level of Program service, termination of Program
9 service or adjustment of costs, the parties shall execute an amendment to
10 the Agreement so providing. Decisions about how to reduce the level of
11 Program service provided to CITY shall be made by SHERIFF with the
12 approval of CITY."

13 97. For the period July 1, 20165 through June 30, 20176, MOBILE DATA
14 COMPUTERS, Subsections O-3 and O-4 of the Agreement is-are amended to read
15 as follows:

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

22 The costs to be paid by CITY for recurring costs, including maintenance and
23 replacement/upgrade of MDCs, are included in the costs set forth in
24 Subsection F-2 Attachment G and the Maximum Obligation of CITY set forth
25 in Subsection F-23 of this Agreement unless CITY has already paid such
26 costs. CITY shall not be charged additional amounts for maintenance or
27 replacement/upgrade of said MDCs during the period July 1, 20165 through
28 June 30, 20176.

1 O-4. If, following the initial acquisition of MDCs referenced above, CITY requires
2 MDCs for additional patrol cars or motorcycles designated for use in the
3 CITY, or for CITY Emergency Operations Center, COUNTY will purchase
4 said additional MDCs. Upon demand by COUNTY, CITY will pay to
5 COUNTY a) the full costs of acquisition and installation of said additional
6 MDC's, and b) the full recurring costs for said MDCs, as deemed necessary
7 by COUNTY, including the costs of maintenance, and contributions to a fund
8 for replacement and upgrade of such MDCs when they become functionally
9 or technologically obsolete. Said costs related to additional MDCs are not
10 included in, and are in addition to, the costs set forth in Attachment G and
11 the Maximum Obligation of CITY set forth in Subsection F-2 of this
12 Agreement.

13 COUNTY will replace and/or upgrade MDCs as needed. The costs of
14 replacing/upgrading MDCs shall be paid by COUNTY from the
15 replacement/upgrade funds to be paid by CITY in accordance with the
16 foregoing. CITY shall not be charged any additional charge to replace or
17 upgrade MDCs."

18 108. For the period July 1, 20165 through June 30, 20176, E-CITATION UNITS
19 Subsections P-3, and P-4 of the Agreement are is amended to read as follows:

20 **"P. E-CITATION UNITS:**

21 ~~1. As part of the law enforcement services to be provided to CITY, COUNTY has~~
22 ~~provided, or will provide, E-Citation units designated by COUNTY for use within~~
23 ~~CITY limits.~~

24 ~~2. SHERIFF has the exclusive right to use said E-Citation units for law enforcement~~
25 ~~services related to this Agreement.~~

26 "P-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
27 E-Citation units that are assigned to CITY, and b) recurring costs, as
28 deemed necessary by COUNTY, including the costs of maintenance and

1 contributions to a fund for replacement and upgrade of such E-Citation units
2 when they become functionally or technologically obsolete.

3 The costs to be paid by CITY for recurring costs, including maintenance and
4 replacement/upgrade of E-Citation units, are included in the costs set forth
5 in ~~Subsection F-2~~Attachment G and the Maximum Obligation of CITY set
6 forth in Subsection F-~~23~~ of this Agreement unless CITY has already paid
7 such costs. CITY shall not be charged additional amounts for maintenance
8 or replacement/upgrade of said E-Citation units during the period July 1,
9 201~~65~~ through June 30, 201~~76~~.

10 P-4. If, following the initial acquisition of E-Citation units referenced above, CITY
11 requires E-Citation units designated for use in CITY, COUNTY will purchase
12 said additional E-Citation units. Upon demand by COUNTY, CITY will pay
13 to COUNTY a) the full costs of acquisition of said additional E-Citation units,
14 and b) the full recurring costs for said E-Citation units, as deemed
15 necessary by COUNTY, including the costs of maintenance, and
16 contributions to a fund for replacement and upgrade of such E-Citation units
17 when they become functionally or technologically obsolete. Said costs
18 related to additional E-Citation units are not included in, and are in addition
19 to, the costs set forth in ~~Subsection F-2~~Attachment G and the Maximum
20 Obligation of CITY set forth in Subsection F-~~23~~ of this Agreement.”

21 ~~5. COUNTY will replace and/or upgrade E-Citation units as needed. The~~
22 ~~costs of replacing/upgrading E-Citation units shall be paid by COUNTY from~~
23 ~~the replacement/ upgrade funds to be paid by CITY in accordance with the~~
24 ~~foregoing. CITY shall not be charged any additional charge to replace or~~
25 ~~upgrade E-Citation units.~~

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

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IN WITNESS WHEREOF, the parties have executed the ~~THIRD~~**SECOND** AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF STANTON

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chair~~w~~oman of the Board of Supervisors
County of Orange, California

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

Attest:

BY: _____
Robin Stieler
~~Interim~~ Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____