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

THIS THIRD AMENDMENT TO AGREEMENT is entered into this First day of May 2016, 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, 2016, that certain Agreement between the parties commencing July 1, 2013, hereinafter referred to as the "Agreement".

1. Effective July 1, 2016, REGULAR SERVICES BY COUNTY, Subsections C-4, C-5, and C-11 of the Agreement are amended to read as follows:

C-4. The level of service, to be provided by COUNTY for the period July 1, 2016 through June 30, 2017, is set forth in Attachment F and incorporated herein by this reference.

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

C-11 With the limitations set forth below, SHERIFF, on behalf of COUNTY, and CITY Manager, on behalf of CITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service

1 set forth in Attachment F, when SHERIFF and CITY Manager mutually agree
2 that such increase or decrease in the level of service is appropriate. Any
3 such amendment to the Agreement shall concomitantly increase or decrease
4 the cost of services payable by CITY set forth in Attachment G and
5 incorporated herein by this reference and the Maximum Obligation of CITY
6 set forth in Subsection F-2, in accordance with the current year's COUNTY
7 law enforcement cost study. SHERIFF and CITY Manager shall file copies of
8 any such amendments to this Agreement with the Clerk of COUNTY's Board
9 of Supervisors and CITY's. Amendments to this Agreement executed by
10 SHERIFF and CITY Manager may not, in the aggregate, increase or
11 decrease the cost of services payable by CITY by more than one percent
12 (1%) of the total cost originally set forth in Attachment G and the Maximum
13 Obligation originally set forth in Subsection F-2.

14 Prior approval by COUNTY's Board of Supervisors and CITY's Council is
15 required before execution of any amendment that brings the aggregate total
16 of changes in costs payable by CITY to more than one percent (1%) of the
17 total cost originally set forth in Attachment G and the Maximum Obligation
18 originally set forth in Subsection F-2 of the Agreement."

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

21 **"D. ENHANCED AND SUPPLEMENTAL SERVICES BY COUNTY:**

22 D-1. Enhanced services for events on CITY property. At the request of CITY,
23 through its City Manager, SHERIFF may provide enhanced law enforcement
24 services for functions, such as community events, conducted on property
25 that is owned, leased or operated by CITY. SHERIFF shall determine
26 personnel and equipment needed for such enhanced services. To the
27 extent the services provided at such events are at a level greater than that
28 specified in Attachment F of this Agreement, CITY shall reimburse COUNTY

1 for such additional services, at an amount computed by SHERIFF, based on
2 the current year's COUNTY law enforcement cost study. The cost of these
3 enhanced services shall be in addition to the Maximum Obligation of CITY
4 set forth in Subsection F-2 of this Agreement. SHERIFF shall bill CITY
5 immediately after each such event.

6 D-2. Supplemental services for occasional events operated by private individuals
7 and entities on non-CITY property. At the request of CITY, through its City
8 Manager, and within the limitations set forth in this Subsection D-2,
9 SHERIFF may provide supplemental law enforcement services to preserve
10 the peace at special events or occurrences that occur on an occasional
11 basis and are operated by private individuals or private entities on non-CITY
12 property. SHERIFF shall determine personnel and equipment needed for
13 such supplemental services, and will provide such supplemental services
14 only if SHERIFF is able to do so without reducing the normal and regular
15 ongoing services that SHERIFF otherwise would provide to CITY pursuant to
16 this Agreement. Such supplemental services shall be provided only by
17 regularly appointed full-time peace officers, at rates of pay governed by a
18 Memorandum of Understanding between COUNTY and the bargaining
19 unit(s) representing the peace officers providing the services. Such
20 supplemental services shall include only law enforcement duties and shall
21 not include services authorized to be provided by a private patrol operator,
22 as defined in Section 7582.1 of the Business and Professions Code. Law
23 enforcement support functions, including, but not limited to, clerical functions
24 and forensic science services, may be performed by non-peace officer
25 personnel if the services do not involve patrol or keeping the peace and are
26 incidental to the provision of law enforcement services. CITY shall reimburse
27 COUNTY its full, actual costs of providing such supplemental services at an
28 amount computed by SHERIFF, based on the current year's COUNTY law

1 enforcement cost study. The cost of these supplemental services shall be in
2 addition to the Maximum Obligation of CITY set forth in Subsection F-2 of
3 this Agreement. SHERIFF shall bill CITY immediately after each such event.

4 D-3. Supplemental services for events operated by public entities on non-CITY
5 property. At the request of CITY, through its City Manager, and within the
6 limitations set forth in this Subsection D-3, SHERIFF may provide
7 supplemental law enforcement services to preserve the peace at special
8 events or occurrences that occur on an occasional basis and are operated
9 by public entities on non-CITY property. SHERIFF shall determine personnel
10 and equipment needed for such supplemental services, and will provide
11 such supplemental services only if SHERIFF is able to do so without
12 reducing services that SHERIFF otherwise would provide to CITY pursuant
13 to this Agreement, CITY shall reimburse COUNTY its full, actual costs of
14 providing such supplemental services at an amount computed by SHERIFF,
15 based on the current year's COUNTY law enforcement cost study. The cost
16 of these supplemental services shall be in addition to the Maximum
17 Obligation of CITY set forth in Subsection F-2 of this Agreement. SHERIFF
18 shall bill CITY immediately after each such event.

19 D-4. Notwithstanding the foregoing, CITY, through its permit process, may utilize
20 the services of the Sheriff at events, for which CITY issues permits, that are
21 operated by private individuals or entities or public entities. SHERIFF shall
22 determine personnel and equipment needed for said events. If said events
23 are in addition to the level of services listed in Attachment F of this
24 Agreement, CITY shall reimburse COUNTY for such additional services at
25 an amount computed by SHERIFF, based upon the current year's COUNTY
26 law enforcement cost study. The cost of these services shall be in addition to
27 the Maximum Obligation of CITY set forth in Subsection F-2 of this
28 Agreement. SHERIFF shall bill CITY immediately after said services are

1 rendered.

2 D-5. In accordance with Government Code 51350, COUNTY has adopted Board
3 Resolution 89-1160 which identifies Countywide services, including but not
4 limited to helicopter response. SHERIFF through this contract provides
5 enhanced helicopter response services. The cost of enhanced helicopter
6 response services is included in the cost of services set forth in Attachment
7 G and in the Maximum Obligation of CITY set forth in Subsection F-2.
8 COUNTY shall not charge any additional amounts for enhanced helicopter
9 services after the cost of services set forth in Attachment G and in the
10 Maximum Obligation set forth in Subsection F-2 has been established in any
11 fiscal year without written notification to the CITY.”

12 3. For the period July 1, 2016 through June 30, 2017, PATROL VIDEO SYSTEMS,
13 Subsections E-3, E-4 and E-5 of the Agreement are amended to read as follows:

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

20 The costs to be paid by CITY for recurring costs, including maintenance and
21 replacement/upgrade of PVS, are included in the costs set forth in
22 Attachment G and the Maximum Obligation of CITY set forth in Subsection
23 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
24 not be charged additional amounts for maintenance or replacement/upgrade
25 of said PVS during the period July 1, 2016 through June 30, 2017.

26 E-4. If, following the initial acquisition of PVS referenced above, CITY requires
27 PVS for additional patrol cars designated for use in the CITY service area,
28 COUNTY will purchase said additional PVS. Upon demand by COUNTY,

1 CITY will pay to COUNTY a) the full costs of acquisition and installation of
2 said additional PVS, and b) the full recurring costs for said PVS, as deemed
3 necessary by COUNTY, including the costs of maintenance, and
4 contributions to a fund for replacement and upgrade of such PVS when they
5 become functionally or technologically obsolete. Said costs related to
6 additional PVS are not included in, and are in addition to, the costs set forth
7 in Attachment G and the Maximum Obligation of CITY set forth in
8 Subsection F-2 of this Agreement.

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

16 4. For the period of July 1, 2016 through June 30, 2017, PAYMENT, Subsection F-2
17 of the Agreement is amended to read as follows:

18 “F-2. Unless the level of service as set forth in Attachment F is decreased or
19 increased in accordance with Subsections C-9 or C-11. The Maximum
20 Obligation of CITY for services, other than licensing services, set forth in
21 Attachment F of this Amendment, to be provided by the COUNTY for the
22 period July 1, 2016 through June 30, 2017, shall be \$9,673,787 as set forth
23 in Attachment G.

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

- 1 5. Effective July 1, 2016 PAYMENT, Subsection F-3 of this Agreement is deleted.
- 2 6. For the period July 1, 2016 through June 30, 2017, PAYMENT, Subsection F-5 of
3 the Agreement is amended to read as follows:
- 4 “F-5. COUNTY shall invoice CITY monthly. During the period July 1, 2016
5 through June 30, 2017, said invoices will require payment by CITY of one-
6 twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2
7 of this Agreement, as said Maximum Obligation may have been increased or
8 decreased in accordance with Subsections C-9 or C-11. If a determination
9 is made that increases described in Subsection F-10 must be paid,
10 COUNTY thereafter shall include the pro-rata charges for such increases in
11 its monthly invoices to CITY for the balance of the period between July 1,
12 2016 and June 30, 2017.”
- 13 7. For the period July 1, 2016 through June 30, 2017, PAYMENT, Subsections F-10a
14 and 10b of the Agreement are amended to read as follows:
- 15 “F-10a. At the time this Agreement is executed, there are unresolved issues
16 pertaining to potential changes in salaries and benefits for COUNTY
17 employees. The cost of such potential changes are not included in the
18 Fiscal Year 2016-17 costs set forth in Attachment G nor in the Fiscal Year
19 2016-17 Maximum Obligation of CITY set forth in Subsection F-2 of this
20 Agreement. If the changes result in the COUNTY incurring or becoming
21 obligated to pay for increased costs for or on account of personnel whose
22 costs are included in the calculations of costs charged to CITY hereunder,
23 CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in
24 Subsection F-2 of this Agreement, the full costs of said increases to the
25 extent such increases are attributable to work performed by such personnel
26 after July 1, 2016, and CITY’s Maximum Obligation hereunder shall be
27 deemed to have increased accordingly. CITY shall pay COUNTY in full for
28 such increases on a pro-rata basis over the portion of the period between

1 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
 2 increases are payable. If the changes result in the COUNTY incurring or
 3 becoming obligated to pay for decreased costs for or on account of
 4 personnel whose costs are included in the calculations of costs charged to
 5 CITY hereunder, COUNTY shall reduce the amount owed by the CITY to
 6 the extent such decreases are attributable to work performed by such
 7 personnel during the period July 1, 2016 through June 30, 2017, and CITY's
 8 Maximum Obligation hereunder shall be deemed to have decreased
 9 accordingly. COUNTY shall reduce required payment by CITY in full for
 10 such decreases on a pro-rata basis over the portion of the period between
 11 July 1, 2016 and June 30, 2017 remaining after COUNTY notifies CITY that
 12 the Maximum Obligation has decreased.

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

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1 8. For the period July 1, 2016 through June 30, 2017, TRAFFIC VIOLATOR
2 APPREHENSION PROGRAM, Subsections N-3 and N-4 of the Agreement are
3 amended to read as follows:

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

- 6 • Fifteen one hundredths of one (0.15) Sergeant
7 (12 hours per two-week pay period)
- 8 • One (1) Staff Specialist
9 (80 hours per two-week pay period)
- 10 • One (1) Office Specialist
11 (80 hours per two-week pay period).

12 N-4. Fee revenue generated by CITY may be used to reimburse CITY for
13 expenditures for equipment and/or supplies directly in support of the
14 Program. In order for an expenditure for equipment and/or supplies to be
15 eligible for reimbursement, CITY shall submit a request for and obtain pre-
16 approval of the expenditure by using the form as shown in Attachment E.

17 The request shall be submitted within the budget schedule established by
18 SHERIFF. SHERIFF shall approve the expenditure only if both of the
19 following conditions are satisfied: 1) there are sufficient Program funds
20 attributable to revenue generated by CITY's fee, to pay for the requested
21 purchase, and 2) CITY will use the equipment and/or supplies, during their
22 entire useful life, only for purposes authorized by its TVAP resolution in
23 effect at the time of purchase.

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

1 In the event the fees adopted by COUNTY, CITY and other participating
2 jurisdictions are not adequate to continue operation of the Program at the
3 level at which it operated previously, COUNTY, at the option of CITY, will
4 reduce the level of Program service to be provided to CITY or will continue to
5 provide the existing level of Program services. COUNTY will charge CITY
6 the cost of any Program operations that exceed the revenue generated by
7 fees. Such charges shall be in addition to the Maximum Obligation of CITY
8 set forth in Subsection F-2 of this Agreement. The amount of any revenue
9 shortfall charged to CITY will be determined, at the time the revenue shortfall
10 is experienced, according to CITY's share of Program services rendered. In
11 the event of a reduction in level of Program service, termination of Program
12 service or adjustment of costs, the parties shall execute an amendment to
13 the Agreement so providing. Decisions about how to reduce the level of
14 Program service provided to CITY shall be made by SHERIFF with the
15 approval of CITY."

- 16 9. For the period July 1, 2016 through June 30, 2017, MOBILE DATA COMPUTERS,
17 Subsections O-3 and O-4 of the Agreement are 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 necessary
21 by COUNTY, including the costs of maintenance and contributions to a fund
22 for replacement and upgrade of such MDCs when they become functionally
23 or technologically obsolete.

24 The costs to be paid by CITY for recurring costs, including maintenance and
25 replacement/upgrade of MDCs, are included in the costs set forth in
26 Attachment G 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/upgrade

1 of said MDCs during the period July 1, 2016 through June 30, 2017.

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

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

19 10. For the period July 1, 2016 through June 30, 2017, E-CITATION UNITS
20 Subsections P-3, and P-4 of the Agreement are amended to read as follows:

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

26 The costs to be paid by CITY for recurring costs, including maintenance and
27 replacement/upgrade of E-Citation units, are included in the costs set forth
28 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 E-Citation units during the period July 1, 2016
 4 through June 30, 2017.

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

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

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1 IN WITNESS WHEREOF, the parties have executed the THIRD
2 AMENDMENT TO AGREEMENT in the County of Orange, State of California.

3 DATED: _____

4 CITY OF STANTON

5 ATTEST: _____
6 City Clerk

7 BY: _____
8 Mayor

9 APPROVED AS TO FORM:

10 BY: _____
11 City Attorney

12 DATED: _____

13 COUNTY OF ORANGE

14 BY: _____
15 Chairwoman of the Board of Supervisors
16 County of Orange, California

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

21 BY: _____
22 Robin Stieler
23 Clerk of the Board
24 County of Orange, California

25 APPROVED AS TO FORM:
26 Office of the County Counsel
27 County of Orange, California

28 BY: 
Deputy

DATED: 5/26/16

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OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF STANTON
Effective July 1, 2016

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 the availability of volunteers approved by Police Services. The hours of operation will be determined by the Lieutenant 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.

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.

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

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

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IN WITNESS WHEREOF, authorized representatives of the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF STANTON

BY: _____

CITY MANAGER

DATED: _____

COUNTY OF ORANGE

BY: _____

SHERIFF-CORONER

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

BY: *[Signature]*

Deputy

DATED: *5/26/16*

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 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	6.89%
Deputy Sheriff II	Traffic	4.00	6.89%
Investigative Assistant	Traffic	2.00	6.89%
Office Specialist	Traffic	1.00	6.89%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	23.60%
Investigator	Auto Theft	2.00	23.60%
Investigative Assistant	Auto Theft	1.00	23.60%
Office Specialist	Auto Theft	1.00	23.60%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	0.50	3.23%
TOTAL		12.40	

**ORANGE COUNTY SHERIFF-CORONER
FY 2016-17 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	\$ 326,021	\$ 326,021
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 272,161	\$ 272,161
Sergeant	Patrol	4.00	\$ 284,205	\$ 1,136,820
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 241,950	\$ 483,900
Investigative Assistant		2.00	\$ 113,754	\$ 227,507
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	21.00	\$ 233,583	\$ 4,905,243
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 238,804	\$ 238,804
CLERICAL SERVICES:				
Office Specialist	Office support	2.00	\$ 87,995	\$ 175,990
ADDITIONAL SERVICES:				
Utility Driver		1.00	\$ 82,139	\$ 82,139
TOTAL POSITIONS		35.00		\$ 7,848,585

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	6.89%	\$ 12,773
Deputy Sheriff II	Traffic	4.00	6.89%	\$ 66,422
Investigative Assistant	Traffic	2.00	6.89%	\$ 16,816
Office Specialist	Traffic	1.00	6.89%	\$ 6,873
AUTO THEFT:				
Sergeant	Auto Theft	0.30	23.60%	\$ 21,808
Investigator	Auto Theft	2.00	23.60%	\$ 123,789
Investigative Assistant	Auto Theft	1.00	23.60%	\$ 28,640
Office Specialist	Auto Theft	1.00	23.60%	\$ 23,382
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	0.50	3.23%	\$ 5,243
TOTAL REGIONAL/SHARED		12.40		\$ 305,746

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-two (22) 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: Board of State and Community Corrections Local Assistance funding; deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and retirement rate discount for FY 2016-17.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,519,456
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TOTAL COST OF SERVICES (Subsection F-2)	\$ 9,673,787
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