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FIRST AMENDMENT TO THE FIVE-YEAR AGREEMENT **BETWEEN THE** CITY OF STANTON

AND THE

COUNTY OF ORANGE

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this First day of June 1, 2024, 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, 2024 that certain Agreement between the parties commencing July 1, 2023, hereinafter referred to as the "Agreement".

- 1. For the period July 1, 2024 through June 30, 2025, 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, 2024 through June 30, 2025, is set forth in Attachment A.
- 2. For the period July 1, 2024 through June 30, 2025, PAYMENT, Subsections F-2, F-4, F-5, F-8a and F-8b of the Agreement are amended to read as follows:
 - "F-2. Unless the level of service set forth in Attachment A is decreased or increased in accordance with Subsection C-9, the Maximum Obligation of CITY for services set forth in Attachment B to be provided by the COUNTY for the period July 1, 2024 through June 30, 2025 shall be \$14,175,629.

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

- F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2024 through June 30, 2025, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement, as said Maximum Obligation may have been increased or decreased in accordance with Subsection C-9. If a determination is made that increases described in Subsection F-8 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2024 and June 30, 2025.
- F-5. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, Attachment C. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County"
- F-8a. At the time this Agreement is executed, there are unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The cost of such potential changes are not included in the Fiscal Year 2024-25, costs set forth in Attachment B nor in the Fiscal Year 2024-5, Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection F-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2024 and CITY's Maximum Obligation hereunder shall be

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deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2024 through June 30, 2025, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2024 and June 30, 2025 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased.

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

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- 3. Effective July 1, 2024, EQUIPMENT SECTION Q of the Agreement is added to read as follows:
 - "1. As part of the law enforcement services to be provided to CITY, COUNTY shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the COUNTY (hereinafter "Equipment").
 - 2. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by COUNTY. The costs to be paid by CITY are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
 - 3. The Equipment purchased by the COUNTY for services to the CITY shall be the property of the County.
 - 4. Radios and motorcycles previously purchased by the CITY for COUNTY law enforcement services to the CITY shall be the property of and maintained by the CITY. Notwithstanding Section K of this Agreement, COUNTY shall be responsible to CITY for any damage to CITY radios and motorcycles caused by COUNTY's act or omission."
- 4 Effective July 1, 2024, Attachments A and B are amended as attached hereto.

 Attachments A and B are incorporated into this agreement by reference.
- All other provisions of the Agreement, to the extent that they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

1	IN WITNESS WHEREOF, the	e parties have executed the FIRST					
2	AMENDMENT TO THE AGREEMENT in the C	county of Orange, State of California.					
3	DATED:						
4		CITY OF STANTON					
5	ATTEST:City Clerk						
6) BY:	 Mayor					
7	7	Mayor					
8	3	APPROVED AS TO FORM:					
9							
10	11	City Attorney					
11							
12	DATED:						
13	COUNTY OF ORANGE						
14							
15	BY:Chairman of the Board of Supervisors						
16	Chairman of the Board of Supervisors						
17	Signed and certified that a copy of this Document has been delivered to the Chair						
18	of the Board per G.C. Sec. 25103, Reso 79-15	35					
19	Attest:						
20							
21	U I						
22	Robin Stieler Clerk of the Board of Supervisors						
23	County of Orange, California	APPROVED AS TO FORM: Office of the County Counsel					
24	1	County of Orange, California					
25	5	Annie Loo					
26		BY:B7726751D1E947E Deputy					
27	7	DATED: 6/4/2024					
28	3	D/(1 LD					

ORANGE COUNTY SHERIFF-CORONER FY 2024-25 LAW ENFORCEMENT CONTRACT CITY OF STANTON

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

ATTACHMENT A

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency				
MANAGEMENT:							
Captain		1.00					
SUPERVISION:							
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period				
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period				
INVESTIGATION SERVICES:							
Investigator		2.00	each, 80 hrs./ per two wk. pay period				
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period				
PATROL AND TRAFFIC SERVICES*:							
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period				
Deputy Sheriff II -Motor	Motorcycle	1.00	80 hrs./ per two wk. pay period				
COMMUNITY SUPPORT							
Community Services Officer		1.00	80 hrs./ per two wk. pay period				
CLERICAL SERVICES:							
Office Specialist	Office support	1.00	each, 80 hrs./ per two wk. pay period				
ADDITIONAL SERVICES:							
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period				
Office Trainee/Cadets			(2 x 1,039 hours each)				
TOTAL		36.00					

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

REGIONAL / SHARED STAFE:

Title	Regional Team	Quantity	% Allocation			
TRAFFIC:						
Sergeant	Traffic	0.60	8.31%			
Investigator	Traffic	1.00	8.31%			
Deputy Sheriff II	Traffic	3.00	8.31%			
Investigative Assistant	Traffic	2.00	8.31%			
Office Specialist	Traffic	1.00	8.31%			
AUTO THEFT:						
Sergeant	Auto Theft	0.30	11.54%			
Investigator	Auto Theft	2.00	11.54%			
Investigative Assistant	Auto Theft	1.00	11.54%			
Office Specialist	Auto Theft	1.00	11.54%			
MOTORCYCLE (shared Supervision):						
Sergeant	Motorcycle Supervision	1.00	3.77%			
TOTAL		12.90				

ORANGE COUNTY SHERIFF-CORONER FY 2024-25 LAW ENFORCEMENT CONTRACT CITY OF STANTON

"PAYMENT" (Subsection F-2)

ATTACHMENT B

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

Title	Detail	Quantity	Cost of Service (each)		Cost of Service Total	
MANAGEMENT:	Detail	Quantity		(eacii)		IOtal
Captain		1.00	S	503,597	\$	503,597
SUPERVISION:				200,00.	Ι Ψ	000,001
Sergeant	Investigative	1.00	\$	380,363	\$	380,363
Sergeant	Patrol	4.00	\$	398,349	\$	1,593,396
INVESTIGATION SERVICES:						
Investigator		2.00	\$	337,154	\$	674,308
Investigative Assistant		2.00	\$	156,978	\$	313,955
PATROL AND TRAFFIC SERVICES	S:	•				
Deputy Sheriff II -Patrol	Patrol	22.00	\$	324,194	\$	7,132,268
Deputy Sheriff II -Motor	Motorcycle	1.00	\$	334,928	\$	334,928
COMMUNITY SUPPORT						
Community Services Officer		1.00	\$	142,265	\$	142,265
CLERICAL SERVICES:						
Office Specialist	Office support	1.00	\$	114,564	\$	114,564
ADDITIONAL SERVICES:						
Crime Prevention Specialist		1.00	\$	121,095	\$	121,095
Office Trainee/Cadets (2 x 1,040 hours each)					\$	54,525
TOTAL POSITIONS		36.00			\$	11,365,265

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation		Cost \$
TRAFFIC:					
Sergeant	Traffic	0.60	8.31%	\$	24,211
Investigator	Traffic	1.00	8.31%	\$	29,227
Deputy Sheriff II	Traffic	3.00	8.31%	\$	101,730
Investigative Assistant	Traffic	2.00	8.31%	\$	28,804
Office Specialist	Traffic	1.00	8.31%	\$	10,878
AUTO THEFT:					
Sergeant	Auto Theft	0.30	11.54%	\$	16,808
Investigator	Auto Theft	2.00	11.54%	\$	88,830
Investigative Assistant	Auto Theft	1.00	11.54%	\$	19,907
Office Specialist	Auto Theft	1.00	11.54%	\$	15,169
MOTORCYCLE (shared Supervision):					
Sergeant	Motorcycle Supervision	1.00	3.77%	\$	16,921
TOTAL REGIONAL/SHARED		12.90		\$	352,485

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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for one (1) unit; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-three (24) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS:

<u>Credits include</u>: AB109 (2011 Public Safety Realignment), deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; and restitution credits.

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