

1 **THIRD AMENDMENT TO AGREEMENT**
2 **BETWEEN THE**
3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
4 **AND THE**
5 **COUNTY OF ORANGE**
6

7 **THIS THIRD AMENDMENT TO AGREEMENT** is entered into by and between
8 the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as
9 “AUTHORITY”, and the COUNTY OF ORANGE, a political subdivision of the State of
10 California, hereinafter referred to as “COUNTY”, to amend, effective July 1, 2022, that
11 certain Agreement between the parties commencing July 1, 2020, hereinafter referred
12 to as the “Agreement”.

13 1. For the period July 1, 2022 through June 30, 2023, **REGULAR SERVICES BY**
14 **COUNTY**, Subarticle 3-E is amended to read as follows:

15 “3-E.The level of service to be provided by SHERIFF, for the period July 1, 2022
16 through June 30, 2023, is set forth in Attachment C and incorporated herein
17 by this reference.”

18 2. For the period July 1, 2022 through June 30, 2023, **PAYMENT** Subarticles 7-B,
19 **7-C** and **7-D** are amended to read as follows:

20 “7-B.Unless the level of service set forth in Attachment C is increased or
21 decreased, the Total Cost of Services (Maximum Obligation) to be provided
22 by SHERIFF for the period July 1, 2022 through June 30, 2023, shall be
23 \$11,226,909 as set forth in Attachment D.

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

1 7-C. If additional services are provided pursuant to Subarticle 4-A and 4-C that are
2 not listed in Article 3, including, but not limited to additional patrol, security, or
3 other law enforcement services provided pursuant to Subarticle 4-A and 4-C,
4 or if any equipment is provided that is reasonably necessary for carrying out
5 the services in this Agreement and was not included in the cost calculations
6 used to determine the cost of service set forth in Subarticle 7-B, COUNTY
7 shall furnish these services and equipment to AUTHORITY on a time and
8 expense basis. COUNTY shall also provide the services pursuant to
9 Subarticle 4-B. AUTHORITY's maximum cumulative payment obligation for
10 these additional services or equipment, and for the services provided
11 pursuant to Subarticle 4-B for the period from July 1, 2022 through June 30,
12 2023, shall be \$324,207 and are included in the Firm, Fixed Total Cost as set
13 forth in Attachment D. COUNTY shall not be required to provide additional
14 services and/or equipment costing more than \$324,207 annually.

15 COUNTY may also provide additional services in support of Transit Security
16 Grant Funds. AUTHORITY's maximum cumulative payment obligation for
17 these additional services for the period from July 1, 2022 through June 30,
18 2023 shall be \$110,000 and are included in the Firm, Fixed Total Cost in
19 Attachment D.

20 COUNTY may also provide additional services in support of Angel Express
21 Grant Funds. AUTHORITY's maximum cumulative payment obligation for
22 these additional services for the period from July 1, 2022 through June 30,
23 2023 shall be \$13,750 and are included in the Firm, Fixed Total Cost in
24 Attachment D.

25 7-D. Unless AUTHORITY is required to pay for increases as set forth in Subarticle
26 7-K, the Firm, Fixed Total Cost to AUTHORITY for services described in
27 Articles 3 and 4 of this Agreement during the period from July 1, 2022 through
28 June 30, 2023 is \$11,674,866 as set forth in Attachment D. The Firm, Fixed

1 Cost of \$11,674,866 includes all amounts payable to COUNTY for its
2 subcontractors, leases, materials and costs arising from, or due to,
3 termination of this Agreement. However, if the parties, by mutual agreement,
4 change the number or type of personnel to be provided by COUNTY, as
5 authorized in Article 3, or the maximum obligations to provide and pay for
6 special services and equipment, set forth in Subarticle 7-C , then the Firm,
7 Fixed Total Cost due from AUTHORITY will change accordingly.”

- 8 3. For the period July 1, 2022 through June 30, 2023, PAYMENT Subarticles 7K-1
9 and 7K-2 are amended to read as follows:

10 “7K.1. At the time this Agreement is executed, there may be unresolved issues
11 pertaining to potential changes in salaries and benefits for COUNTY
12 employees. The cost of such potential changes are not included in the
13 Fiscal Year 2022-23 costs set forth in Subarticles 7-B and 7-C nor in the
14 FY 2022-23, Firm, Fixed Total Cost to the AUTHORITY set forth in
15 Subarticle 7-D of this Agreement. If the changes result in the COUNTY
16 incurring or becoming obligated to pay for increased costs for or on account
17 of personnel whose costs are included in the calculations of costs charged
18 to AUTHORITY hereunder, AUTHORITY shall pay COUNTY, in addition to
19 the Firm, Fixed Total Cost set forth in Subarticle 7-D of this Agreement, the
20 full costs of said increases to the extent such increases are attributable to
21 work performed by such personnel after July 1, 2022, and AUTHORITY’s
22 Firm, Fixed Total Cost hereunder shall be deemed to have increased
23 accordingly. AUTHORITY shall pay COUNTY in full for such increases on a
24 pro-rata basis over the portion of the period between July 1, 2022 and
25 June 30, 2023 remaining after COUNTY notifies the AUTHORITY that
26 increases are payable. If the changes result in the COUNTY incurring or
27 becoming obligated to pay for decreased costs for or on account of
28 personnel whose costs are included in the calculations of costs charged to

1 the AUTHORITY hereunder, COUNTY shall reduce the amount owed by the
2 AUTHORITY to the extent such decreases are attributable to work
3 performed by such personnel during the period July 1, 2022 through
4 June 30, 2023, and the AUTHORITY's Firm, Fixed Total Cost hereunder
5 shall be deemed to have decreased accordingly. COUNTY shall reduce
6 required payment by the AUTHORITY in full for such decreases on a pro-
7 rata basis over the portion of the period July 1, 2022 through June 30, 2023
8 remaining after COUNTY notifies the AUTHORITY that the Firm Fixed Total
9 Cost has decreased.

- 10 7K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle
11 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level
12 of service provided to AUTHORITY pursuant to Subarticle 3-E of this
13 Agreement to a level that will make the Firm, Fixed Total Cost to
14 AUTHORITY between July 1, 2022 and June 30, 2023 an amount specified
15 by AUTHORITY that is equivalent to or higher than the Firm, Fixed Total
16 Cost set forth in Subarticle 7-D for said period, at the time this Agreement
17 was executed. The purpose of such adjustment of service levels will be to
18 give AUTHORITY the option of keeping its Firm, Fixed Total Cost for said
19 period at the pre-increase level or at any other higher level specified by
20 AUTHORITY. In the event of such reduction in level of service and
21 adjustment of costs, the parties shall execute an amendment to this
22 Agreement so providing. Decisions about how to reduce the level of service
23 provided to AUTHORITY will be made by SHERIFF with the approval of
24 AUTHORITY.”
- 25 4. For the period July 1, 2022 through June 30, 2023, MOBILE DATA COMPUTERS,
26 Subarticle 13-C is amended to read as follows:
27 “13-C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the
28 acquisition and installation of MDCs that are or will be mounted in patrol

1 vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B,
2 and b) recurring costs, as deemed necessary by COUNTY, including the
3 costs of maintenance and contributions to a fund for replacement and
4 upgrade of such MDCs when they become functionally or technologically
5 obsolete.

6 The costs to be paid by AUTHORITY for recurring costs, including
7 maintenance and replacement/upgrade of MDCs, are included in the costs
8 set forth in Attachment D and the Maximum Obligation of AUTHORITY set
9 forth in Subarticle 7-B of this Agreement unless AUTHORITY has already
10 paid such costs. AUTHORITY shall not be charged additional amounts for
11 maintenance or replacement/upgrade of said MDCs during the period
12 July 1, 2022 through June 30, 2023.”

- 13 5. Effective July 1, 2022, Article 14 PATROL VIDEO SYSTEM is amended to read as
14 follows:

15 **Article 14. BODY WORN CAMERA AND IN CAR VIDEO:**

- 16 A. As part of the law enforcement services to be provided to AUTHORITY,
17 COUNTY has provided, or will provide, body worn cameras (hereinafter called
18 “BWC”) that will be worn by SHERIFF’s personnel and In Car Video (hereinafter
19 called “ICV”) that will be mounted in vehicles designated by SHERIFF for use
20 within AUTHORITY service area.
- 21 B. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement
22 services related to this Agreement.
- 23 C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the acquisition
24 of BWC and the acquisition and installation of ICV and b) recurring costs, as
25 deemed necessary by COUNTY, including the costs of maintenance and
26 contributions to a fund for replacement and upgrade of such BWC and ICV
27 when they become functionally or technologically obsolete.

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1 The costs to be paid by AUTHORITY for recurring costs, including maintenance
2 and replacement/upgrade of BWC and ICV, are included in the costs set forth
3 in Attachment D and the Maximum Obligation of AUTHORITY set forth in
4 Subarticle 7-B of this Agreement unless AUTHORITY has already paid such
5 costs. AUTHORITY shall not be charged additional amounts for maintenance
6 or replacement/upgrade of said BWC and ICV during the period July 1, 2022
7 through June 30, 2023.

8 D. If, following the initial acquisition of BWC and ICV referenced above,
9 AUTHORITY requires BWC and ICV for additional SHERIFF's personnel or
10 vehicles designated for use in the AUTHORITY service area, COUNTY will
11 purchase said additional BWC and ICV. Upon demand by COUNTY,
12 AUTHORITY will pay to COUNTY a) the full costs of additional BWC and the
13 full cost of acquisition and installation of additional IVC, and b) the full recurring
14 costs for said BWC and IVC, as deemed necessary by COUNTY, including the
15 costs of maintenance, and contributions to a fund for replacement and upgrade
16 of such BWC and IVC when they become functionally or technologically
17 obsolete. Said costs related to additional BWC and IVC are not included in,
18 and are in addition to, the costs set forth in Attachment D and the Maximum
19 Obligation of AUTHORITY set forth in Subarticle 7-B of this Agreement.

20 E. AUTHORITY will replace and/or upgrade BWC and ICV as needed. The costs
21 of replacing/upgrading BWC and ICV shall be paid by COUNTY from the
22 replacement/upgrade funds to be paid by CITY in accordance with the
23 foregoing. AUTHORITY shall not be charged any additional charge to replace
24 or upgrade BWC and ICV."

25 6. All other provisions of the Agreement, to the extent that they are not in conflict with
26 the THIRD AMENDMENT to AGREEMENT, remain unchanged.

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

DATED: _____
ORANGE COUNTY
TRANSPORTATION AUTHORITY

BY: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

BY: _____
James M. Donich
General Counsel

APPROVED:

DATED: _____

BY: _____
Jennifer L. Bergener
Chief Operating Officer, Operations/Deputy Chief Executive Officer

DATED: _____

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman 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:

Robin Stieler
Clerk of the Board
County of Orange, California

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

BY:  _____
Deputy

DATED: 4/21/22 _____

**ORANGE COUNTY SHERIFF-CORONER
 LAW ENFORCEMENT CONTRACT
 FY 2022-23
 ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
 "REGULAR SERVICES BY COUNTY"
 (Subarticle 3-E)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant		5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
SECURITY, PATROL AND LAW ENFORCEMENT:			
Deputy Sheriff II	Fixed Route Enforcement	16.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Rail	5.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	4.00	each, 80 hrs./ per two wk. pay period
CLERICAL SUPPORT:			
Office Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		33.00	

**ORANGE COUNTY SHERIFF-CORONER
 LAW ENFORCEMENT CONTRACT
 FY 2022-23
 ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
 "PAYMENT"
 (Subarticles 7-B, 7-C, 7-D)**

COST OF SERVICES PROVIDED BY SHERIFF (Subarticle 7-B):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 419,139	\$ 419,139
SUPERVISION:				
Sergeant		5.00	\$ 343,530	\$ 1,717,650
Investigator		1.00	\$ 305,758	\$ 305,758
SECURITY, PATROL AND LAW ENFORCEMENT:				
Deputy Sheriff II	Fixed Route Enforcement	16.00	\$ 280,900	\$ 4,494,400
Deputy Sheriff II	Rail	5.00	\$ 280,900	\$ 1,404,500
Deputy Sheriff II	Homeless Liaison Officer	4.00	\$ 280,900	\$ 1,123,600
CLERICAL SUPPORT:				
Office Specialist		1.00	\$ 107,389	\$ 107,389
TOTAL POSITIONS		33.00		\$ 9,572,436

OTHER CHARGES AND CREDITS (Subarticle 7-B):

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; dispatch support services; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring/replacement cost for seventeen (17) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call pay; services and supplies; and transportation charges.

CREDITS:

Credits include: Retirement rate net discount and training reimbursement.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,654,473
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TOTAL COST OF SERVICES-MAXIMUM OBLIGATION (Subarticle 7-B)	\$ 11,226,909
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SPECIAL SERVICES (Article 7-C):

Special Services	Article 4-A, 7-C	Special Enforce. BUS/CTT	\$ 89,528
Special Services	Article 4-A, 7-C	Seasonal Law Enforcement	\$ 23,179
Canine Units	Article 4-B, 7-C	K9	\$ 151,500
Special Services	Article 4-C, 7-C	MEU, Other	\$ 60,000
Special Services-Grant	Article 4-A, 7-C	VIPR/CTT	\$ 110,000
Special Services-Grant	Article 4-A, 7-C	Angel Express	\$ 13,750
TOTAL SPECIAL SERVICES			\$ 447,957

TOTAL FIRM, FIXED COSTS (Subarticle 7-D)	\$ 11,674,866
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