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**FIVE-YEAR AGREEMENT
BETWEEN THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this Fifteenth day of May 2020, which date is enumerated for purposes of reference only, by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, AUTHORITY wishes to contract with COUNTY for law enforcement services; whereby COUNTY will provide transit security and protection services to the AUTHORITY and its employees and passengers by providing a supplemental law enforcement presence consisting of sworn law enforcement officers at AUTHORITY assets and properties; and

WHEREAS, the services of the Sheriff-Coroner Department, hereinafter referred to as "SHERIFF" under this contract are intended to enhance, rather than supersede, diminish, or replace policing services already provided throughout Orange County by local police agencies; and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 **Article 1. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2020
3 and terminating June 30, 2025, unless earlier terminated by either party in the
4 manner set forth herein.

5 **Article 2. TERMINATION:**

6 A. AUTHORITY may terminate this Agreement for its convenience at any time,
7 in whole or part, by giving COUNTY one hundred and eighty (180) days
8 written notice thereof. Upon termination, AUTHORITY shall pay COUNTY its
9 allowable costs incurred to date of that portion terminated. Said termination
10 shall be construed in accordance with the provisions of CFR Title 48,
11 Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific
12 subparts and other provisions thereof applicable to termination for
13 convenience. If AUTHORITY sees fit to terminate this Agreement for
14 convenience, said notice shall be given to COUNTY in accordance with the
15 provisions of the FAR referenced above. Upon receipt of said notification,
16 COUNTY agrees to comply with all applicable provisions of the FAR
17 pertaining to termination for convenience.

18 B. AUTHORITY may terminate this Agreement for COUNTY's default if a
19 federal or state proceeding for the relief of debtors is undertaken by or
20 against COUNTY, or if COUNTY makes an assignment for the benefit of
21 creditors, or if COUNTY breaches any term(s) or violates any provision(s) of
22 this Agreement and does not cure such breach or violation within ten (10)
23 calendar days after written notice thereof by AUTHORITY. COUNTY shall
24 be liable for any and all reasonable costs incurred by AUTHORITY as a
25 result of such default including, but not limited to, procurement costs of
26 the same or similar services defaulted by COUNTY under this Agreement.
27 Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the
28 FAR.

1 **Article 2. TERMINATION: (Continued)**

2 C. COUNTY may terminate this Agreement for its convenience at any time, in
3 whole or part, by giving AUTHORITY one hundred and eighty (180) days
4 written notice thereof.

5 **Article 3. REGULAR SERVICES BY COUNTY:**

6 A. COUNTY, through its SHERIFF's deputies, officers and employees, , shall
7 render to AUTHORITY selected services as hereinafter provided to the
8 extent said services can reasonably be performed by the law enforcement
9 personnel for which this Agreement provides. Such services shall include
10 being present and assisting city and county police agencies and
11 AUTHORITY in the enforcement of lawful State statutes and the ordinance
12 of AUTHORITY set forth in Attachment A, which is attached hereto and
13 incorporated herein by this reference, at the areas regularly Patrolled or
14 Patrolled As Requested by AUTHORITY as listed in Attachment B, which is
15 attached hereto and incorporated herein by this reference. In the event, the
16 AUTHORITY updates the list of areas to be Regularly Patrolled or Patrolled
17 As Requested by AUTHORITY, AUTHORITY's CONTRACTS
18 ADMINISTRATOR on behalf of AUTHORITY and SHERIFF, or SHERIFF's
19 designee, on behalf of COUNTY, have authority to execute an amendment
20 of this Agreement to substitute the amended Attachment B hereto, as long
21 as said amendment to this Agreement does not materially change any other
22 provision of this Agreement. The above described service will be provided
23 at the Patrolled As Requested areas only if requested by AUTHORITY's
24 Chief Executive Officer, hereinafter referred to as "EXECUTIVE OFFICER",
25 or his designee, and only to the extent SHERIFF, or SHERIFF's designee,
26 determines that sufficient personnel described in Subarticle 3-E are
27 available to provide said services.

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1 **Article 3. REGULAR SERVICES BY COUNTY: (Continued)**

- 2 B. As appropriate and mutually agreed by SHERIFF and AUTHORITY,
3 SHERIFF personnel shall provide security services at the areas listed in
4 Attachment B. Upon learning of a violation occurring on said premises,
5 SHERIFF personnel shall take whatever steps they, in their sole judgment
6 and discretion, deem appropriate to prevent further violations, detain
7 violators and/or notify appropriate police agencies to investigate violations.
8 Such steps may include, but are not necessarily limited to, instructing
9 violators to leave the premises, arresting violators, notifying city or other
10 police agencies of violations so that they may assume jurisdiction, writing
11 reports, and providing information to Federal, State and local agencies.
12 SHERIFF personnel will provide security and other services on
13 AUTHORITY's buses and other vehicles and at the areas listed in
14 Attachment B, as mutually agreed by SHERIFF and EXECUTIVE OFFICER,
15 to the extent that the SHERIFF, or SHERIFF's designee, determines that
16 sufficient personnel described in Subarticle 3-E are available to provide said
17 services. The provisions of this Agreement are not intended to circumvent
18 or alter the jurisdiction of any local law enforcement agency.
- 19 C. The night, day and evening law enforcement and supervisory shifts will be
20 established by the mutual agreement of SHERIFF and AUTHORITY's
21 EXECUTIVE OFFICER, or their designees. Personnel of each shift may
22 work varying and different times and premises of AUTHORITY and may be
23 deployed to other shifts or premises when, in the opinion of SHERIFF and
24 EXECUTIVE OFFICER, the need arises. Any long-term shift deployment
25 change will be reported to AUTHORITY's Board of Directors.
- 26 D. SHERIFF will provide regular operational reports and updates to
27 EXECUTIVE OFFICER or designee. SHERIFF will provide at least monthly,
28 or more frequently as agreed upon by SHERIFF and EXECUTIVE

1 **Article 3. REGULAR SERVICES BY COUNTY: (Continued)**

2 OFFICER, reports summarizing the law enforcement activities that relate to
3 the AUTHORITY. Reports shall include, but are not limited to, information
4 on date, time, duration, location and actions taken on incidents on the
5 Public Transit System to which SHERIFF responded or that were reported
6 to SHERIFF. SHERIFF and EXECUTIVE OFFICER or their designees will
7 confer on a weekly basis, or more frequently as agreed upon by SHERIFF
8 and EXECUTIVE OFFICER, regarding the Transit Police Service Unit's
9 activities. Additionally, SHERIFF and EXECUTIVE OFFICER or their
10 designees, will meet annually to develop an Annual Work Plan. The Annual
11 Work Plan shall include, but is not limited to, deployment schedule, crime
12 trends, and future strategies to address the purposes of enhancing public
13 safety, preventing crime, detecting criminal activity, and working with the
14 homeless and mentally ill. A copy of the Annual Work Plan will be filed with
15 each agency's Contract Administrator.

16 E. The level of service to be provided by SHERIFF, for the period July 1, 2020
17 through June 30, 2021, is set forth in Attachment C and incorporated herein
18 by this reference.

19 F. With respect to the regulations of the Orange County Taxicab
20 Administration Program (OCTAP) which is administered through the
21 AUTHORITY for approximately thirty-four (34) incorporated cities, SHERIFF
22 shall receive applications for OCTAP permits pursuant to said regulations,
23 and SHERIFF's staff assigned to provide services to AUTHORITY shall
24 complete investigations relating to such applications. Said investigations
25 shall be forwarded to OCTAP Administrator within the established timeline.
26 SHERIFF shall designate a SHERIFF's employee assigned to provide
27 contracted services to AUTHORITY as the representative to the OCTAP
28 Public Safety Committee. COUNTY shall not provide any advisory,

Article 3. REGULAR SERVICES BY COUNTY: (Continued)

administrative, hearing or litigation attorney support or services related to the issuance of permits. COUNTY shall not provide any administrative or investigatory services related to the permits, except the investigations relating to initial applications for which this subsection provides.

G. With the limitations set forth below, SHERIFF, on behalf of COUNTY, and EXECUTIVE OFFICER, on behalf of AUTHORITY, are authorized to execute written amendments to this Agreement to increase or decrease the level of service set forth in Attachment C, when SHERIFF and EXECUTIVE OFFICER mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Agreement shall concomitantly increase or decrease the cost of services payable by AUTHORITY set forth in Attachment D and incorporated herein by this reference, and the Maximum Obligation of AUTHORITY's set forth in Subarticle 7-B, in accordance with the current year's COUNTY law enforcement cost study. SHERIFF and EXECUTIVE OFFICER shall file copies of any such amendments to this Agreement with the Clerk of COUNTY's Board of Supervisors and ORANGE COUNTY TRANSPORTATION AUTHORITY. Amendments to this Agreement executed by SHERIFF and EXECUTIVE OFFICER may not, in the aggregate, increase or decrease the cost of services payable by AUTHORITY by more than one percent (1%) of the total cost originally set forth in Attachment D and the Maximum Obligation originally set forth in Subarticle 7-B.

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Article 4. SPECIAL SERVICES BY COUNTY:

A. At the request of AUTHORITY, SHERIFF, in SHERIFF’s sole discretion, may provide enhanced patrol, security, or other law enforcement services. The type, time and place of said services shall be agreed upon by SHERIFF and EXECUTIVE OFFICER. SHERIFF shall determine personnel and equipment needed for such services, and shall provide an initial estimate of personnel and equipment costs to AUTHORITY. If such services are in addition to the level of services listed in Attachment C of this Agreement, AUTHORITY shall reimburse COUNTY for such services at an amount computed by SHERIFF, based upon the most current COUNTY law enforcement cost study. SHERIFF shall bill AUTHORITY immediately after said special services are rendered.

B. SHERIFF will provide three (3) canines for bomb detection services. AUTHORITY shall reimburse COUNTY for the premium pay, overtime, and associated benefit costs and services and supplies for the Deputy Sheriff IIs designated as the canine handlers. Such cost are included in the Firm, Fixed Total Cost as provided in Subarticle 7-D.

C. In accordance with Subarticle 4-A, SHERIFF will provide enhanced patrol, security, or other law enforcement services using specialized resources including, but not limited to, the Mounted Enforcement Unit to property owned by AUTHORITY and as identified in Attachment D, and incorporated herein by this reference, and which may be amended from time to time. Authorization for amendment of the attachment is provided in Subarticle 11-B. Such costs are included in the Firm, Fixed Total Cost as provided in Subarticle 7-D.

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1 **Article 5. RESPONSIBILITIES OF AUTHORITY:**

2 A. AUTHORITY will provide all facilities and equipment reasonably necessary
3 to carry out services authorized in this Agreement.

4 B. AUTHORITY will permit SHERIFF to have exclusive use of up to eighteen
5 (18) vehicles owned by AUTHORITY, to carry out services authorized in this
6 Agreement. AUTHORITY shall be responsible for fuel and maintenance
7 costs of the vehicles. At its own expense, AUTHORITY will promptly
8 replace with an equivalent vehicle, any vehicle that has become unusable.

9 **Article 6. PERMITTING SERVICES BY AUTHORITY:**

10 Upon receipt from COUNTY of investigations of applications for permits
11 referred to in Subarticle 3-F of this Agreement, OCTAP Administrator shall
12 determine whether to grant or deny the permits and will issue the permits or
13 notify the applicants of denial. AUTHORITY shall provide all attorney services
14 related to the granting, denial, revocation and administration of said permits
15 and the enforcement of any regulations pertaining to said permits.

16 **Article 7. PAYMENT:**

17 A. AUTHORITY agrees to pay COUNTY the costs of performing the services
18 mutually agreed upon in this Agreement. The cost of services includes
19 salaries, wages, benefits, services, supplies, equipment, training, divisional,
20 departmental and COUNTY General overhead.

21 B. Unless the level of service set forth in Attachment C is increased or
22 decreased, the Total Cost of Services (Maximum Obligation) to be provided
23 by SHERIFF for the period July 1, 2020 through June 30, 2021, shall be
24 \$10,153,040 as set forth in Attachment D.

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

Article 7. PAYMENT: (Continued)

billings will be adjusted accordingly at the end of the fiscal year.

C. If additional services are provided pursuant to Subarticle 4-A and 4-C that are not listed in Article 3, including, but not limited to additional patrol, security, or other law enforcement services provided pursuant to Subarticle 4-A and 4-C, or if any equipment is provided that is reasonably necessary for carrying out the services in this Agreement and was not included in the cost calculations used to determine the cost of service set forth in Subarticle 7-B, COUNTY shall furnish these services and equipment to AUTHORITY on a time and expense basis. COUNTY shall also provide the services pursuant to Subarticle 4-B. AUTHORITY's maximum cumulative payment obligation for these additional services or equipment, and for the services provided pursuant to Subarticle 4-B for the period from July 1, 2020 through June 30, 2021, shall be \$307,207 and are included in the Firm, Fixed Total Cost as set forth in Attachment D. COUNTY shall not be required to provide additional services and/or equipment costing more than \$307,207 annually. COUNTY may also provide additional services in support of Transit Security Grant Funds. AUTHORITY's maximum cumulative payment obligation for these additional services for the period from July 1, 2020 through June 30, 2021 shall be \$110,000 and are included in the Firm, Fixed Total Cost in Attachment D.

COUNTY may also provide additional services in support of Angel Express Grant Funds. AUTHORITY's maximum cumulative payment obligation for these additional services for the period from July 1, 2020 through June 30, 2021 shall be \$26,700 and are included in the Firm, Fixed Total Cost in Attachment D.

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1 **Article 7. PAYMENT: (Continued)**

2 D. Unless AUTHORITY is required to pay for increases as set forth in
3 Subarticle 7-K, the Firm, Fixed Total Cost to AUTHORITY for services
4 described in Articles 3 and 4 of this Agreement during the period from
5 July 1, 2020 through June 30, 2021 is \$10,596,947 as set forth in
6 Attachment D. The Firm, Fixed Cost of \$10,596,947 includes all amounts
7 payable to COUNTY for its subcontractors, leases, materials and costs
8 arising from, or due to, termination of this Agreement. However, if the
9 parties, by mutual agreement, change the number or type of personnel to be
10 provided by COUNTY, as authorized in Article 3, or the maximum
11 obligations to provide and pay for special services
12 and equipment, set forth in Subarticle 7-C , then the Firm, Fixed Total Cost
13 due from AUTHORITY will change accordingly.

14 E. The Firm, Fixed Total Cost to AUTHORITY for services provided for the 12-
15 month periods commencing July 1, 2021, 2022, 2023, and 2024, will be
16 determined annually by COUNTY and approved by AUTHORITY. Each
17 fiscal year, COUNTY shall submit to AUTHORITY in writing a recommended
18 level of service for the following fiscal year. AUTHORITY shall remit to
19 COUNTY, in writing, its response to the recommended level of service. If
20 the parties are unable to agree by June 30 of any fiscal year on the level of
21 service to be provided by COUNTY to AUTHORITY or on the amount to be
22 paid by AUTHORITY for services to be provided by COUNTY for the
23 following fiscal year, this Agreement will terminate as of September 30 of
24 the following fiscal year. If the parties do not agree by June 30 on the level
25 of service and cost of services for the following fiscal year, between July 1
26 and September 30 of the following fiscal year, COUNTY will provide the
27 same level of service as was provided in the preceding fiscal year and
28 AUTHORITY shall be obligated to pay the full costs of such services.

1 **Article 7. PAYMENT: (Continued)**

2 F. COUNTY shall invoice AUTHORITY monthly for one-twelfth (1/12) of the
3 amount obtained by subtracting any amounts owing for additional services,
4 as described in Subarticle 7-B. The monthly invoice may also include credits
5 due to AUTHORITY for positions which were vacant and for which services
6 were not otherwise provided.

7 G. AUTHORITY shall pay COUNTY in accordance with COUNTY Board of
8 Supervisors' approved County Billing Policy, which is attached hereto as
9 Attachment F and incorporated herein by reference.

10 H. COUNTY shall charge AUTHORITY late payment penalties in accordance
11 with COUNTY Billing Policy.

12 I. As reimbursement for the costs of providing fingerprinting services,
13 COUNTY shall retain all fees for fingerprinting by SHERIFF's staff paid by
14 applicants for the permits described in Subarticle 3-F .

15 J. In the sole discretion of SHERIFF, COUNTY may utilize employees
16 classified as Extra Help to provide services described in Articles 3 and 4.

17 K.1. At the time this Agreement is executed, there may be unresolved issues
18 pertaining to potential changes in salaries and benefits for COUNTY
19 employees. The cost of such potential changes are not included in the
20 Fiscal Year 2020-21 costs set forth in Subarticles 7-B and 7-C nor in the
21 FY 2020-21, Firm, Fixed Total Cost to the AUTHORITY set forth in
22 Subarticle 7-D of this Agreement. If the changes result in the COUNTY
23 incurring or becoming obligated to pay for increased costs for or on account
24 of personnel whose costs are included in the calculations of costs charged
25 to AUTHORITY hereunder, AUTHORITY shall pay COUNTY, in addition to
26 the Firm, Fixed Total Cost set forth in Subarticle 7-D of this Agreement, the
27 full costs of said increases to the extent such increases are attributable to
28 work performed by such personnel after July 1, 2020, and AUTHORITY's

1 **Article 7. PAYMENT: (Continued)**

2 Firm, Fixed Total Cost hereunder shall be deemed to have increased
3 accordingly. AUTHORITY shall pay COUNTY in full for such increases on a
4 pro-rata basis over the portion of the period between July 1, 2020 and June
5 30, 2021 remaining after COUNTY notifies the AUTHORITY that increases
6 are payable. If the changes result in the COUNTY incurring or becoming
7 obligated to pay for decreased costs for or on account of personnel whose
8 costs are included in the calculations of costs charged to the AUTHORITY
9 hereunder, COUNTY shall reduce the amount owed by the AUTHORITY to
10 the extent such decreases are attributable to work performed by such
11 personnel during the period July 1, 2020 through June 30, 2021, and the
12 AUTHORITY's Firm, Fixed Total Cost hereunder shall be deemed to have
13 decreased accordingly. COUNTY shall reduce required payment by the
14 AUTHORITY in full for such decreases on a pro-rata basis over the portion
15 of the period July 1, 2020 through June 30, 2021 remaining after COUNTY
16 notifies the AUTHORITY that the Firm Fixed Total Cost has decreased.

17 K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle
18 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level
19 of service provided to AUTHORITY pursuant to Subarticle 3-E of this
20 Agreement to a level that will make the Firm, Fixed Total Cost to
21 AUTHORITY between July 1, 2020 and June 30, 2021 an amount specified
22 by AUTHORITY that is equivalent to or higher than the Firm, Fixed Total
23 Cost set forth in Subarticle 7-D for said period, at the time this Agreement
24 was executed. The purpose of such adjustment of service levels will be to
25 give AUTHORITY the option of keeping its Firm, Fixed Total Cost for said
26 period at the pre-increase level or at any other higher level specified by
27 AUTHORITY. In the event of such reduction in level of service and
28 adjustment of costs, the parties shall execute an amendment to this

1 **Article 7. PAYMENT: (Continued)**

2 Agreement so providing. Decisions about how to reduce the level of service
3 provided to AUTHORITY will be made by SHERIFF with the approval of
4 AUTHORITY.

5 **Article 8. NOTICES:**

6 A. Except for the notices provided for in Subarticle B of this Article, all notices
7 authorized or required by this Agreement shall be effective when written and
8 deposited in the United States mail, first class postage prepaid and
9 addressed as follows:

10 **AUTHORITY:** ATTN: CONTRACTS ADMINISTRATION AND
11 MATERIALS MANAGEMENT DEPARTMENT
12 ORANGE COUNTY TRANSPORTATION AUTHORITY
13 550 SOUTH MAIN STREET
14 P.O. BOX 14184
15 ORANGE CA 92613

16 **COUNTY:** ATTN: LAW ENFORCEMENT CONTRACT MANAGER
17 SHERIFF-CORONER DEPARTMENT
18 320 NORTH FLOWER STREET, SUITE 108
19 SANTA ANA CA 92703

20 B. Termination notices shall be effective when written and deposited in the
21 United States mail, certified, return receipt requested and addressed as
22 above.

23 **Article 9. STATUS OF COUNTY:**

24 COUNTY is, and shall at all times be deemed to be, an independent contractor.
25 Nothing herein contained shall be construed as creating the relationship of
26 employer and employee, or principal and agent, between AUTHORITY and
27 COUNTY or any of COUNTY's agents or employees. COUNTY and its
28 SHERIFF shall retain all authority for rendition of services, standards of

1 **Article 9. STATUS OF COUNTY: (Continued)**

2 performance, control of personnel, and other matters incident to the
3 performance of services by COUNTY pursuant to this Agreement. COUNTY,
4 its agents and employees shall not be entitled to any rights or privileges of
5 AUTHORITY employees and shall not be considered in any manner to be
6 AUTHORITY employees.

7 **Article 10. AUDIT AND INSPECTION OF RECORDS:**

8 A. COUNTY shall provide AUTHORITY, the U.S. Department of Transportation
9 (DOT), the Comptroller General of the United States, or other agents of
10 AUTHORITY, such access to COUNTY's accounting books, records, payroll
11 documents and facilities of the COUNTY which are directly pertinent to this
12 Agreement for the purposes of examining, auditing and inspecting all
13 accounting books, records, work data, documents and activities related
14 hereto. COUNTY shall maintain such books, records, data and documents
15 in accordance with generally accepted accounting principles and shall
16 clearly identify and make such items readily accessible to such parties
17 during COUNTY's performance hereunder and for a period of four (4) years
18 from the date of final payment by AUTHORITY. AUTHORITY's right to audit
19 books and records directly related to this Agreement shall also extend to all
20 first-tier subcontractors (any subcontractor providing services for this
21 Agreement under direct contract with COUNTY) identified in this Agreement.
22 COUNTY shall permit any of the foregoing parties to reproduce documents
23 by any means whatsoever or to copy excerpts and transcriptions as
24 reasonably necessary.

25 B. Pursuant to Government Code Section 8546.7, AUTHORITY and COUNTY
26 shall be subject to examination and audit by the State Auditor for a period of
27 three years after final payment by AUTHORITY to COUNTY under this
28 Agreement. AUTHORITY shall retain all records relating to the performance

1 **Article 10. AUDIT AND INSPECTION OF RECORDS: (Continued)**

2 of this Agreement for said three-year period, except those records
3 pertaining to any audit then in progress, or any claim or litigation, which shall
4 be retained beyond said three-year period, until final resolution of said audit,
5 claim or litigation. COUNTY shall retain all records relating to the
6 performance of this Agreement in accordance with Subarticle A of this
7 Article, except those records pertaining to any audit then in progress, or any
8 claim or litigation, which shall be retained until final resolution of said audit,
9 claim or litigation.

10 **Article 11. ALTERATION OF TERMS:**

- 11 A. This Agreement, including the Attachments hereto, fully expresses all
12 understanding of AUTHORITY and COUNTY with respect to the subject
13 matter of this Agreement, and shall constitute the total Agreement between
14 the parties for these purposes. No addition to, or alteration of, the terms of
15 this Agreement shall be valid unless made in writing, formally approved and
16 executed by duly authorized agents of both parties.
- 17 B. The SHERIFF, on behalf of COUNTY, and the EXECUTIVE OFFICER, on
18 behalf of AUTHORITY are authorized to execute amendments to add new
19 locations to Attachment E.

20 **Article 12. INDEMNIFICATION:**

- 21 A. COUNTY and its elected and appointed officials, officers, agents,
22 employees, subcontractors and independent contractors shall not be
23 deemed to have assumed any liability for the negligence or any other act or
24 omission of AUTHORITY or any of its officers, agents, employees,
25 subcontractors or independent contractors or of non-COUNTY security
26 personnel located at AUTHORITY facilities or on AUTHORITY buses and
27 other vehicles, or for any dangerous or defective condition of any work or
28 property of AUTHORITY, or for any illegality or unconstitutionality of

1 **Article 12. INDEMNIFICATION: (Continued)**

2 AUTHORITY's rules, regulations or ordinances. AUTHORITY shall
3 indemnify and hold harmless COUNTY and its elected and appointed
4 officials, officers, agents, employees, subcontractors and independent
5 contractors from any claim or liability whatsoever based or asserted upon
6 the condition of any work or property of AUTHORITY, or upon the illegality
7 or unconstitutionality of any rule, regulation or ordinance of AUTHORITY
8 that SHERIFF has enforced, or upon any act or omission of AUTHORITY or
9 its elected and appointed officials, officers, agents, employees,
10 subcontractors or independent contractors, or of non-COUNTY security
11 personnel located at AUTHORITY facilities or on Authority buses or other
12 vehicles, related to this Agreement, including, but not limited to, any act or
13 omission related to the maintenance or condition of any vehicle or
14 motorcycle that is owned or possessed by AUTHORITY and used by
15 COUNTY personnel in the performance of this Agreement, for property
16 damage, bodily injury or death or any other element of damage of any kind
17 or nature, and AUTHORITY shall defend at its expense including attorney
18 fees and with counsel approved in writing by COUNTY, COUNTY and its
19 elected and appointed officials, officers, agents, employees, subcontractors
20 and independent contractors in any legal action or claim of any kind based
21 upon such condition of work or property, or illegality or unconstitutionality of
22 rule, regulation or ordinance, or alleged acts or omissions. AUTHORITY
23 shall purchase adequate levels of insurance and/or maintain substantial and
24 proper liability reserves in order to honor potential claims and judgments. If
25 judgment is entered against AUTHORITY and COUNTY by a court of
26 competent jurisdiction because of the concurrent active negligence of either
27 party, AUTHORITY and COUNTY agree that liability will be apportioned as
28 determined by the court. Neither party shall request a jury apportionment.

1 **Article 12. INDEMNIFICATION: (Continued)**

2 B. COUNTY shall indemnify and hold harmless AUTHORITY, and its elected
3 and appointed officials, officers, agents, employees, subcontractors and
4 independent contractors from any claim or liability whatsoever based or
5 asserted upon any act or omission of COUNTY, its elected and appointed
6 officials, officers, agents, employees, subcontractors or independent
7 contractors related to this Agreement, for property damage, bodily injury or
8 death or any other element of damage of any kind or nature, and COUNTY
9 shall defend at its expense including attorney fees, AUTHORITY and its
10 elected and appointed officials, officers, agents, employees, subcontractors
11 and independent contractors in any legal action or claim of any kind based
12 upon such alleged acts or omissions. COUNTY shall purchase adequate
13 levels of insurance and/or maintain substantial and proper liability reserves
14 in order to honor potential claims and judgments.

15 C. AUTHORITY shall provide COUNTY annually a certificate of self-insurance
16 evidencing coverage for liability and workers' compensation.

17 COUNTY shall provide AUTHORITY annually a certificate of self-insurance
18 evidencing coverage for liability and workers' compensation.

19 D. COUNTY shall be responsible for any damage caused to AUTHORITY
20 vehicles used by COUNTY under this Agreement as a result of a vehicular
21 collision. COUNTY shall not be responsible for property damage not related
22 to vehicle collisions which may result from theft, vandalism or expected
23 general operating use of AUTHORITY vehicles. Such responsibility shall
24 not extend to any damage to AUTHORITY vehicles caused by any
25 maintenance related issue associated with said vehicles. COUNTY
26 reserves the right to subrogate against the responsible party to recover
27 expenses paid to AUTHORITY.

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1 **Article 13. MOBILE DATA COMPUTERS:**

2 A. As part of the law enforcement services to be provided to AUTHORITY,
3 COUNTY has provided, or will provide, mobile data computers (hereinafter
4 called "MDCs") that are or will be mounted in patrol vehicles designated by
5 COUNTY for use within AUTHORITY limits.

6 B. SHERIFF has the exclusive right to use said MDCs for law enforcement
7 services related to this Agreement.

8 C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the
9 acquisition and installation of MDCs that are or will be mounted in patrol
10 vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B,
11 and b) recurring costs, as deemed necessary by COUNTY, including the
12 costs of maintenance and contributions to a fund for replacement and
13 upgrade of such MDCs when they become functionally or technologically
14 obsolete.

15 The costs to be paid by AUTHORITY for recurring costs, including
16 maintenance and replacement/upgrade of MDCs, are included in the costs
17 set forth in Attachment D and the Maximum Obligation of AUTHORITY set
18 forth in Subarticle 7-B of this Agreement unless AUTHORITY has already
19 paid such costs. AUTHORITY shall not be charged additional amounts for
20 maintenance or replacement/upgrade of said MDCs during the period July
21 1, 2020 through June 30, 2021.

22 D. If, following the initial acquisition of MDCs referenced above, AUTHORITY
23 requires MDCs for additional patrol cars designated for use in the
24 AUTHORITY, COUNTY will purchase said additional MDCs. Upon demand
25 by COUNTY, AUTHORITY will pay to COUNTY a) the full costs of
26 acquisition and installation of said additional MDC's, and b) the full recurring
27 costs for said MDCs, as deemed necessary by COUNTY, including the
28 costs of maintenance, and contributions to a fund for replacement and

1 **Article 13. MOBILE DATA COMPUTERS: (Continued)**

2 upgrade of such MDCs when they become functionally or technologically
3 obsolete. Said costs related to additional MDCs are not included in, and are
4 in addition to, the costs set forth in Attachment D and the Maximum
5 Obligation of AUTHORITY set forth in Subarticle 7-B of this Agreement.

6 E. COUNTY will replace and/or upgrade MDCs as needed. The costs of
7 replacing/upgrading MDCs shall be paid by COUNTY from the replacement/
8 upgrade funds to be paid by AUTHORITY in accordance with the foregoing.
9 AUTHORITY shall not be charged any additional charge to replace or
10 upgrade MDCs.

11 **Article 14. PATROL VIDEO SYSTEM:**

12 A. As part of the law enforcement services to be provided to AUTHORITY,
13 COUNTY has provided, or will provide, patrol video systems (hereinafter
14 called "PVS") that are or will be mounted in patrol vehicles designated by
15 COUNTY for use within AUTHORITY service area.

16 B. SHERIFF has the exclusive right to use said PVS for law enforcement
17 services related to this Agreement.

18 C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the
19 acquisition and installation of Patrol Video Systems (PVS) that are or will be
20 mounted in patrol vehicles owned by AUTHORITY provided in accordance
21 with Subarticle 5-B, and b) recurring costs, as deemed necessary by
22 COUNTY, including the costs of maintenance and contributions to a fund for
23 replacement and upgrade of such PVS when they become functionally or
24 technologically obsolete.

25 The costs to be paid by AUTHORITY for recurring costs, including
26 maintenance and replacement/upgrade of PVS, are included in the costs
27 set forth in Attachment D and the Maximum Obligation of AUTHORITY set
28 forth in Subarticle 7-B of this Agreement unless AUTHORITY has already

1 **Article 14. PATROL VIDEO SYSTEM: (Continued)**

2 paid such costs. AUTHORITY shall not be charged additional amounts for
3 maintenance or replacement/upgrade of said PVS during the period July 1,
4 2020 through June 30, 2021.

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

16 **Article 15. DISPUTES:**

17 This Agreement shall be construed and all disputes hereunder shall be settled
18 in accordance with the laws of the State of California. Pending final resolution
19 of a dispute hereunder, COUNTY shall proceed diligently with the performance
20 of this Agreement and in accordance with AUTHORITY's instructions, provided
21 AUTHORITY continues to pay COUNTY, in full, for said continued
22 performance.

23 **Article 16. ASSIGNMENTS AND SUBCONTRACTING:**

24 Neither this Agreement nor any interest herein nor claim hereunder may be
25 assigned by COUNTY either voluntarily or by operation of law, nor may all or
26 any part of this Agreement be subcontracted by COUNTY, without the prior
27 written consent of AUTHORITY. Consent by AUTHORITY shall not be deemed
28 to relieve COUNTY of its obligations to comply fully with all terms and

1 **Article 16. ASSIGNMENTS AND SUBCONTRACTING: (Continued)**

2 conditions of this Agreement.

3 **Article 17. FEDERAL, STATE AND LOCAL LAWS:**

4 COUNTY and AUTHORITY warrant that in the performance of this Agreement,
5 the parties shall comply with all applicable Federal, State and local laws,
6 statutes and ordinances and all lawful orders, rules and regulations
7 promulgated thereunder.

8 **Article 18. EQUAL EMPLOYMENT OPPORTUNITY:**

9 In connection with its performance under this Agreement, COUNTY shall not
10 discriminate against any employee or applicant for employment because of
11 race, religion, color, sex, age or national origin. COUNTY shall take
12 appropriate actions to ensure that applicants are employed, and that
13 employees are treated during their employment, without regard to their race,
14 religion, color, sex, age or national origin. Such actions shall include, but not
15 be limited to, the following: employment, upgrading, demotion or transfer;
16 recruitment or recruitment advertising; layoff or termination; rates of pay or
17 other forms of compensation; and selection for training, including
18 apprenticeship.

19 **Article 19. COUNTY PROHIBITED INTERESTS:**

20 A. COUNTY covenants that, for the term of this Agreement, no director,
21 member, officer or employee of AUTHORITY during his/her tenure in office
22 or for one (1) year thereafter, shall have any interest, direct or indirect, in
23 this Agreement or the proceeds thereof.

24 B. No member of or delegate to, the Congress of the United States shall have
25 any interest, direct or indirect, in this Agreement or to the benefits thereof.

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1 **Article 20. FORCE MAJEURE:**

2 Either party shall be excused from performing its obligations under this
3 Agreement during the time and to the extent that it is prevented from
4 performing by a cause beyond its control, including, but not limited to: any
5 incidence of fire, flood or strike; acts of God; commandeering of materiel,
6 products, plants or facilities by the Federal, State or local government; national
7 fuel shortage; or a material act of omission by the other party; when satisfactory
8 evidence of such cause is presented to the other party, and provided further
9 that such non-performance is unforeseeable, beyond the control, and is not due
10 to the fault or negligence of the party not performing.

11 **Article 21. CIVIL RIGHTS ASSURANCE:**

12 During the performance of this Agreement, COUNTY, for itself, its assignees
13 and successors in interest agree as follows:

14 A. Compliance with Regulations: COUNTY shall comply with the Regulations
15 relative to nondiscrimination in federally assisted programs of the
16 Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal
17 Regulations, Part 21, as they may be amended from time to time,
18 (hereinafter referred to as the Regulations), which are herein incorporated
19 by reference and made a part of this Agreement.

20 B. Nondiscrimination: COUNTY, with regard to the work performed by it during
21 the Agreement, shall not discriminate on the grounds of race, color, or
22 national origin in the selection and retention of subcontractors, including
23 procurements of materials and leases of equipment. The COUNTY shall not
24 participate either directly or indirectly in the discrimination prohibited by
25 Section 21.5 of the Regulations, including employment practices when the
26 Agreement covers a program set forth in Appendix C of the Regulations.

27 C. Solicitations for Subcontracts, Including Procurement of Materials and
28 Equipment: In all solicitations either by competitive bidding or negotiation

1 **Article 21. CIVIL RIGHTS ASSURANCE: (Continued)**

2 made by the COUNTY for work to be performed under a subcontract under
3 this Agreement, including procurements of materials or leases of equipment,
4 each potential subcontractor or supplier shall be notified by the COUNTY of
5 the COUNTY's obligations under this Agreement and the Regulations
6 relative to nondiscrimination on the grounds of race, color, or national origin.

7 D. Information and Reports: COUNTY shall provide all information and reports
8 required by the Regulations or directives issued pursuant thereto, and shall
9 permit access to its books, records, accounts, other sources of information
10 and its facilities as may be determined by the AUTHORITY to be pertinent
11 to ascertain compliance with such Regulations, orders and instructions.
12 Where any information required of a COUNTY is in the exclusive
13 possession of another who fails or refuses to furnish this information the

14 COUNTY shall so certify to the AUTHORITY as appropriate, and shall
15 set forth what efforts it has made to obtain the information.

16 E. Sanctions for Noncompliance: In the event of the COUNTY's
17 noncompliance with nondiscrimination provisions of this Agreement, the
18 AUTHORITY shall impose Agreement sanctions as it may determine to be
19 appropriate, including, but not limited to:

- 20 1. Withholding of payments to the COUNTY under the Agreement until the
21 COUNTY complies; and/or
- 22 2. Cancellation, termination, or suspension of the Agreement, in whole or in
23 part if the COUNTY fails to comply.

24 AUTHORITY will promptly provide written notice to COUNTY if
25 AUTHORITY believes that COUNTY is noncompliant.

26 F. Title VI of the Civil Rights Act. In determining the types of property or
27 services to acquire, no person in the United States shall, on the grounds of
28 race, color, or national origin, be excluded from participation in, be denied

1 **Article 21. CIVIL RIGHTS ASSURANCE: (Continued)**

2 the benefits of, or otherwise be subjected to discrimination under any
3 program or activity receiving Federal financial assistance in violation of Title
4 VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et
5 seq. and DOT regulations, "Nondiscrimination in Federally Assisted
6 Programs of the Department of Transportation—Effectuation of Title VI of
7 the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular
8 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-
9 13-07, provides FTA guidance and instructions for implementing DOT's Title
10 VI regulations.

11 The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C.
12 Sections 12101 et seq., prohibits discrimination against qualified individuals
13 with disabilities in all programs, activities, and services of public entities, as
14 well as imposes specific requirements on public and private providers of
15 transportation.

16 G. Incorporation of Provisions: COUNTY shall include the provisions of
17 paragraphs (A) through (F) in every subcontract under this Agreement,
18 including procurements of materials and leases of equipment, unless
19 exempt by the Regulations, or directives issued pursuant thereto. The
20 COUNTY shall take such action with respect to any subcontract or
21 procurement as the AUTHORITY may direct as a means of enforcing such
22 provisions including sanctions for noncompliance. Provided, however, that in
23 the event a COUNTY becomes involved in, or is threatened with, litigation
24 with a subcontractor or supplier as a result of such direction, the COUNTY
25 may request the AUTHORITY to enter into such litigation to protect the
26 interests of the AUTHORITY, and, in addition, the COUNTY may request
27 the United States to enter into such litigation to protect the interests of the
28 United States.

1 **Article 22. ALCOHOL AND DRUG POLICY:**

2 A. COUNTY agrees to establish and implement an alcohol and drug program
3 that complies with 41 U.S.C sections 701 -707, (the Drug Free Workplace
4 Act of 1988), which is attached to this Agreement as Attachment G, and
5 produce any documentation necessary to establish its compliance with
6 sections 701-707.

7 B. Failure to comply with this Article may result in nonpayment or termination of
8 this Agreement.

9 **Article 23. PRIVACY ACT:**

10 COUNTY shall comply with, and assures the compliance of its employees with,
11 the information restrictions and other applicable requirements of the Privacy Act
12 of 1974, 5 U.S.C. §552a. Among other things, COUNTY agrees to obtain the
13 express consent of the Federal Government before the COUNTY or its
14 employees operate a system of records on behalf of the Federal Government.

15 COUNTY understands that the requirements of the Privacy Act, including the
16 civil and criminal penalties for violation of that Act, apply to those individuals
17 involved, and that failure to comply with the terms of the Privacy Act may result
18 in termination of the underlying Agreement.

19 **Article 24. INCORPORATION OF FTA TERMS:**

20 To the extent applicable, all contractual provisions required by Department of
21 Transportation (DOT), whether or not expressly set forth in this document, as
22 set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended,
23 are hereby incorporated by reference. Anything to the contrary herein
24 notwithstanding, all FTA mandated terms shall be deemed to control in the
25 event of a conflict with other provisions contained in this Agreement. COUNTY
26 shall not perform any act, fail to perform any act, or refuse to comply with any
27 requests, which would cause AUTHORITY to be in violation of the FTA terms
28 and conditions.

1 **Article 25. FEDERAL CHANGES:**

2 COUNTY shall at all times comply with all applicable FTA regulations, policies,
3 procedures and directives, including without limitation those listed directly or by
4 reference in the agreement between the AUTHORITY and FTA, as they may be
5 amended or promulgated from time to time during this Agreement. COUNTY's
6 failure to comply shall constitute a material breach of Agreement. AUTHORITY
7 will promptly provide written notice to COUNTY of any applicable FTA
8 regulations, policies, procedures and directives adopted, amended or
9 promulgated during this Agreement.

10 **Article 26. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

11 AUTHORITY and COUNTY acknowledge and agree that, notwithstanding any
12 concurrence by the Federal Government in or approval of the solicitation or
13 award of the underlying Agreement, absent the express written consent by the
14 Federal Government, the Federal Government is not a party to this Agreement
15 and shall not be subject to any obligations or liabilities to the AUTHORITY,
16 COUNTY, or any other party (whether or not a party to this Agreement)
17 pertaining to any matter resulting from the underlying Agreement. COUNTY
18 agrees to include these requirements in all of its subcontracts under this
19 Agreement.

20 **Article 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

21 **AND RELATED ACTS:**

22 A. COUNTY acknowledges that the provisions of the Program Fraud Civil
23 Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT
24 regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its
25 actions pertaining to this project. Accordingly, by signing this Agreement,
26 COUNTY certifies or affirms the truthfulness and accuracy of any statement
27 it has made, it makes, it may make, or causes to be made, pertaining to the
28 underlying Agreement of the FTA assisted project for which this

Article 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**AND RELATED ACTS: (Continued)**

Agreement's work is being performed. COUNTY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on the COUNTY to the extent the Federal Government deems appropriate.

B. COUNTY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323 (l) et seq. on the COUNTY, to the extent the Federal Government deems appropriate. COUNTY agrees to include this requirement in all of its subcontracts under this Agreement.

Article 28. RECYCLED PRODUCTS

To the extent applicable, COUNTY shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. COUNTY agrees to include this requirement in all of its subcontracts under this Agreement.

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1 **Article 29. CODE OF CONDUCT**

2 COUNTY agrees to comply with the AUTHORITY’s Code of Conduct as it
3 relates to Third Party Agreements which is hereby referenced and by this
4 reference is incorporated herein. COUNTY agrees to include these
5 requirements in all of its subcontracts under this Agreement.

6 **Article 30. DISADVANTAGED BUSINESS ENTERPRISES**

7 This Agreement is subject to Title 49 Code of Federal Regulations (CFR), Part
8 26, entitled “Participation by Disadvantaged Business Enterprises in
9 Department of Transportation Financial Assistance Programs”
10 (Regulations).The Regulations in their entirety are incorporated herein by this
11 reference.

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IN WITNESS WHEREOF, the parties have executed the 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: _____

Chairwoman 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
Orange County, California

BY: *Nick Ash*
Deputy

DATED: 6/3/20

1 applicable state laws or local ordinances while in or upon the said Transit
2 facilities.

3 b. Nothing herein contained in or omitted from these rules and regulations
4 shall be construed to relieve any person from exercising all reasonable care to avoid
5 or prevent injury or damage to persons or property.

6 SECTION 4. Parking Conditions and Regulations Imposed: Erection of Signs.

7 The parking conditions or other regulations hereinafter contained are hereby
8 imposed upon the park and rides, transit centers, and other parking lots owned or
9 operated by the District. Appropriate signs and markers shall be erected or
10 displayed giving notice of such conditions or regulations. Copies of these
11 regulations shall be available at the offices of the Clerk of the District Board of
12 Directors, for the examination by all interested persons.

13 SECTION 5. Permit Parking.

14 When a Transit facility has been designated by appropriate signs requiring a
15 parking permit, no vehicle shall be parked or left standing on said facility unless
16 a valid parking permit, issued by the District, is prominently displayed.

17 SECTION 6. Delineated Parking Spaces.

18 All vehicles parked or left standing on any Transit facility must be positioned
19 so as to be entirely within a marked parking space, and must also be positioned so
20 that the front end of the vehicle is facing the divider and/or the closed end of the
21 parking space. Vehicles shall not be backed into a parking space. Personally owned
22 or commercial vehicles over 20 feet in length shall not be parked in any Transit
23 facility.

24 SECTION 7. No Parking.

25 No person shall park or leave standing any vehicle, attended or unattended, in
26 any drive or area of a Transit facility which has been designated as No Parking.

1 SECTION 8. Parking Time Limit.

2 No vehicle shall be parked or left standing on any Transit facility for more
3 than forty-eight (48) continuous hours. Vehicles parked in violation of this Section
4 are subject to removal.

5 SECTION 9. Parking for Transit Patrons and Carpools or Vanpools.

6 The District's park and ride parking lots shall be used only for the parking of
7 vehicles under the following conditions:

8 a. By patrons of the District when such vehicle is left parked in the lot
9 while the driver thereof is utilizing the bus services available from that location
10 in lieu of driving said private vehicle.

11 b. By members of bona fide carpools or vanpools where members of such
12 carpools or vanpools drive to such parking lot as a place of meeting of the pool
13 membership, and park their vehicles while using the pool car or pool van to commute
14 to and from their destination.

15 SECTION 10. Parking Inoperable Vehicles.

16 No person shall park or leave standing any vehicle for more than 24 continuous
17 hours on any Transit facility unless such vehicle is in a condition to be lawfully
18 operated upon the public highways.

19 SECTION 11. Parking for Sale.

20 No person shall park any vehicle at any Transit facility for the purpose of
21 selling or leasing the vehicle.

22 SECTION 12. Speed Limit.

23 No person shall drive or operate any vehicle on or across any of the drives or
24 parking areas owned or operated by the District at a speed in excess of ten (10)
25 miles per hour.

26 /

1 SECTION 13. Obstruction of Drive Areas.

2 No person shall stop or leave standing any vehicle, attended or unattended, in
3 any drive area of any Transit facility.

4 SECTION 14. Driving Contrary to Barriers, Signs or Markings.

5 No person shall drive or operate a vehicle on any Transit facility contrary to
6 the directions or provisions of any barrier, sign or marking erected by the District,
7 or by any other government agency pursuant to law, or contract with the District, and
8 no unauthorized person shall move, alter or tamper with any such barrier or sign:

9 SECTION 15. Nonresponsibility of District: Loss by Fire, Theft, etc.

10 The District shall not be responsible for loss or damage to any vehicle or any
11 personal property therein, at any Transit facility by reason of fire, theft, or any
12 cause whatsoever. Persons using Transit facilities shall do so at their own risk.

13 SECTION 16. Conditions and Regulations Enforced 24 Hours.

14 The conditions and regulations imposed hereby shall be in effect at all times
15 and shall be enforced twenty-four (24) hours daily.

16 SECTION 17. Violations, Penalties.

17 a. The failure or refusal of any person to comply with any of the conditions
18 or regulations set forth herein shall constitute a violation of Section 21113 of the
19 Vehicle Code of the State of California and shall be punishable as provided in
20 Section 42001 of the Vehicle Code.

21 b. In addition to any other remedies provided by law, any person or vehicle
22 in violation of this ordinance or other District rules and regulations may be removed
23 from the Transit facility.

24 SECTION 18. Enforcement of Rules and Regulations.

25 Peace Officers and District Public Safety Officers are authorized to enforce the
26 ordinance, and any other rules and regulations adopted by the District.

AYES: DIRECTORS: EDGAR, ERSKINE, FARRIS, STANTON

NOES: DIRECTORS: NONE

ABSENT: DIRECTORS: ROTH

IN WITNESS WHEREOF, I have hereunto set my hand and seal this nineteenth day of March, 1990.

PATRICIA B. SCANLAN
CLERK OF THE BOARD
Orange County Transit District

By: *Patricia B. Scanlan*



PATROL AREAS**ATTACHMENT B****OCTA PROPERTY****OCTA Administration Building**

550 & 600 S. Main Street
Orange, CA 92868

ACCESS Assessment Center

319 E. Ball Road
Anaheim, CA 92805

Anaheim Base Operations/Maint

1717 E. Via Burton
Anaheim, CA 92806

Fullerton Park-and-Ride

3000 W. Orangethorpe Avenue
Fullerton, CA 92833
(714) 447-3819

Fullerton Transportation Center

123 S. Pomona
Fullerton, CA 92833

Garden Grove Base Maintenance

11790 Cardinal Circle
Garden Grove, CA 92843

Garden Grove Base Operations/Annex

11800 Woodbury Road
Garden Grove, CA 92843

General Services Warehouse

11911 Woodbury Road
Garden Grove, CA 92843

Goldenwest Transportation Center

7301 Center
Huntington Beach, CA 92647

Irvine Construction Circle Base

16281 Construction Circle West
Irvine, CA 92606

Irvine Sand Canyon Base

14736 Sand Canyon Road
Irvine, CA 92618

Laguna Beach Transportation Center

375 Broadway
Laguna Beach, CA 92651

OCTA PROPERTY (continued)**Laguna Hills Transportation Center**

24282 Calle De Los Caballeros
Laguna Hills, CA 92653

Newport Beach Transportation Center

1550 Avocado Avenue
Newport Beach, CA 92660

OCTAP – (Taxi Inspection)

11903 Woodbury Rd.
Garden Grove, CA 92843

Santa Ana Base Operations/Maint

4301 Mac Arthur Blvd
Santa Ana CA 92704

47 Miles Operating Rail Right of Way

Fullerton to San Diego Line

PATROLLED AS REQUESTED**91 Express Lanes Administration**

180 N Riverview Drive
Suite 290
Anaheim CA 92808

91 Express Lanes Customer Service Center

2275 Sampson
Corona CA 92879-1204

13 Miles Non-Operating Rail Right of Way

ATTACHMENT C

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2020-21
ORANGE COUNTY TRANSIT AUTHORITY (OCTA)
"REGULAR SERVICES BY COUNTY"
(Subarticle 3-E)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.0	
SUPERVISION:			
Sergeant		5.0	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.0	80 hrs./ per two wk. pay period
SECURITY, PATROL AND LAW ENFORCEMENT:			
Deputy Sheriff II	Fixed Route Enforcement	16.0	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Rail	5.0	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	HLO	4.0	each, 80 hrs./ per two wk. pay period
CLERICAL SUPPORT:			
Office Specialist		1.0	80 hrs./ per two wk. pay period
TOTAL		33.0	

ATTACHMENT D

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2020-21
ORANGE COUNTY TRANSIT 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:				
Lieutenant		1.0	\$ 389,145	\$ 389,145
SUPERVISION:				
Sergeant		5.0	\$ 319,688	\$ 1,598,440
Investigator		1.0	\$ 283,796	\$ 283,796
SECURITY, PATROL AND LAW ENFORCEMENT:				
Deputy Sheriff II	Fixed Route Enforcement	16.0	\$ 259,275	\$ 4,148,400
Deputy Sheriff II	Rail	5.0	\$ 259,275	\$ 1,296,375
Deputy Sheriff II	HLO	4.0	\$ 259,275	\$ 1,037,100
CLERICAL SUPPORT:				
Office Specialist		1.0	\$ 98,110	\$ 98,110
TOTAL POSITIONS		33.0		\$ 8,851,366

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; premium pay for bilingual staff, education incentive pay and on-call pay; contract administration; data line charges; dispatch support services; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) acquisition costs for three (3) units, MDC recurring/replacement cost for seventeen (17) units; overtime; patrol training cost allocation; Patrol Video System (PVS) acquisition costs for three (3) units, PVS recurring/replacement cost for eleven (11) units; services and supplies; and transportation charges.

CREDITS:

Credits include: Retirement rate net discount and training reimbursement.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,301,674
TOTAL COST OF SERVICES-MAXIMUM OBLIGATION (Subarticle 7-B)	\$ 10,153,040

SPECIAL SERVICES (Article 7-C):

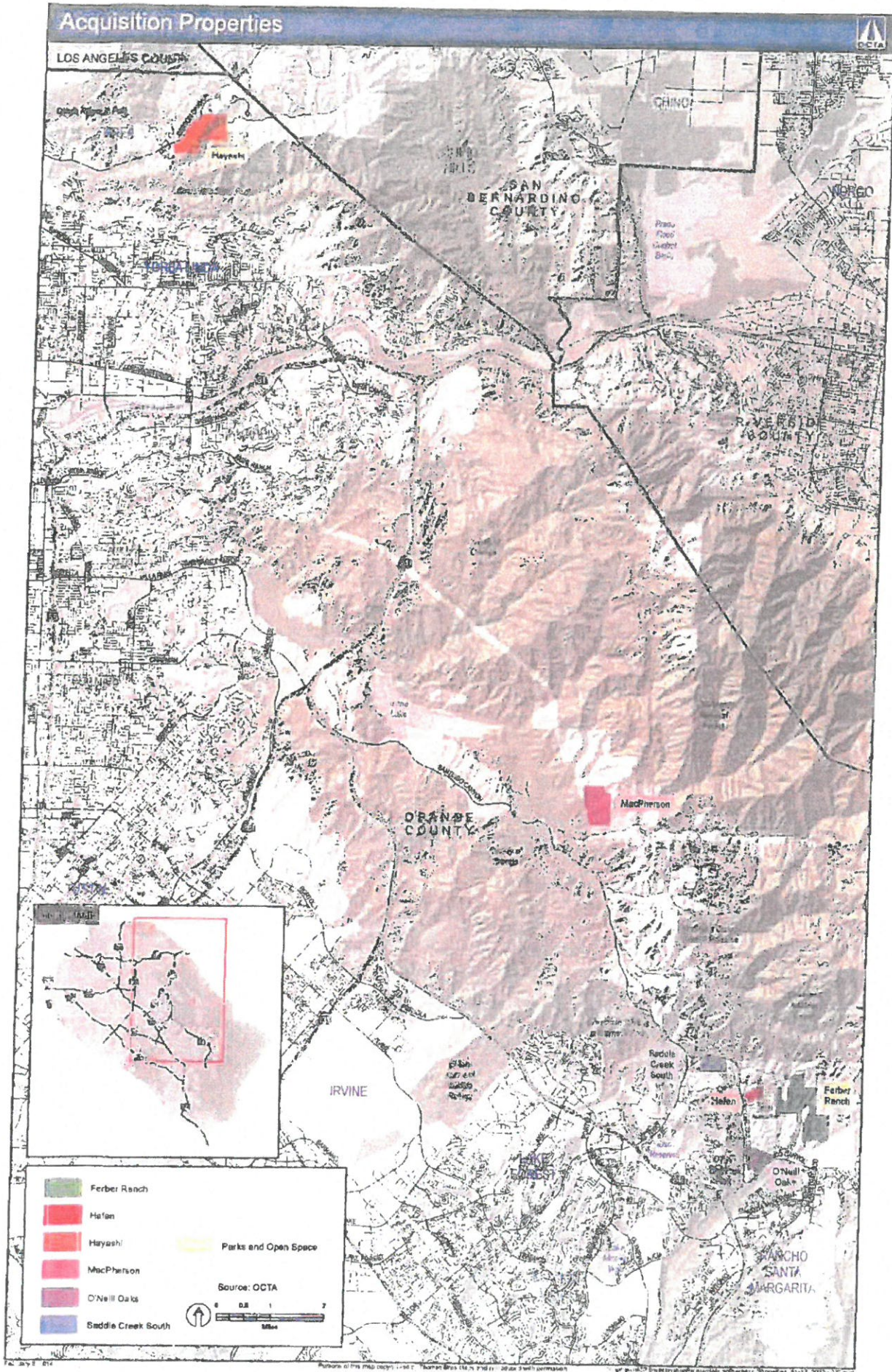
Special Services	Article 4-A, 7-C	Special Enforce. BUS/CTT	\$	89,528
Special Services	Article 4-A, 7-C	Seasonal Law Enforcement	\$	23,179
Canine Units	Article 4-B, 7-C	K9	\$	151,500
Special Services	Article 4-C, 7-C	MEU, Other	\$	43,000
Special Services-Grant	Article 4-A, 7-C	VIPR/CTT	\$	110,000
Special Services-Grant	Article 4-A, 7-C	Angel Express	\$	26,700
TOTAL SPECIAL SERVICES			\$	443,907
TOTAL FIRM, FIXED COSTS (Subarticle 7-D)			\$	10,596,947

PROPERTY OWNED BY OCTA

ATTACHMENT E

February 3, 2014

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ATTACHMENT F**COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992****I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

**DRUG-FREE WORKPLACE ACT OF 1988****THE FEDERAL LAW**

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).