

1 **FIRST AMENDMENT TO FIVE-YEAR AGREEMENT**
2 **BETWEEN THE**
3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
4 **AND THE**
5 **COUNTY OF ORANGE**

6
7 **THIS FIRST AMENDMENT TO AGREEMENT** is entered into this Eighth day of
8 January 2016, which date is enumerated for purposes of reference only, by and
9 between the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter
10 referred to as "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision
11 of the State of California, hereinafter referred to as "COUNTY", to amend, effective
12 April 1, 2016 that certain Agreement between the parties commencing July 1, 2015,
13 hereinafter referred to as the "Agreement".

14 1. Effective April 1, 2016 REGULAR SERVICES BY COUNTY, Article 3 Subsections
15 3-A and 3-B are amended as follows:

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

17 "A. COUNTY, through its Sheriff-Coroner deputies, officers and employees,
18 hereinafter referred to as "SHERIFF", shall render to AUTHORITY selected
19 services as hereinafter provided to the extent said services can reasonably be
20 performed by the law enforcement personnel for which this Agreement
21 provides. Such services shall include being present and assisting city and
22 county police agencies and AUTHORITY in the enforcement of lawful State
23 statutes and the ordinance of AUTHORITY set forth in Attachment A, which is
24 attached hereto and incorporated herein by this reference, at the areas-listed in
25 Attachment B, which is attached hereto and incorporated herein by this
26 reference. In the event, the AUTHORITY updates the areas listed in
27 Attachment B, AUTHORITY's CONTRACTS ADMINISTRATOR on behalf of
28 AUTHORITY and SHERIFF, or her designee, on behalf of COUNTY, have

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

2 authority to execute an amendment of this Agreement to substitute the
3 amended Attachment B hereto, as long as said amendment to this Agreement
4 does not materially change any other provision of this Agreement. The above
5 described service will be provided at the Patrolled As Requested areas only if
6 requested by AUTHORITY's Chief Executive Officer, hereinafter referred to as
7 "EXECUTIVE OFFICER", or his designee, and only to the extent SHERIFF, or
8 SHERIFF'S designee, determines that sufficient personnel described in
9 Subarticle 3-D are available to provide said services.


10 B. As appropriate and as mutually agreed by SHERIFF and EXECUTIVE
11 OFFICER, SHERIFF personnel shall provide security services at the areas
12 listed in Attachment B. Upon learning of a violation occurring on said premises,
13 SHERIFF personnel shall take whatever steps they, in their sole judgment and
14 discretion, deem appropriate to prevent further violations, detain violators
15 and/or notify appropriate police agencies to investigate violations. Such steps
16 may include, but are not necessarily limited to, instructing violators to leave the
17 premises, arresting violators, notifying city or other police agencies of violations
18 so that they may assume jurisdiction, writing reports, and providing information
19 to Federal, State and local agencies. SHERIFF personnel will provide security
20 and other services on AUTHORITY's buses and other vehicles and at the areas
21 listed in Attachment B, as mutually agreed by SHERIFF and EXECUTIVE
22 OFFICER, to the extent that the SHERIFF, or SHERIFF'S designee,
23 determines that sufficient personnel described in Subarticle 3-D are available to
24 provide said services. The provisions of this Agreement are not intended to
25 circumvent or alter the jurisdiction of any local law enforcement agency."

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

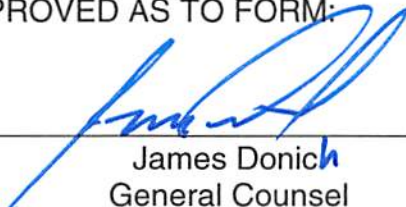
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1 **IN WITNESS WHEREOF**, the parties have executed the FIRST AMENDMENT TO
2 AGREEMENT in the County of Orange, State of California.

3 DATED: 1/27/16
4 ORANGE COUNTY
5 TRANSPORTATION AUTHORITY

6 BY: 
7 Virginia Abadessa
8 Director, Contracts Administration
and Materials Management

APPROVED AS TO FORM:

9 BY: 
10 James Donich
11 General Counsel

12 DATED: _____

13 -----
14 DATED: _____

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

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

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

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

25
26 BY: 
27 Deputy

28 DATED: 1/21/16

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