

**SIXTH AMENDMENT TO AGREEMENT**  
**BETWEEN THE**  
**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND THE**  
**COUNTY OF ORANGE**

**THIS SIXTH AMENDMENT TO AGREEMENT** is entered into this First day of May 2019, 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", to amend, effective July 1, 2019, that certain Agreement between the parties commencing July 1, 2015, hereinafter referred to as the "Agreement".

1. For the period July 1, 2019 through June 30, 2020, REGULAR SERVICES BY COUNTY, Subarticle 3-D is amended to read as follows:

"3-D. The level of service to be provided by SHERIFF, for the period July 1, 2019 through June 30, 2020, is set forth in Attachment F and incorporated in the Agreement by this reference."

2. For the period July 1, 2019 through June 30, 2020, PAYMENT Subarticles 7-B, 7-C and 7-D are amended to read as follows:

"7-B. Unless the level of service set forth in Attachment F is increased or decreased, the Total Cost of Services to be provided by SHERIFF for the period July 1, 2019 through June 30, 2020, shall be \$8,425,860 as set forth in Attachment G and incorporated herein by this reference.

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

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

2 7-C. If additional services are provided pursuant to Subarticle 4-A and 4-C that are  
3 not listed in Article 3, including, but not limited to additional patrol, security, or  
4 other law enforcement services provided pursuant to Subarticle 4-A and 4-C,  
5 or if any equipment is provided that is reasonably necessary for carrying out  
6 the services in this Agreement and was not included in the cost calculations  
7 used to determine the cost of service set forth in Subarticle 7-B and  
8 Attachment G, COUNTY shall furnish these services and equipment to  
9 AUTHORITY on a time and expense basis. COUNTY shall also provide the  
10 services pursuant to Subarticle 4-B. AUTHORITY's maximum cumulative  
11 payment obligation for these additional services or equipment, and for the  
12 services provided pursuant to Subarticle 4-B for the period from July 1, 2019  
13 through June 30, 2020, shall be \$321,500, and COUNTY shall not be required  
14 to provide additional services and/or equipment costing more than \$321,500  
15 annually.

16 COUNTY may also provide additional services in support of Transit Security  
17 Grant Funds. AUTHORITY's maximum cumulative payment obligation for  
18 these additional services for the period from July 1, 2019 through  
19 June 30, 2020 shall be \$110,000.

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, 2019 through  
23 June 30, 2020 shall be \$26,700.

24 7-D. Unless AUTHORITY is required to pay for increases as set forth in Subarticle  
25 7-K, the Firm, Fixed Total Cost to AUTHORITY for services described in  
26 Articles 3 and 4 of this Agreement during the period from July 1, 2019 through  
27 June 30, 2020 is \$8,884,060 as set forth in Attachment G. The Firm, Fixed  
28 Cost of \$8,884,060 includes all amounts payable to COUNTY for its

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

- 7 3. For the period July 1, 2019 through June 30, 2020, PAYMENT Subarticles 7K.1 and  
8 7K.2 are amended to read as follows:

9 “7K.1. At the time this Agreement is executed, there are unresolved issues pertaining  
10 to potential changes in salaries and benefits for COUNTY employees. The  
11 cost of such potential changes are not included in the Fiscal Year 2019-20  
12 costs set forth in Subarticles 7-B and 7-C nor in the FY 2019-20, Firm, Fixed  
13 Total Cost to the AUTHORITY set forth in Subarticle 7-D of this Agreement.  
14 If the changes result in the COUNTY incurring or becoming obligated to pay  
15 for increased costs for or on account of personnel whose costs are included  
16 in the calculations of costs charged to AUTHORITY hereunder, AUTHORITY  
17 shall pay COUNTY, in addition to the Firm, Fixed Total Cost set forth in  
18 Subarticle 7-D of this Agreement, the full costs of said increases to the extent  
19 such increases are attributable to work performed by such personnel after  
20 July 1, 2019, and AUTHORITY’s Firm, Fixed Total Cost hereunder shall be  
21 deemed to have increased accordingly. AUTHORITY shall pay COUNTY in  
22 full for such increases on a pro-rata basis over the portion of the period  
23 between July 1, 2019 and June 30, 2020 remaining after COUNTY notifies  
24 the AUTHORITY that increases are payable. If the changes result in the  
25 COUNTY incurring or becoming obligated to pay for decreased costs for or  
26 on account of personnel whose costs are included in the calculations of costs  
27 charged to the AUTHORITY hereunder, COUNTY shall reduce the amount  
28 owed by the AUTHORITY to the extent such decreases are attributable to

1 work performed by such personnel during the period July 1, 2019 through  
2 June 30, 2020, and the AUTHORITY's Firm, Fixed Total Cost hereunder shall  
3 be deemed to have decreased accordingly. COUNTY shall reduce required  
4 payment by the AUTHORITY in full for such decreases on a pro-rata basis  
5 over the portion of the period July 1, 2019 through June 30, 2020 remaining  
6 after COUNTY notifies the AUTHORITY that the Firm Fixed Total Cost has  
7 decreased.

8 7K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle  
9 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level of  
10 service provided to AUTHORITY pursuant to Subarticle 3-D of this Agreement  
11 to a level that will make the Firm, Fixed Total Cost to AUTHORITY between  
12 July 1, 2019 and June 30, 2020 an amount specified by AUTHORITY that is  
13 equivalent to or higher than the Firm, Fixed Total Cost set forth in Subarticle  
14 7-D for said period, at the time this Agreement was executed. The purpose  
15 of such adjustment of service levels will be to give AUTHORITY the option of  
16 keeping its Firm, Fixed Total Cost for said period at the pre-increase level or  
17 at any other higher level specified by AUTHORITY. In the event of such  
18 reduction in level of service and adjustment of costs, the parties shall execute  
19 an amendment to this Agreement so providing. Decisions about how to  
20 reduce the level of service provided to AUTHORITY will be made by SHERIFF  
21 with the approval of AUTHORITY."

22 4. For the period July 1, 2019 through June 30, 2020, MOBILE DATA COMPUTERS  
23 Subarticle 13-C is amended to read as follows:

24 "13-C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the  
25 acquisition and installation of MDCs that are or will be mounted in patrol  
26 vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B,  
27 and b) recurring costs, as deemed necessary by COUNTY, including the costs  
28 of maintenance and contributions to a fund for replacement and upgrade of

1 such MDCs when they become functionally or technologically obsolete.

2 The costs to be paid by AUTHORITY for recurring costs, including  
3 maintenance and replacement/upgrade of MDCs, are included in the costs  
4 set forth in Subarticle 7-B and the Firm Fixed Total Cost to AUTHORITY set  
5 forth in Subarticle 7-D of this Agreement unless AUTHORITY has already paid  
6 such costs. AUTHORITY shall not be charged additional amounts for  
7 maintenance or replacement/upgrade of said MDCs during the period  
8 July 1, 2019 through June 30, 2020.”

- 9 5. For the period July 1, 2019 through June 30, 2020, PATROL VIDEO SYSTEM  
10 Subarticle 14-C is amended to read as follows:

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

18 The costs to be paid by AUTHORITY for recurring costs, including  
19 maintenance and replacement/upgrade of PVS, are included in the costs set  
20 forth in Subarticle 7-B and the Maximum Obligation of AUTHORITY set forth  
21 in Subarticle 7-D of this Agreement unless AUTHORITY has already paid  
22 such costs. AUTHORITY shall not be charged additional amounts for  
23 maintenance or replacement/upgrade of said PVS during the period  
24 July 1, 2019 through June 30, 2020.”

- 25 6. All other provisions of the Agreement, as previously amended, to the extent they are  
26 not in conflict with the SIXTH AMENDMENT TO AGREEMENT remain unchanged.

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

3 **DATED:** \_\_\_\_\_

4                   **ORANGE COUNTY**  
5 **TRANSPORTATION AUTHORITY**

6  
7 **BY:** \_\_\_\_\_

8                   Darrell E. Johnson  
                    Chief Executive Officer

**APPROVED AS TO FORM:**

9 **APPROVED:**

10 **BY:** \_\_\_\_\_

11                   Kenneth Phipps  
12                   Deputy CEO

**BY:** \_\_\_\_\_

James M. Donich  
General Counsel

**DATED:** \_\_\_\_\_

13 **DATED:** \_\_\_\_\_

14 -----  
15 **DATED:** \_\_\_\_\_

16                   **COUNTY OF ORANGE**

17 **BY:** \_\_\_\_\_

18                   Chairwoman of the Board of Supervisors  
19                   County of Orange, California

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

**Attest:**

23 \_\_\_\_\_  
24 Robin Stieler  
25 Clerk of the Board  
County of Orange, California

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

26 **BY:**  \_\_\_\_\_  
27                   Deputy

28 **DATED:** 4/24/19 \_\_\_\_\_

**ATTACHMENT F**

**ORANGE COUNTY SHERIFF-CORONER  
LAW ENFORCEMENT CONTRACT  
FY 2019-20  
ORANGE COUNTY TRANSIT AUTHORITY (OCTA)  
"REGULAR SERVICES BY COUNTY"  
(Subarticle 3-D)**

**LEVEL OF SERVICE PROVIDED BY SHERIFF:**

Title	Detail	Quantity	Frequency
<b>MANAGEMENT:</b>			
Lieutenant		1.0	
<b>SUPERVISION:</b>			
Sergeant		4.0	each, 80 hrs./ per two wk. pay period
<b>INVESTIGATION SERVICES:</b>			
Investigator		1.0	80 hrs./ per two wk. pay period
<b>SECURITY, PATROL AND LAW ENFORCEMENT:</b>			
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
<b>CLERICAL SUPPORT:</b>			
Office Specialist		1.0	80 hrs./ per two wk. pay period
<b>TOTAL</b>		<b>28.0</b>	

## ATTACHMENT G

**ORANGE COUNTY SHERIFF-CORONER  
LAW ENFORCEMENT CONTRACT  
FY 2019-20  
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
<b>MANAGEMENT:</b>				
Lieutenant		1.0	\$ 369,190	\$ 369,190
<b>SUPERVISION:</b>				
Sergeant		4.0	\$ 307,842	\$ 1,231,368
Investigator		1.0	\$ 273,494	\$ 273,494
<b>SECURITY, PATROL AND LAW ENFORCEMENT:</b>				
Deputy Sheriff II	Fixed Route Enforcement	16.0	\$ 249,421	\$ 3,990,736
Deputy Sheriff II	Rail	5.0	\$ 249,421	\$ 1,247,105
<b>CLERICAL SUPPORT:</b>				
Office Specialist		1.0	\$ 93,139	\$ 93,139
<b>TOTAL POSITIONS</b>		<b>28.0</b>		<b>\$ 7,205,032</b>

**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; contract administration; data line charges; direct services and supplies; dispatch support services; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for fourteen (14) units; overtime; patrol training cost allocation; Patrol Video System (PVS) recurring cost for eight (8) units; and transportation charges.

**CREDITS:**

Credits include: Retirement reimbursement; and training reimbursement.

<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 1,220,828</b>
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<b>TOTAL COST OF SERVICES (Subarticle 7-B)</b>	<b>\$ 8,425,860</b>
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**SPECIAL SERVICES (Article 7-C):**

Special Services	Article 4-A, 7-C	Special Enforce. BUS/CTT	\$ 75,000
Special Services	Article 4-A, 7-C	Seasonal Law Enforcement	\$ 20,000
Canine Units	Article 4-B, 7-C	K9	\$ 151,500
Special Services	Article 4-C, 7-C	MEU, Other	\$ 75,000
Special Services-Grant	Article 7-C	VIPR/CTT	\$ 110,000
Special Services	Article 7-C	Angel Express	\$ 26,700
<b>TOTAL SPECIAL SERVICES</b>			<b>\$ 458,200</b>

<b>TOTAL FIRM, FIXED COSTS (Subarticle 7-D)</b>	<b>\$ 8,884,060</b>
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