

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

7 **THIS FIFTH AMENDMENT TO AGREEMENT** is entered into this First day of
8 May 2018, which date is enumerated for purposes of reference only, by and between
9 the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as
10 "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision of the State of
11 California, hereinafter referred to as "COUNTY", to amend that certain Agreement
12 between the parties commencing July 1, 2015, hereinafter referred to as the
13 "Agreement".

14 1. For the period July 1, 2018 through June 30, 2019, REGULAR SERVICES BY
15 COUNTY, Subarticle 3-D is amended to read as follows:

16 "3-D. The level of service to be provided by SHERIFF, for the period July 1, 2018
17 through June 30, 2019, is set forth in Attachment F and incorporated in the
18 Agreement by this reference."

19 2. For the period July 1, 2018 through June 30, 2019, PAYMENT Subarticles 7-B, 7-C
20 and 7-D are amended to read as follows:

21 "7B. Unless the level of service set forth in Attachment F is increased or
22 decreased, the Total Cost of Services to be provided by SHERIFF for the
23 period July 1, 2018 through June 30, 2019, shall be \$8,182,895 as set forth
24 in Attachment G and incorporated herein by this reference.

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
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1 Obligation. If actual overtime worked is above or below budgeted amounts,
2 billings will be adjusted accordingly at the end of the fiscal year.

3 7-C. If additional services are provided pursuant to Subarticle 4-A and 4-C that are
4 not listed in Article 3, including, but not limited to additional patrol, security, or
5 other law enforcement services provided pursuant to Subarticle 4-A and 4-C,
6 or if any equipment is provided that is reasonably necessary for carrying out
7 the services in this Agreement and was not included in the cost calculations
8 used to determine the cost of service set forth in Subarticle 7-B and
9 Attachment G, COUNTY shall furnish these services and equipment to
10 AUTHORITY on a time and expense basis. COUNTY shall also provide the
11 services pursuant to Subarticle 4-B. AUTHORITY's maximum cumulative
12 payment obligation for these additional services or equipment, and for the
13 services provided pursuant to Subarticle 4-B for the period from July 1, 2018
14 through June 30, 2019, shall be \$321,500, and COUNTY shall not be required
15 to provide additional services and/or equipment costing more than \$321,500
16 annually.

17 COUNTY may also provide additional services in support of Transit Security
18 Grant Funds. AUTHORITY's maximum cumulative payment obligation for
19 these additional services for the period from July 1, 2018 through June 30,
20 2019 shall be \$110,000.

21 COUNTY may also provide additional services in support of Angel Express
22 Grant Funds. AUTHORITY's maximum cumulative payment obligation for
23 these additional services for the period from July 1, 2018 through June 30,
24 2019 shall be \$26,500.

25 7-D. Unless AUTHORITY is required to pay for increases as set forth in Subarticle
26 7-K, the Firm, Fixed Total Cost to AUTHORITY for services described in
27 Articles 3 and 4 of this Agreement during the period from July 1, 2018 through
28 June 30, 2019 is \$8,640,895 as set forth in Attachment G. The Firm, Fixed

1 Cost of \$8,640,895 includes all amounts payable to COUNTY for its
2 subcontractors, leases, materials and costs arising from, or due to,
3 termination of this Agreement. However, if the parties, by mutual agreement,
4 change the number or type of personnel to be provided by COUNTY, as
5 authorized in Article 3, or the maximum obligations to provide and pay for
6 special services and equipment, set forth in Subarticle 7-C, then the Firm,
7 Fixed Total Cost due from AUTHORITY will change accordingly.”

- 8 3. For the period July 1, 2018 through June 30, 2019, PAYMENT Subarticles 7K.1 and
9 7K.2 are amended to read as follows:

10 “7K.1. At the time this Agreement is executed, there are unresolved issues pertaining
11 to potential changes in salaries and benefits for COUNTY employees. The
12 cost of such potential changes are not included in the Fiscal Year 2018-19
13 costs set forth in Subarticles 7-B and 7-C nor in the FY 2018-19, Firm, Fixed
14 Total Cost to the AUTHORITY set forth in Subarticle 7-D of this Agreement.
15 If the changes result in the COUNTY incurring or becoming obligated to pay
16 for increased costs for or on account of personnel whose costs are included
17 in the calculations of costs charged to AUTHORITY hereunder, AUTHORITY
18 shall pay COUNTY, in addition to the Firm, Fixed Total Cost set forth in
19 Subarticle 7-D of this Agreement, the full costs of said increases to the extent
20 such increases are attributable to work performed by such personnel after
21 July 1, 2018, and AUTHORITY's Firm, Fixed Total Cost hereunder shall be
22 deemed to have increased accordingly. AUTHORITY shall pay COUNTY in
23 full for such increases on a pro-rata basis over the portion of the period
24 between July 1, 2018 and June 30, 2019 remaining after COUNTY notifies
25 the AUTHORITY that increases are payable. If the changes result in the
26 COUNTY incurring or becoming obligated to pay for decreased costs for or
27 on account of personnel whose costs are included in the calculations of costs
28 charged to the AUTHORITY hereunder, COUNTY shall reduce the amount

1 owed by the AUTHORITY to the extent such decreases are attributable to
2 work performed by such personnel during the period July 1, 2018 through
3 June 30, 2019, and the AUTHORITY's Firm, Fixed Total Cost hereunder shall
4 be deemed to have decreased accordingly. COUNTY shall reduce required
5 payment by the AUTHORITY in full for such decreases on a pro-rata basis
6 over the portion of the period July 1, 2018 through June 30, 2019 remaining
7 after COUNTY notifies the AUTHORITY that the Firm Fixed Total Cost has
8 decreased.

9 7K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle
10 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level of
11 service provided to AUTHORITY pursuant to Subarticle 3-D of this Agreement
12 to a level that will make the Firm, Fixed Total Cost to AUTHORITY between
13 July 1, 2018 and June 30, 2019 an amount specified by AUTHORITY that is
14 equivalent to or higher than the Firm, Fixed Total Cost set forth in Subarticle
15 7-D for said period, at the time this Agreement was executed. The purpose
16 of such adjustment of service levels will be to give AUTHORITY the option of
17 keeping its Firm, Fixed Total Cost for said period at the pre-increase level or
18 at any other higher level specified by AUTHORITY. In the event of such
19 reduction in level of service and adjustment of costs, the parties shall execute
20 an amendment to this Agreement so providing. Decisions about how to
21 reduce the level of service provided to AUTHORITY will be made by SHERIFF
22 with the approval of AUTHORITY."

23 4. For the period July 1, 2018 through June 30, 2019, MOBILE DATA COMPUTERS
24 Subarticle 13-C is amended to read as follows:

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

1 of maintenance and contributions to a fund for replacement and upgrade of
2 such MDCs when they become functionally or technologically obsolete.

3 The costs to be paid by AUTHORITY for recurring costs, including
4 maintenance and replacement/upgrade of MDCs, are included in the costs
5 set forth in Subarticle 7-B and the Firm Fixed Total Cost to AUTHORITY set
6 forth in Subarticle 7-D of this Agreement unless AUTHORITY has already paid
7 such costs. AUTHORITY shall not be charged additional amounts for
8 maintenance or replacement/upgrade of said MDCs during the period July 1,
9 2018 through June 30, 2019.”

10 5. For the period July 1, 2018 through June 30, 2019, PATROL VIDEO SYSTEM
11 Subarticle 14-C is amended to read as follows:

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

19 The costs to be paid by AUTHORITY for recurring costs, including
20 maintenance and replacement/upgrade of PVS, are included in the costs set
21 forth in Subarticle 7-B and the Maximum Obligation of AUTHORITY set forth
22 in Subarticle 7-D of this Agreement unless AUTHORITY has already paid
23 such costs. AUTHORITY shall not be charged additional amounts for
24 maintenance or replacement/upgrade of said PVS during the period July 1,
25 2018 through June 30, 2019.”

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

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

DATED: _____

ORANGE COUNTY
TRANSPORTATION AUTHORITY

BY: _____

Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED:

BY: _____

Kenneth Phipps
Deputy CEO

BY: _____

James M. Donich
General Counsel

DATED: _____

DATED: _____

DATED: _____

COUNTY OF ORANGE

BY: _____

Chairman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler

Clerk of the Board
County of Orange, California

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

BY:  _____

Deputy

DATED: 5/8/18

ATTACHMENT F

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2018-19
ORANGE COUNTY TRANSIT AUTHORITY (OCTA)
"REGULAR SERVICES BY COUNTY"
(Subarticle 3-D)**

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Lieutenant		1.0	
SUPERVISION:			
Sergeant		4.0	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
CLERICAL SUPPORT:			
Office Specialist		1.0	80 hrs./ per two wk. pay period
TOTAL		28.0	

ATTACHMENT G

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2018-19
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	\$ 356,201	\$ 356,201
SUPERVISION:				
Sergeant		4.0	\$ 301,033	\$ 1,204,132
Investigator		1.0	\$ 267,034	\$ 267,034
SECURITY, PATROL AND LAW ENFORCEMENT:				
Deputy Sheriff II	Fixed Route Enforcement	16.0	\$ 243,430	\$ 3,894,880
Deputy Sheriff II	Rail	5.0	\$ 243,430	\$ 1,217,150
CLERICAL SUPPORT:				
Office Specialist		1.0	\$ 90,098	\$ 90,098
TOTAL POSITIONS		28.0		\$ 7,029,495

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; 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; on-call pay; 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.

TOTAL OTHER CHARGES AND CREDITS	\$ 1,153,400
TOTAL COST OF SERVICES (Subarticle 7-B)	\$ 8,182,895

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	\$	26,500
TOTAL SPECIAL SERVICES			\$	458,000

TOTAL FIRM, FIXED COSTS (Subarticle 7-D)	\$ 8,640,895
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