

AGENDA

Executive Committee Meeting

Committee Members

Steve Jones, Chairman Andrew Do, Vice Chairman Laurie Davies Michael Hennessey Mark A. Murphy Tim Shaw Orange County Transportation Authority
Headquarters
Conference Room 07
550 South Main Street
Orange, California
Monday, July 6, 2020 at 9:00 a.m.

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the OCTA Clerk of the Board, telephone (714) 560-5676, no less than two (2) business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Committee may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

Guidance for Public Access to the Board of Directors/Committee Meeting

On March 12, 2020 and March 18, 2020, Governor Gavin Newsom enacted Executive Orders N-2-20 and N-29-20 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public to promote social distancing due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19).

In accordance with Executive Order N-29-20, and in order to ensure the safety of the Orange County Transportation Authority (OCTA) Board of Directors (Board) and staff and for the purposes of limiting the risk of COVID-19, in person public participation at public meetings of the OCTA will not be allowed during the time period covered by the above referenced Executive Orders.

Instead, members of the public can listen to AUDIO live streaming of the Board and Committee meetings by clicking the below link:

http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/



Guidance for Public Access to the Board of Directors/Committee Meeting (Continued)

Public comments may be submitted for the upcoming Board and Committee meetings by emailing them to <u>boardofdirectors@octa.net</u>.

If you wish to comment on a specific agenda Item, please identify the Item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

In order to ensure that staff has the ability to provide comments to the Board Members in a timely manner, please submit your public comments 30 minutes prior to the start time of the Board and Committee meeting date.



Call to Order

Roll Call

Pledge of Allegiance

Chairman Jones

Special Calendar

There are no Special Calendar matters.

1. Public Comments

Consent Calendar (Items 2 through 4)

All items on the Consent Calendar are to be approved in one motion unless a Committee Member or a member of the public requests separate action or discussion on a specific item.

2. Approval of Minutes

Approve the minutes of the Executive Committee meeting of June 1, 2020.

3. Cooperative Agreement with the County of Orange, Orange County Sheriff's Department

Katrina L. Faulkner/Jennifer L. Bergener

Overview

On May 11, 2015, the Board of Directors approved a five-year agreement with the County of Orange, Orange County Sheriff's Department, to provide Transit Police Services. The current agreement expires June 30, 2020, and a new agreement is necessary to ensure continuity of services provided. Similar to the expiring agreement, the term of the proposed agreement is for five years, and includes the budget for services to be provided in fiscal year 2020-21. Amendments for each subsequent fiscal year budget will be brought forth to the Board of Directors for consideration on an annual basis.



3. (Continued)

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2330 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2020 through June 30, 2025, in the initial amount of \$10,596,947, to fund transit police services from July 1, 2020 through June 30, 2021.

4. Membership Appointment for the Measure M2 Environmental Oversight Committee

Marissa Espino/Maggie McJilton

Overview

As part of the Measure M2 Environmental Mitigation Program, the Measure M2 Ordinance requires a 12-member Environmental Oversight Committee to make recommendations to the Orange County Transportation Authority Board of Directors on the allocation of revenues for programmatic mitigation and to monitor implementation. The three-year terms have expired. Eleven of the existing committee members have expressed their desire to continue to serve and a replacement is recommended for the one open seat.

Recommendations

- A. Approve the reappointment of eleven current committee members serving on the Measure M2 Environmental Mitigation Program Environmental Oversight Committee for an additional three-year term.
- B. Appoint one committee member to replace an outgoing member on the Measure M2 Environmental Mitigation Program Environmental Oversight Committee.

Regular Calendar

There are no Regular Calendar Matters.



Discussion Items

- 5. Chief Executive Officer's Report
- 6. Committee Members' Reports
- 7. Closed Session

There are no Closed Session items scheduled.

8. Adjournment

The next regularly scheduled meeting of this Committee will be held at **9:00 a.m. on Monday, August 3, 2020,** at the Orange County Transportation Authority Headquarters, Conference Room 07, 550 South Main Street, Orange, California.



MINUTES

Executive Committee Meeting

Committee Members Present

Steve Jones, Chairman

Via teleconference:

Andrew Do, Vice Chairman Laurie Davies Michael Hennessey Mark A. Murphy Tim Shaw

Staff Present Darrell F. John

Darrell E. Johnson, Chief Executive Officer (CEO) Jennifer L. Bergener, Deputy CEO Laurena Weinert, Clerk of the Board Martha Ochoa, Assistant Clerk of the Board James Donich, General Counsel (teleconference)

Committee Members Absent

None

Call to Order

The June 1, 2020 regular meeting of the Executive Committee (Committee) was called to order by Chairman Jones at 9:01 a.m.

Roll Call

The Clerk of the Board conducted an attendance Roll Call and announced there was quorum of the Committee.

Pledge of Allegiance

Chairman Jones led in the Pledge of Allegiance.

1. Public Comments

There were no public comments.

Special Calendar

There were no Special Calendar Matters.

June 1, 2020 Page 1 of 4



Consent Calendar (Items 2 through 5)

2. Approval of Minutes

A motion was made by Director Davies, seconded by Vice Chairman Do, and following a roll call vote, declared passed 6-0, to approve the minutes of the Executive Committee meeting of May 4, 2020.

3. Amendment to Agreement for Service and Maintenance of Security Systems

A motion was made by Director Davies, seconded by Vice Chairman Do, and following a roll call vote, declared passed 6-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Agreement No. C-7-1676 between the Orange County Transportation Authority and Convergint Technologies LLC, in the amount of \$65,000, for additional project support services. This will increase the maximum obligation of the agreement to a total contract value of \$341,000.

4. Membership Appointments for the Measure M2 Environmental Cleanup Allocation Committee

A motion was made by Director Davies, seconded by Vice Chairman Do, and following a roll call vote, declared passed 6-0, to:

- A. Approve the reappointment of current committee members serving on the Measure M2 Environmental Cleanup Program Environmental Cleanup Allocation Committee for an additional three-year term.
- B. Appoint two committee members to replace outgoing members on the Measure M2 Environmental Cleanup Program Environmental Cleanup Allocation Committee.

5. Measure M2 Quarterly Progress Report for the Period of January 2020 Through March 2020

A motion was made by Director Davies, seconded by Vice Chairman Do, and following a roll call vote, declared passed 6-0, to receive and file as an information item.

June 1, 2020 Page 2 of 4



Regular Calendar

There were no Regular Calendar Matters.

Discussion Items

6. Fiscal Year 2020-21 Budget Workshop Follow-up

Andy Oftelie, Chief Financial Officer, reported on the four changes to the Orange County Transportation Authority's (OCTA) proposed fiscal year 2020-21 budget since the May 11th Board of Directors budget workshop.

Mr. Oftelie also referenced the handout that was provided to the Committee Members in advance of today's Committee meeting and highlighted the pie charts on the first page of the handout.

No action was taken on this information item.

7. Chief Executive Officer's Report

Darrell E. Johnson, CEO, reported on the following:

Protest Update -

- OCTA is monitoring protests throughout the county to ensure the safety of coach operators and passengers.
- Yesterday, OCTA implemented several detours to avoid the most impacted areas.
- OCTA also modified three routes that provided service to Long Beach due to Long Beach Transit shutting down its system.
- OCTA will continue to monitor any ongoing protests and implement detours as needed.

Taxpayer Oversight Committee (TOC) Public Hearing -

- On Tuesday, June 9th at 6:00 p.m., via teleconferencing, the TOC will hold its 29th Annual Measure M Public Hearing to review OCTA's implementation of Measure M.
- At the hearing, the TOC will review major committee actions taken, financial audit results and expenditure reports, annual eligibility review, and listen to public comments.

June 1, 2020 Page 3 of 4



7. (Continued)

"Return to the Workplace" Update -

- OCTA will continue to identify and implement additional safety measures at all OCTA locations in response to the coronavirus (COVID-19) pandemic.
- Throughout COVID-19, OCTA's priority has been at the bus bases where employees continue reporting to work in order to provide essential bus service.
- Starting today, at the maintenance bases temperature and symptom screenings are being conducted.
- These screenings will also be rolled out in phases over the next few weeks for coach operators and at all OCTA work locations.
- As the county starts to reopen, OCTA's cross-divisional "Return to the Workplace" team is also preparing for administrative employees to return to the office.
- At least through June 12th, OCTA's administrative employees will continue to work remotely.
- When administrative employees start returning to work, it will be done in waves with employees who are not able to work remotely being the first group to return.

8. Committee Members' Report

There were no Committee Members' reports.

9. Closed Session

There were no Closed Session items scheduled.

10. Adjournment

The Executive Committee meeting adjourned at 9:11 a.m. The next regularly scheduled meeting of this Committee will be held at **9:00 a.m. on Monday, July 6, 2020**, at the OCTA Headquarters, 550 South Main Street, Conference Room 07, Orange, California.

ATTEST	
	Laurena Weinert
	Clerk of the Board
Steve Jones Chairman	

June 1, 2020 Page 4 of 4



July 6, 2020

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the County of Orange,

Mh

Orange County Sheriff's Department

Overview

On May 11, 2015, the Board of Directors approved a five-year agreement with the County of Orange, Orange County Sheriff's Department, to provide Transit Police Services. The current agreement expires June 30, 2020, and a new agreement is necessary to ensure continuity of services provided. Similar to the expiring agreement, the term of the proposed agreement is for five years, and includes the budget for services to be provided in fiscal year 2020-21. Amendments for each subsequent fiscal year budget will be brought forth to the Board of Directors for consideration on an annual basis.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2330 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2020 through June 30, 2025, in the initial amount of \$10,596,947, to fund transit police services from July 1, 2020 through June 30, 2021.

Discussion

The County of Orange (County), Orange County Sheriff's Department (OCSD), has provided Transit Police Services (TPS) for the Orange County Transportation Authority (OCTA) since 1993. These services include fixed-route service, right-of-way rail support, Orange County Taxi Administration Program support, and general services. On May 11, 2015, the OCTA Board of Directors (Board) approved an agreement with OCSD for five years to provide TPS through June 30, 2020. A new agreement is required to ensure provision of these services continues.

Cooperative Agreeement with the County of Orange, Orange County Sheriff's Department

The budget for each fiscal year of the agreement is developed in March of the preceding FY. The OCSD submits the budget estimates to OCTA for review and concurrence with the level of service provided. The transmittal of the final estimate for FY 2020-21 was delayed due to the impacts of COVID-19 and was not received by OCTA until May 15, 2020. The final estimate provided by OCSD in the proposed FY 2020-21 budget for TPS is \$10,596,947, which includes \$10,153,040 for fixed-route service, right-of-way rail support, Orange County Taxi Administration Program support, general services, and \$443,907 for special services.

The overall costs for services increased by approximately 18 percent compared to the prior year. The majority of the increase is associated with the addition of four deputy sheriff positions, one sergeant position, as requested by OCTA. The four additional deputy sheriff positions will primarily focus on the increase of requests for law enforcement service-related calls for on-board incidents and incidents occurring on OCTA facilities to include transit centers. Additionally, these positions will perform special services, as requested. The sergeant position is required to ensure the supervision of deputies for all shifts.

Similar to the current agreement, the proposed new agreement includes provision for special services, which are fully funded. Special services include patrol of OCTA-owned environmental mitigation properties, three explosive detection canine and bomb technician handler teams, transit security overtime for Visual Intermodal Prevention and Response (VIPR) and Anti-Terrorism-Anti-Crime (ATAC) to be utilized for high-security risk events. Patrol costs will be subsidized by Measure M2 while the canine units are funded with Transportation Security Administration grant and VIPR and ATAC with Transit Security Grant Program funds.

In addition, OCSD provides countywide services such as the Hazardous Devices Squad, Special Weapons and Tactics team, Special Victims Unit, and the Orange County Intelligence Assessment Center. OCSD deputies assigned to TPS carry full police authorities, allowing them to conduct investigations and make misdemeanor and felony arrests. Services provided by OCSD are listed on Attachment A.

Cooperative Agreeement with the County of Orange, Orange County Sheriff's Department

Fiscal Impact

Funds to support the services to be provided under this agreement are included in OCTA's adopted FY 2020-21 Budget. The budget is comprised of four major areas, fixed-route service and Orange County Taxi Administration Program support \$7,457,407, for right-of-way rail support \$2,690,556, and \$5,077 for general services. Lastly, there is \$443,907 budgeted for special services, which includes explosive detection canine team, VIPR, ATAC, fixed-route special operations, Angels Express, seasonal special requests, and Measure M2 patrol services.

Summary

OCTA contracts with OCSD for TPS. In order to maintain these services, staff recommends the Board authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2330 between the Orange County Transportation Authority and the County of Orange, Orange County Sheriff's Department, for a five-year term effective July 1, 2020 through June 30, 2025, and approve in the initial amount of \$10,596,947.

Cooperative Agreeement with the County of Orange, **Orange County Sheriff's Department**

Attachments

- A. County of Orange, Orange County Sheriff's Department Services Provided
- Five-Year Agreement between the В. Orange County Transportation Authority and the County of Orange

Prepared by:

Katrina L. Faulkner

Manager, Security and Emergency

Preparedness 714-560-5719 Approved by:

Jennifer L. Bergener

Chief Operating Officer, Operations/ Deputy Chief Executive Officer

714-560-5462

Virginia Abadessa

Director, Contracts Administration and

Materials Management

714-560-5623

County of Orange, Orange County Sheriff's Department Services Provided

The following services will be provided:

- Uniformed patrol and plainclothes enforcement at Orange County Transportation Authority (OCTA)-owned properties, on railroad rights-of-way, and on-board OCTA buses
- o Response to calls for service as needed
- o Traffic enforcement as it relates to the operation of fixed-route vehicles
- Special Enhancement Team (SET) for enhanced services: Homeless Liaison Officers, Anti-Terrorism Anti-Crime (ATAC), Community Oriented Policing (COPS), and Visible Intermodal Prevention and Response Team (VIPR)
- Taxicab applicant review
- Specialized and internal investigations conducted as needed
- Security at OCTA Board of Directors meetings, public hearings, and special events as requested
- Coordinate with other transit security, local, state, and federal law enforcement agencies
- o Participate in multi-agency drills on a local and regional level
- o Coordination on security-related grant funding
- Other assistance available through this contract includes three (3)
 Explosive Detection Canines (EDC) for hazardous device detection and
 other law enforcement services such as the Mounted Enforcement Unit
- Sheriff staff deployment to include:
 - One lieutenant position serving as the Chief of Transit Police Services
 - Five sergeant positions
 - One investigator position
 - Twenty deputy sheriff II fixed-route enforcement positions; includes three canines with Bomb Technicians
 - Five deputy sheriff II right-of-way enforcement positions
 - One office specialist position

<u>ATTACHMENT B</u>

FIVE-YEAR AGREEMENT 1 BETWEEN THE 2 ORANGE COUNTY TRANSPORTATION AUTHORITY 3 AND THE 4 **COUNTY OF ORANGE** 5 6 THIS AGREEMENT is entered into this Fifteenth day of May 2020, which date 7 is enumerated for purposes of reference only, by and between the ORANGE 8 COUNTY **TRANSPORTATION** AUTHORITY. hereinafter referred to as 9 "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision of the State of 10 California, hereinafter referred to as "COUNTY". 11 WITNESSETH: 12 WHEREAS, AUTHORITY wishes to contract with COUNTY for law enforcement 13 services; whereby COUNTY will provide transit security and protection services to the 14 AUTHORITY and its employees and passengers by providing a supplemental law 15 enforcement presence consisting of sworn law enforcement officers at AUTHORITY 16 assets and properties; and 17 18 WHEREAS, the services of the Sheriff-Coroner Department, hereinafter 19 referred to as "SHERIFF" under this contract are intended to enhance, rather than 20 supersede, diminish, or replace policing services already provided throughout Orange 21 County by local police agencies; and 22 23 WHEREAS, COUNTY is agreeable to the rendering of such services on the 24 terms and conditions hereinafter set forth, 25 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS: 26 27

TABLE OF CONTENTS

2	
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3	<u>AR</u> 1	<u> </u>	<u>PAGE</u>
4	1.	Term	4
5	2.	Termination	4
6	3.	Regular Services by COUNTY	5
7	4.	Special Services by COUNTY	9
8	5.	Responsibilities of AUTHORITY	10
9	6.	Permitting Services by AUTHORITY	10
10	7.	Payment	10
11	8.	Notices	15
12	9.	Status of COUNTY	15
13	10.	Audit and Inspection	16
4	11.	Alteration of Terms	17
15	12.	Indemnification	17
6	13.	Mobile Data Computers	20
17	14.	Patrol Video System	21
18	15.	Disputes	22
19	16.	Assignments and Subcontracting	22
20	17.	Federal, State and Local Laws	23
21	18.	Equal Employment Opportunity	23
22	19.	COUNTY Prohibited Interests	23
23	20.	Force Majeure	24
24	21.	Civil Rights Assurance	24
25	22.	Alcohol and Drug Policy	27
26	23.	Privacy Act	27
27	24.	Incorporation of FTA Terms	27
28	25.	Federal Changes	28

TABLE OF CONTENTS (Continued) 1 <u>ARTICLE</u> **PAGE** 2 3 26. No Federal Government Obligation to Third Parties 28 27. Program Fraud and False or Fraudulent Statements 4 and Related Acts 28 5 29 28. Recycled Products 6 29. Code of Conduct 30 7 30. Disadvantaged Business Enterprises 8 30 31 Signature Page 9 Attachment A: OCTD, Ordinance No. 5 10 Attachment B: Designated Patrol Areas 11 Attachment C: Regular Services By County 12 Attachment D: Payment 13 Attachment E: OCTA Property for Enhanced Services 14 Attachment F: County Billing Policy 15 Attachment G: Drug Free Workplace Act of 1988 16 17 // 18 // 19 | // 20 // 21 // 22 // 23 // 24 | // 25

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Article 1. TERM:

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

Article 2. TERMINATION:

- A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving COUNTY one hundred and eighty (180) days written notice thereof. Upon termination, AUTHORITY shall pay COUNTY its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to COUNTY in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, COUNTY agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.
- B. AUTHORITY may terminate this Agreement for COUNTY's default if a federal or state proceeding for the relief of debtors is undertaken by or against COUNTY, or if COUNTY makes an assignment for the benefit of creditors, or if COUNTY breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. COUNTY shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by COUNTY under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

Article 2. TERMINATION: (Continued)

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

Article 3. REGULAR SERVICES BY COUNTY:

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

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

- C. The night, day and evening law enforcement and supervisory shifts will be established by the mutual agreement of SHERIFF and AUTHORITY'S EXECUTIVE OFFICER, or their designees. Personnel of each shift may work varying and different times and premises of AUTHORITY and may be deployed to other shifts or premises when, in the opinion of SHERIFF and EXECUTIVE OFFICER, the need arises. Any long-term shift deployment change will be reported to AUTHORITY's Board of Directors.
- D. SHERIFF will provide regular operational reports and updates to EXECUTIVE OFFICER or designee. SHERIFF will provide at least monthly, or more frequently as agreed upon by SHERIFF and EXECUTIVE

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

- E. The level of service to be provided by SHERIFF, for the period July 1, 2020 through June 30, 2021, is set forth in Attachment C and incorporated herein by this reference.
- F. With respect to the regulations of the Orange County Taxicab Administration Program (OCTAP) which is administered through the AUTHORITY for approximately thirty-four (34) incorporated cities, SHERIFF shall receive applications for OCTAP permits pursuant to said regulations, and SHERIFF's staff assigned to provide services to AUTHORITY shall complete investigations relating to such applications. Said investigations shall be forwarded to OCTAP Administrator within the established timeline. SHERIFF shall designate a SHERIFF's employee assigned to provide contracted services to AUTHORITY as the representative to the OCTAP Public Safety Committee. COUNTY shall not provide any advisory,

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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 of COUNTY COUNTY's Board Supervisors and ORANGE 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.

- 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.
- 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.

Article 5. RESPONSIBILITIES OF AUTHORITY:

- A. AUTHORITY will provide all facilities and equipment reasonably necessary to carry out services authorized in this Agreement.
- B. AUTHORITY will permit SHERIFF to have exclusive use of up to eighteen (18) vehicles owned by AUTHORITY, to carry out services authorized in this Agreement. AUTHORITY shall be responsible for fuel and maintenance costs of the vehicles. At its own expense, AUTHORITY will promptly replace with an equivalent vehicle, any vehicle that has become unusable.

Article 6. PERMITTING SERVICES BY AUTHORITY:

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

Article 7. PAYMENT:

- A. AUTHORITY agrees to pay COUNTY the costs of performing the services mutually agreed upon in this Agreement. The cost of services includes salaries, wages, benefits, services, supplies, equipment, training, divisional, departmental and COUNTY General overhead.
- B. Unless the level of service set forth in Attachment C is increased or decreased, the Total Cost of Services (Maximum Obligation) to be provided by SHERIFF for the period July 1, 2020 through June 30, 2021, shall be \$10,153,040 as set forth in Attachment D.

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,

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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.

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

due from AUTHORITY will change accordingly.

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

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Article 7. PAYMENT: (Continued)

- F. COUNTY shall invoice AUTHORITY monthly for one-twelfth (1/12) of the amount obtained by subtracting any amounts owing for additional services, as described in Subarticle 7-B. The monthly invoice may also include credits due to AUTHORITY for positions which were vacant and for which services were not otherwise provided.
- G. AUTHORITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy, which is attached hereto as Attachment F and incorporated herein by reference.
- H. COUNTY shall charge AUTHORITY late payment penalties in accordance with COUNTY Billing Policy.
- I. As reimbursement for the costs of providing fingerprinting services, COUNTY shall retain all fees for fingerprinting by SHERIFF's staff paid by applicants for the permits described in Subarticle 3-F.
- J. In the sole discretion of SHERIFF, COUNTY may utilize employees classified as Extra Help to provide services described in Articles 3 and 4.
- K.1. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The cost of such potential changes are not included in the Fiscal Year 2020-21 costs set forth in Subarticles 7-B and 7-C nor in the FY 2020-21, Firm, Fixed Total Cost to the AUTHORITY set forth in Subarticle 7-D of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to AUTHORITY hereunder, AUTHORITY shall pay COUNTY, in addition to the Firm, Fixed Total Cost set forth in Subarticle 7-D of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2020, and AUTHORITY's

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

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

Article 7. PAYMENT: (Continued) 1 Agreement so providing. Decisions about how to reduce the level of service 2 provided to AUTHORITY will be made by SHERIFF with the approval of 3 AUTHORITY. 4 **Article 8. NOTICES:** 5 A. Except for the notices provided for in Subarticle B of this Article, all notices 6 authorized or required by this Agreement shall be effective when written and 7 deposited in the United States mail, first class postage prepaid and 8 addressed as follows: 9 **AUTHORITY:** ATTN: CONTRACTS ADMINISTRATION AND 10 MATERIALS MANAGEMENT DEPARTMENT 11 ORANGE COUNTY TRANSPORTATION AUTHORITY 12 550 SOUTH MAIN STREET 13 P.O. BOX 14184 14 ORANGE CA 92613 15 COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER 16 SHERIFF-CORONER DEPARTMENT 17 320 NORTH FLOWER STREET, SUITE 108 18 SANTA ANA CA 92703 19 B. Termination notices shall be effective when written and deposited in the 20 United States mail, certified, return receipt requested and addressed as 21 above. 22 Article 9. STATUS OF COUNTY: 23 COUNTY is, and shall at all times be deemed to be, an independent contractor. 24 Nothing herein contained shall be construed as creating the relationship of 25 employer and employee, or principal and agent, between AUTHORITY and 26 COUNTY or any of COUNTY's agents or employees. COUNTY and its 27 SHERIFF shall retain all authority for rendition of services, standards of 28

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

Article 10. AUDIT AND INSPECTION OF RECORDS:

- A. COUNTY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to COUNTY's accounting books, records, payroll documents and facilities of the COUNTY which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. COUNTY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during COUNTY's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors (any subcontractor providing services for this Agreement under direct contract with COUNTY) identified in this Agreement. COUNTY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.
- B. Pursuant to Government Code Section 8546.7, AUTHORITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three years after final payment by AUTHORITY to COUNTY under this Agreement. AUTHORITY shall retain all records relating to the performance

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

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

Article 11. ALTERATION OF TERMS:

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

Article 12. INDEMNIFICATION:

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

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

- B. COUNTY shall indemnify and hold harmless AUTHORITY, and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based or asserted upon any act or omission of COUNTY, its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and COUNTY shall defend at its expense including attorney fees, AUTHORITY and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. COUNTY shall purchase adequate levels of insurance and/or maintain substantial and proper liability reserves in order to honor potential claims and judgments.
- C. AUTHORITY shall provide COUNTY annually a certificate of self-insurance evidencing coverage for liability and workers' compensation.
 COUNTY shall provide AUTHORITY annually a certificate of self-insurance evidencing coverage for liability and workers' compensation.
- D. COUNTY shall be responsible for any damage caused to AUTHORITY vehicles used by COUNTY under this Agreement as a result of a vehicular collision. COUNTY shall not be responsible for property damage not related to vehicle collisions which may result from theft, vandalism or expected general operating use of AUTHORITY vehicles. Such responsibility shall not extend to any damage to AUTHORITY vehicles caused by any maintenance related issue associated with said vehicles. COUNTY reserves the right to subrogate against the responsible party to recover expenses paid to AUTHORITY.

Article 13. MOBILE DATA COMPUTERS:

- A. As part of the law enforcement services to be provided to AUTHORITY, COUNTY has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles designated by COUNTY for use within AUTHORITY limits.
- B. SHERIFF has the exclusive right to use said MDCs for law enforcement services related to this Agreement.
- C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

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

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

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

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

Article 14. PATROL VIDEO SYSTEM:

- A. As part of the law enforcement services to be provided to AUTHORITY, COUNTY has provided, or will provide, patrol video systems (hereinafter called "PVS") that are or will be mounted in patrol vehicles designated by COUNTY for use within AUTHORITY service area.
- B. SHERIFF has the exclusive right to use said PVS for law enforcement services related to this Agreement.
- C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of Patrol Video Systems (PVS) that are or will be mounted in patrol vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such PVS when they become functionally or technologically obsolete.

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

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

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

Article 15. DISPUTES:

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

<u>Article 16. ASSIGNMENTS AND SUBCONTRACTING:</u>

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

Article 16. ASSIGNMENTS AND SUBCONTRACTING: (Continued)

conditions of this Agreement.

Article 17. FEDERAL, STATE AND LOCAL LAWS:

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

Article 18. EQUAL EMPLOYMENT OPPORTUNITY:

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

Article 19. COUNTY PROHIBITED INTERESTS:

- A. COUNTY covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

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Article 20. FORCE MAJEURE:

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

Article 21. CIVIL RIGHTS ASSURANCE:

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

- A. <u>Compliance with Regulations</u>: COUNTY shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- B. <u>Nondiscrimination</u>: COUNTY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The COUNTY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix C of the Regulations.
- C. <u>Solicitations for Subcontracts, Including Procurement of Materials and</u>

 Equipment: In all solicitations either by competitive bidding or negotiation

Article 21. CIVIL RIGHTS ASSURANCE: (Continued)

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

- D. <u>Information and Reports</u>: COUNTY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information the COUNTY shall so certify to the AUTHORITY as appropriate, and shall
- E. <u>Sanctions for Noncompliance</u>: In the event of the COUNTY's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

set forth what efforts it has made to obtain the information.

- Withholding of payments to the COUNTY under the Agreement until the COUNTY complies; and/or
- 2. Cancellation, termination, or suspension of the Agreement, in whole or in part if the COUNTY fails to comply.
 - AUTHORITY will promptly provide written notice to COUNTY if AUTHORITY believes that COUNTY is noncompliant.
- F. <u>Title VI of the Civil Rights Act.</u> In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied

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

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

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

- A. COUNTY agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701 -707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Attachment G, and produce any documentation necessary to establish its compliance with sections 701-707.
- B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

Article 23. PRIVACY ACT:

COUNTY shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, COUNTY agrees to obtain the express consent of the Federal Government before the COUNTY or its employees operate a system of records on behalf of the Federal Government. COUNTY understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

Article 24. INCORPORATION OF FTA TERMS:

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

Article 25. FEDERAL CHANGES:

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

Article 26. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

Article 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

A. COUNTY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, COUNTY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the 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 (I) 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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Article 29. CODE OF CONDUCT

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

Article 30. DISADVANTAGED BUSINESS ENTERPRISES

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

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1	IN WITNESS WHEREOF, the	parties have executed the AGREEMENT
2	in the County of Orange, State of California.	
3	DATED:ORANGE COUNTY	
4	ORANGE COUNTY TRANSPORTATION AUTHORITY	
5	BY: Darrell E. Johnson	APPROVED AS TO FORM:
6 7	Darrell E. Johnson Chief Executive Officer	BY:
8		BY: James M. Donich General Counsel
9	APPROVED:	DATED:
10	RV·	5/,1125
11	Jennifer L. Bergener Chief Operating Officer Operations	/Deputy Chief Executive Officer
12	Chief Operating Officer, Operations	
13	DATED:	
14	DATED:	
15 16	COUNTY OF ORANGE	
17	BY:	
18	Chairwoman of the Board of Supervisors County of Orange, California	
19	SIGNED AND CERTIFIED THAT A COPY OF	THIS
20	AGREEMENT HAS BEEN DELIVERED TO T OF THE BOARD PER G.C. Sec. 25103, Reso	
21	Attest:	
22	Robin Stieler	
23	Clerk of the Board	APPROVED AS TO FORM:
24	County of Orange, California	Office of the County Counsel Orange County, California
26		BY: Twale as
27		Deputy DATED: 6/3/26
28		DATED: 6/3/20

ORDINANCE NO. 5

ORDINANCE OF THE ORANGE COUNTY TRANSIT DISTRICT, ORANGE COUNTY, CALIFORNIA, ESTABLISHING TRAFFIC AND PARKING RULES AND REGULATIONS RELATING TO THE USE OF DISTRICT FACILITIES

The Board of Directors of the Orange County Transit District, State of California, ordains as follows:

SECTION 1. General Purpose.

This ordinance is enacted in order to promote the public health, safety and welfare: to supervise and regulate every transit facility owned or controlled by the Orange County Transit District pursuant to Public Utilities Code Section 40074 and to enhance comfort and enjoyment of public transit throughout said District.

SECTION 2. Definitions.

"Transit facilities" or "transit works" means all real and personal property, equipment, rights, or interests owned or to be acquired by the Orange County Transit District for transit services.

"District" means the Orange County Transit District.

SECTION 3. Conditional Use of Transit Facilities.

a. The use of said Transit facilities shall be deemed to be conditioned upon the observance of these rules and regulations, or any rules and regulations hereafter promulgated by the District Board of Directors or pursuant to its authority: all rights, privileges, licenses and permits, expressed or implied, for the use of said Transit facilities heretofore or hereafter granted by the District Board of Directors pursuant to its authority shall be deemed to be revocable: and each such right, privilege, license or permit shall at the option of the District Board of Directors or its duly authorized representative be deemed to be revoked and canceled by and upon the breach of any such rules and regulations or of the violation of any

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

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

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

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

SECTION 5. Permit Parking.

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

SECTION 6. Delineated Parking Spaces.

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

SECTION 7. No Parking.

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

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SECTION 8. Parking Time Limit.

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

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

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

- a. By patrons of the District when such vehicle is left parked in the lot while the driver thereof is utilizing the bus services available from that location in lieu of driving said private vehicle.
- b. By members of bona fide carpools or vanpools where members of such carpools or vanpools drive to such parking lot as a place of meeting of the pool membership, and park their vehicles while using the pool car or pool van to commute to and from their destination.

SECTION 10. Parking Inoperable Vehicles.

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

SECTION 11. Parking for Sale.

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

SECTION 12. Speed Limit.

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

SECTION 13. Obstruction of Drive Areas.

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

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

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

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

The District shall not be responsible for loss or damage to any vehicle or any personal property therein, at any Transit facility by reason of fire, theft, or any cause whatsoever. Persons using Transit facilities shall do so at their own risk. SECTION 16. Conditions and Regulations Enforced 24 Hours.

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

SECTION 17. Violations, Penalties.

- a. The failure or refusal of any person to comply with any of the conditions or regulations set forth herein shall constitute a violation of Section 21113 of the Vehicle Code of the State of California and shall be punishable as provided in Section 42001 of the Vehicle Code.
- b. In addition to any other remedies provided by law, any person or vehicle in violation of this ordinance or other District rules and regulations may be removed from the Transit facility.

SECTION 18. Enforcement of Rules and Regulations.

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

The Clerk shall cause this Ordinance to be published once within fifteen (15) days following adoption, in a newspaper of general circulation printed and published in the County of Orange, State of California.

SECTION 19.

This Ordinance shall take effect and be in full force thirty (30) days from the date of final passage.

ADOPTED this nineteenth day of March, 1990.

Roger R. Stanton

Chairman of the Board of Directors

The Orange County Transit District

ATLEST:

Patricia B. Scanlan

Clerk of the Board

STATE OF CALIFORNIA)

ORANGE COUNTY

I, Patricia B. Scanlan, Clerk of the Board of the Orange County Transit District, Orange County, California, do hereby certify that the above and foregoing Ordinance was introduced and presented by the Board of Directors at a regular meeting thereof held on March 5, 1990, and was adopted on March 19, 1990, by the following vote:

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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 S. Scanlan



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

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							

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:	Detail	Quantity	(Guoil)	Total		
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.

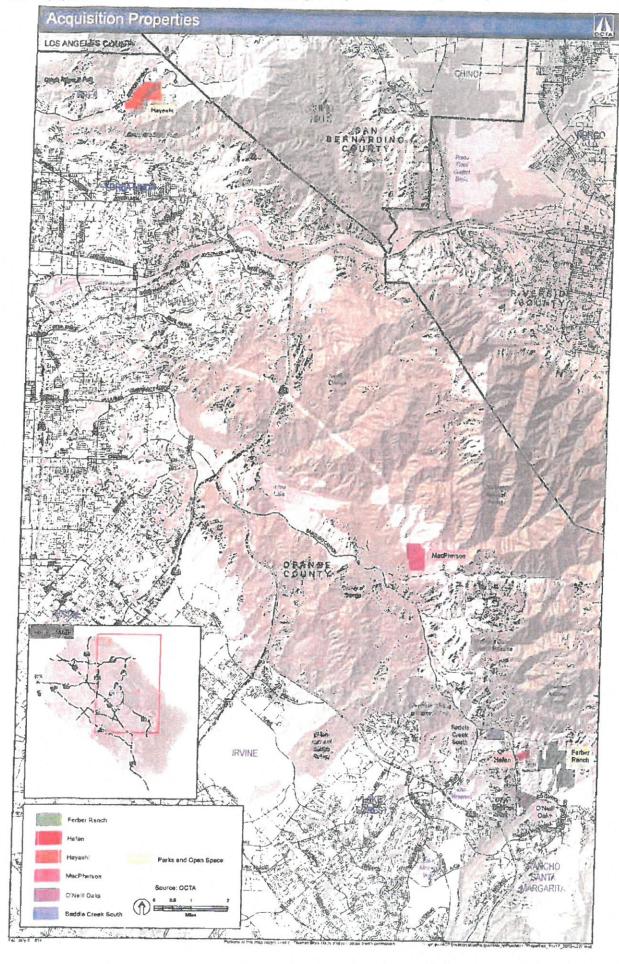
CREDITS:

<u>Credits include</u>: Retirement rate net discount and training reimbursement.

TOTAL OTHER CHAR	<u> </u>	1,301,674		
TOTAL COST OF S	\$	10,153,040		
PECIAL SERVICES (Art	icle 7-C):			
Special Services	Article 4-A, 7-C	Special Enforce. BUS/CTT	\$	89,52
Special Services	Article 4-A, 7-C	Seasonal Law Enforcement	\$	23,17
Canine Units	Article 4-B, 7-C	K9	\$	151,50
Special Services	Article 4-C, 7-C	MEU, Other	\$	43,00
Special Services-Grant	Article 4-A, 7-C	VIPR/CTT	\$	110,00
Special Services-Grant	Article 4-A, 7-C	Angel Express	\$	26,70
TOTAL SPECIAL SER	\$	443,90		
TOTAL FIRM, FIXE	\$	10,596,94		

February 3, 2014

ATTACHMENT E
Portions of the map copyrighted by Thomas Bros Maps and reproduced with permission



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. <u>Contract for the purposes of this policy</u> 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. <u>Fixed Price (One-Time/Non-Recurring Contracts)</u> 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. <u>Fixed Price (Ongoing/Recurring Contracts)</u> Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
 - 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. <u>Actual Cost (One-Time/Non-Recurring Contracts)</u> 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 <u>does not</u> 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).



July 6, 2020

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Membership Appointment for the Measure M2 Environmental

Oversight Committee

Overview

As part of the Measure M2 Environmental Mitigation Program, the Measure M2 Ordinance requires a 12-member Environmental Oversight Committee to make recommendations to the Orange County Transportation Authority Board of Directors on the allocation of revenues for programmatic mitigation and to monitor implementation. The three-year terms have expired for all members. Eleven of the existing committee members have expressed a desire to continue to serve and a replacement is recommended for one open seat.

Recommendations

- A. Approve the reappointment of eleven current committee members serving on the Measure M2 Environmental Mitigation Program Environmental Oversight Committee for an additional three-year term.
- B. Appoint one committee member to replace an outgoing member on the Measure M2 Environmental Mitigation Program Environmental Oversight Committee.

Background

Measure M2 (M2) includes a provision to provide comprehensive mitigation to offset environmental impacts of freeway improvement projects through the M2 Environmental Mitigation Program (Mitigation Program). In exchange, the state and federal resources agencies, consisting of the California Department of Fish and Wildlife (CDFW) and the United States Fish and Wildlife Service (USFWS), agreed to fast-track the permitting process and entered into a master agreement for the M2 freeway projects. The goal of the Mitigation Program is to deliver more effective mitigation while supporting expedited delivery of M2 freeway improvements.

The Mitigation Program was launched in fall 2007 with the creation of the Environmental Oversight Committee (EOC). The EOC provides guidance on project design and funding recommendations for consideration and approval by the Orange County Transportation Authority (OCTA) Board of Directors (Board). The M2 Ordinance defines the role and composition of the EOC, a 12-member committee, that includes two representatives of the OCTA Board, Director Lisa A. Bartlett as Chair and Director Laurie Davies. The other members include one representative each from the California Department of Transportation (Caltrans), USFWS, CDFW, California Wildlife Conservation Board (WCB), Army Corps of Engineers, and the OCTA Taxpayer Oversight Committee. In addition, two public members and two members from a nongovernmental environmental organization serve on the committee (Attachment A). Terms of service are three years without any term limits.

Discussion

The M2 Ordinance requires the Board to appoint members to the EOC. One public member has chosen not to seek reappointment to the EOC and a candidate is being recommended to fill the open position. In June 2020, a Board subcommittee was established to review the applicants and propose a recommendation to the full Board, as has been the case for all past recruitments. Chairman Jones formed the Board subcommittee, which included Chairman Jones, EOC Chair Bartlett and Director Davies.

A total of seven candidates who had backgrounds in environmental preservation, development, and civic services were considered for the public member open seat.

The Board subcommittee is recommending Bev Perry (Attachment B) to fill the open public member position. Ms. Perry is a civic engagement consultant who is a former OCTA Board Member and City of Brea Councilwoman. She has direct experience in environmental mitigation and has served on multiple conservancies including the Wildlife Corridor Conservation Authority and Hills For Everyone. In addition, she served as chair of the Orange County Council of Governments and president of the Southern California Association of Governments.

The eleven other EOC members have expressed the desire to continue to serve on the committee for an additional three-year term. The recommended EOC Roster is enclosed as Attachment C.

Summary

The three-year term for members of the M2 Environmental Oversight Committee has expired. There are no term limits. Eleven existing committee members have expressed interest in serving another term and are being recommended for reappointment and a replacement is recommended for one open public member seat.

Attachments

- A. Orange County Local Transportation Authority Ordinance No. 3 July 24, 2006 (pages B-5 through B-6)
- B. Bev Perry Resume
- C. Recommended Environmental Oversight Committee 2020 Roster

Prepared by:

Marissa Espino

Community Relations Specialist,

Principal

714-560-5607

Approved by:

Maggie McJilton

Interim Executive Director,

External Affairs

714-560-5824

ORANGE COUNTY LOCAL TRANSPORTATION AUTHORITY ORDINANCE NO. 3 JULY 24, 2006

Orange County Local Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Tel: (714) 560-6282

Projects will be planned, designed and constructed using a flexible community-responsive and collaborative approach to balance aesthetic, historic and environmental values with transportation safety, mobility, maintenance and performance goals. Context Sensitive Design features include: parkway-style designs; environmentally friendly, locally native landscaping; sound reduction; improved wildlife passage and aesthetic treatments, designs and themes that are in harmony with the surrounding communities.

5. At least five percent (5%) of the Net Revenues allocated for Freeway Projects shall fund Programmatic Mitigation for Freeway Projects. These funds

Context Sensitive Design, as described in the nationally recognized Federal Highway

Administration (FHWA) Principles of Context Sensitive Design Standards.

- Freeway Projects shall fund Programmatic Mitigation for Freeway Projects. These funds shall be derived by pooling funds from the mitigation budgets of individual Freeway Projects, and shall only be allocated subject to the following:
- a. Development of a Master Environmental Mitigation and Resource Protection Plan and Agreement (Master Agreement) between the Authority and state and federal resource agencies that includes:
- (i) commitments by the Authority to provide for programmatic environmental mitigation of the Freeway Projects,
- (ii) commitments by state and federal resource agencies to reduce project delays associated with permitting and streamline the permit process for Freeway Projects,
- (iii) an accounting process for mitigation obligations and credits that will document net environmental benefit from regional, programmatic mitigation in exchange for net benefit in the delivery of transportation improvements through streamlined and timely approvals and permitting, and
- (iv) a description of the specific mitigation actions and expenditures to be undertaken and a phasing, implementation and maintenance plan.
- (v) appointment by the Authority of a Mitigation and Resource Protection Program Oversight Committee ("Environmental Oversight

· 10

Committee") to make recommendations to the Authority on the allocation of the Net Revenues for programmatic mitigation, and to monitor implementation of the Master Agreement. The Environmental Oversight Committee shall consist of no more than twelve members and be comprised of representatives of the Authority, Caltrans, state and federal resource agencies, non-governmental environmental organizations, the public and the Taxpayers Oversight Committee.

- b. A Master Agreement shall be developed as soon as practicable following the approval of the ballot proposition by the electors. It is the intent of the Authority and state and federal resource agencies to develop a Master Agreement prior to the implementation of Freeway Projects.
- c. Expenditures of Net Revenues made subject to a Master Agreement shall be considered a Freeway Project and may be funded from the proceeds of bonds issued subject to Section 5 of the Ordinance.

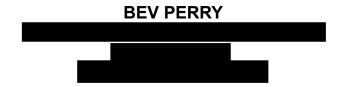
B. Transit Projects

- 1. The Authority shall make every effort to maximize state and federal funding for Transit Projects. No Net Revenues shall be allocated in any year for any Transit Project if the Authority has made findings at a public meeting that the state or the federal government has reduced any allocations of state funds or federal funds to the Authority as the result of the addition of any Revenues.
- 2. Prior to the allocation of Net Revenues for a Transit Project, the Authority shall obtain a written agreement from the appropriate jurisdiction that the Transit Project will be constructed, operated and maintained to minimum standards acceptable to the Authority.

C. Street and Road Projects

Prior to the allocation of Net Revenues for any Street and Road Project, the Authority, in cooperation with affected agencies, shall determine the entity(ies) to be responsible for the maintenance and operation thereof.

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PROFESSIONAL EXPERIENCE

BEV PERRY - CIVIC ENGAGEMENT CONSULTANT

Principal

Brea, CA

Feb. 2010 - present

Skill areas include community engagement, meeting facilitation and dispute resolution for public and private organizations dealing with strategic planning and contentious issues. Projects have included BroadRock Renewables, 2030 Strategic Plan for the City of Palm Desert, and a Fire Services Community Conversation for the City of Brea.

INFRASTRUCTURE FUNDING ALLIANCE (IFA)

Executive Director

Brea. CA

Aug. 2010 - Dec. 2018

Administrator for a nonprofit corporation. Responsibilities include facilitating the dialogue between business, public and nonprofit entities around infrastructure implementation and financing plans in southern California, and fostering the bonds and cooperation needed to bring those plans to fruition.

UNIVERSITY OF SOUTHERN CALIFORNIA

Assistant Director, Bedrosian Center on Governance

Los Angeles, CA

Sept. 2008 - June 2010

Administrator for a research center which included overseeing budget and programs. Created, planned and supervised events in the areas of governance, megaregion planning and leadership. Collaborated on research and managed social media and communications.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS Los Angeles, CA

Manager of Member Relations

Los Angeles, CA Jan. 2007 – July 2008

Responsible for planning and overseeing communications and outreach to members (city & county elected officials and staff), partners and constituencies, including conflict resolution. Managed six employees who were responsible for specific areas within SCAG's region.

GREER / DAILEY / MINTER PUBLIC AFFAIRS, INC.

Associate

Los Angeles, CA July 1992 – Sept. 2003

Community Relations Specialist working with both private sector clients and community activists. Expertise in environmental issues and land use planning. Skilled in meeting facilitation, dispute resolution, coalition building and community outreach campaigns. Lobbied city councils and staff. Clients: Master Plan for Universal City, Manhattan Beach Studios, Santa Fe Pacific Pipeline, Sunset Millennium Project, Crystal Cathedral, and the Getty Villa Master Plan.

GOVERNMENT EXPERIENCE – CITY OF BREA, CA

Elected City Clerk Dec. 2004 – Dec. 2006 City Council Member Dec. 1992 – Dec. 2004

(Mayor - 1995, 2000, 2003)

Parks, Recreation & Human Services Commissioner Jan. 1989 – Dec. 1992

LEADERSHIP POSITIONS WHILE IN GOVERNMENT

President or Chair:

- Orange County Division League of California Cities
- California Association of Councils of Governments (CALCOG)
- Southern California Association of Governments (SCAG)
 - Growth Visioning Task Force
 - Community, Economic & Human Development Policy Committee
 - Compass Partnership
- Orange County Council of Governments (OCCOG)
- National League of Cities' (NLC) Community & Economic Dev. Policy Committee
- NLC's CityFutures Panel on Democratic Governance

Vice or Co-Chair:

- OCCOG / Western Riverside COG Interregional Partnership
- Rivers & Mountains Conservancy (Founding member)

Board Member:

- Orange County Transportation Authority (OCTA)
- Local Government Commission
- CA State Assembly Speaker's Commission on Regionalism
- League of California Cities (LCC)
- National League of Cities

EDUCATION

- 1978 University of the Pacific: BS Geology
- 1980 University of Southern California: MSEd Counseling
- 1992 CORO Southern California Orange County Focus Program

COMMUNITY ACTIVITIES

- Infrastructure Funding Alliance Secretary
- Davenport Institute for Public Engagement & Civic Leadership Advisory Council, Pepperdine University
- Hills For Everyone Secretary/Treasurer
- Brea Historical Society



Recommended Environmental Oversight Committee 2020 Roster

Chair Lisa A. Bartlett

OCTA Board of Directors
Orange County Supervisor, 5th District

Vice Chairman Melanie Schlotterbeck

Environmental Consultant Measure M Support Groups

Laurie Davies

OCTA Board of Directors Council Member, 5th District

Chris Flynn

Deputy District Director Division of Environmental Analysis California Department of Transportation, District 12

Veronica Li

Project Manager US Army Corps of Engineers

David Mayer

Senior Environmental Scientist NCCP Program, South Coast Region CA Department of Fish & Wildlife

Alternate: Kyle Rice
Environmental Scientist
CA Department of Fish & Wildlife

Derek McGregor

Public Member Owner, DMc Engineering

Pauline Merry

Representative Taxpayer Oversight Committee

Bev Perry*

Public Member Civic Engagement Consultant

Dan Silver

Executive Director Endangered Habitats League

Jonathan Snyder

Supervisory Wildlife Biologist US Fish and Wildlife Service

John Walsh

Land Agent
California Wildlife Conservation Board

^{*}Recommended new member