

AMENDMENT NUMBER ONE  
TO  
CONTRACT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY TRANSPORTATION AUTHORITY

This First Amendment to Contract for Law Enforcement Services, (“Amendment Number One”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the Orange County Transportation Authority, (hereinafter referred to as “Authority,”) with County and Authority sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and Authority executed a contract for law enforcement services for a term of July 1, 2025 through June 30, 2030 (“Original Contract”); and

WHEREAS, County and Authority desire to amend General Terms and Conditions Section H – Indemnification; 2. Attachment A – Scope of Work; Attachment B - Payment and Provisions; and Attachment C - Level of Service; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. General Terms and Conditions Section H – Indemnification of the Original Contract is amended in its entirety as follows:

**Indemnification:** Authority agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of Authority related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by Authority, and hold Authority and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any non-County security personnel located at Authority facilities or on Authority buses and other vehicles, dangerous or defective condition of any Authority property and for any illegality of Authority’s rules, regulations, or ordinances.

If judgement is entered against Authority and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Authority and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

All Parties shall purchase adequate levels of insurance and/or maintain substantial and proper liability reserves in order to honor potential claims and judgments. The Parties shall provide the other Party annually a certificate of self-insurance evidencing coverage for liability and workers’ compensation.

2. Attachment A – Scope of Work; Attachment B - Payment and Provisions; Attachment C – Level of Services are amended in their entirety as attached hereto and incorporated by reference.

This Amendment Number One modifies the Original Contract only as expressly set forth herein. This Amendment Number One does not modify, alter, or amend the Original Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Original Contract remain in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Contract on the dates opposite their respective signatures:

City: Orange County Transportation Authority

By: \_\_\_\_\_ Title: Chief Executive Officer

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Authority Chief Operating Officer

Approved as to Form

By: \_\_\_\_\_  
Authority Attorney

County:

By: \_\_\_\_\_ Title: Chair of the Board of Supervisors

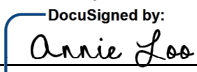
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: \_\_\_\_\_

Robin Stieler  
Clerk of the Board  
County of Orange, California

Approved as to Form  
Office of the County Counsel  
Orange County, California

By:  \_\_\_\_\_  
Deputy B7726751D1E947E...

**ATTACHMENT A****SCOPE OF WORK****A. REGULAR SERVICES BY COUNTY**

1. Sheriff shall render to Authority law enforcement services as hereinafter provided. Such services shall include security and assisting city police agencies and the Authority in the enforcement of lawful statutes and Authority ordinances on Authority vehicles and at the areas listed in Attachment I. Upon learning of a violation occurring on said premises, Sheriff personnel shall take whatever steps they, in their sole judgement 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 the appropriate authorities of violations so that they may assume jurisdiction, writing reports, and providing information to Federal, State, and local agencies. The provisions of this Contract are not intended to circumvent or alter the jurisdiction of any local law enforcement agency.

2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and Authority CEO, the need arises. Any long-term shift deployment change will be reported to the Authority's Executive Officer or their designees.

3. The level of service to be provided by the County for this Contract is set forth in Attachment C.

4. The Sheriff will provide a slate of candidates who are eligible for the rank of Captain with the Sheriff from which the Authority CEO may select a Police Services Chief. The Police Services Chief will be the on-side department head for the Authority and will attend OCTA Board Meeting, staff and community meetings at the discretion of the Authority CEO.

5. For any service that is provided to Authority at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other Authority or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and Authority does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of Authority will be adjusted accordingly.

6. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify Authority CEO of the date or dates such service or services are to be implemented. If the Authority pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the Authority's final invoice of that fiscal year.

7. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in Authority the Captain in charge of Authority Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify Authority's CEO within four hours. Sheriff will return the Captain to Authority as soon as possible once the emergency situation is under control.

8. Sheriff will provide regular operational reports and updates to Authority CEO or designee. Sheriff will provide at least monthly, or more frequently as agreed upon by Sheriff and Authority CEO, reports summarizing the law enforcement activities that relate to the Authority. Reports shall include 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 Authority CEO or designee will confer on a weekly basis, or more frequently as agreed upon by Sheriff and Authority CEO, regarding Sheriff personnel activities under this contract.

Additionally, Sheriff and Authority CEO or designees, will meet annually to develop an annual work plan. The annual work plan shall include deployment schedules, crime trends, and future strategies to address the purposes of enhancing public safety, preventing crime, detecting criminal activity, and working with the unhoused and mentally ill. A copy of the annual workplan will be filed with each parties Contract Administrator.

9. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and Authority mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by Authority. Sheriff and appropriate Authority personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and Authority's Clerk. Except for costs related to Employee Bargaining as defined herein, changes to this Contract executed by Sheriff and Authority CEO may not, in the aggregate, increase or decrease the cost of services payable by Authority by more than one percent (1%) of the Maximum Obligation.

**B. BODY WORN CAMERA AND IN CAR VIDEO:**

1. As part of the law enforcement services to be provided to Authority, County has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by Sheriff's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by Sheriff for use within Authority service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. Authority shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, 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 BWC and ICV when they become functionally or technologically obsolete. The costs to be paid by Authority for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in the Maximum Obligation of Authority, unless Authority has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, Authority requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the Authority service area, County will purchase said additional BWC and ICV. Upon demand by County, Authority will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV 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 BWC and ICV.

**C. MOBILE DATA COMPUTERS:**

1. 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 and motorcycles, designated by County for use within Authority limits.

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. 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 and motorcycles assigned to Authority, 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 the Maximum Obligation of Authority unless Authority has already paid such costs.

4. If, following the initial acquisition of MDCs referenced above, Authority requires MDCs for additional patrol cars or motorcycles designated for use in Authority, or for Authority's Emergency Operations Center, 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 MDCs, 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 the Maximum Obligation of Authority.

5. 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.

**D. EQUIPMENT:**

1. As part of the law enforcement services to be provided to Authority, County shall purchase and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").
2. Authority shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by Authority are included in the costs set forth in the Maximum Obligation of Authority.
3. The Equipment purchased by the County for services to the Authority shall be the property of the County.
4. Radios previously purchased by the Authority for County law enforcement services to the Authority shall be the property of and maintained by the Authority. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to Authority for any damage to Authority radios caused by County's act or omission.
5. Authority will permit Sheriff to have exclusive use of up to twenty (20) 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 does not meet law enforcement standards at the discretion of the Sheriff.

**E. AUTHORITY OFFICE SPACE**

1. In consideration of the promises contained herein, Authority hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in Authority or other Authority building for the provision of services under this Contract. Said office space, furniture and equipment and supplies shall be used solely by personnel of Authority and County, while performing their assigned duties related to services under this Contract. Authority and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. Authority shall supply all repair, maintenance and janitorial supplies and services to said premises and shall be responsible for all charges for utilities supplied to said premises.
2. Authority shall be responsible for the cost of fuel used for services in this Contract. Authority may: 1) provide fuel via the Authority's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all vehicles, Authority and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.
3. Persons detained in Authority will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at Authority.

**PAYMENT PROVISIONS**

**1. Compensation:** Pursuant to Government Code Section 51350, Authority agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of Authority for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$15,269,161 (herein "Maximum Obligation"). The County shall provide the Authority with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract are only an estimate. Sheriff shall notify Authority of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed Authority's Maximum Obligation.

**2. Invoice:** County shall invoice Authority monthly and will require payment by Authority of one-twelfth (1/12) of the Maximum Obligation of Authority. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to Authority for the balance.

**3. Employee Bargaining:** At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If 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, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after the starting date of this Contract. Authority shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies Authority that increases are payable.

If Authority is required to pay for such increases, County, at the request of Authority, will thereafter reduce the level of service provided to Authority to a level that will make the Maximum Obligation of Authority an amount specified by Authority. The purpose of such adjustment of service levels will be to give Authority the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower 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 Contract. Decisions about how to reduce the level of service provided to Authority shall be made by Sheriff with the approval of Authority.

**4. Billing Policy:** Authority shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the Authority. If the County is charged any of the before mentioned fees, the Authority shall be responsible for payment of these fees to the County.

**5. Late Penalties:** County shall charge Authority late payment penalties in accordance with County Billing Policy.

**ORANGE COUNTY SHERIFF-CORONER  
 LAW ENFORCEMENT CONTRACT  
 ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)  
 FY 2026-27**

**LEVEL OF SERVICE**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 495,194	\$ 495,194
<b>SUPERVISION:</b>				
Sergeant		5.00	\$ 392,336	\$ 1,961,680
Sergeant	OC Street Car	1.00	\$ 392,336	\$ 392,336
Investigator		1.00	\$ 339,798	\$ 339,798
<b>SECURITY, PATROL AND LAW ENFORCEMENT:</b>				
Deputy Sheriff II	OC Street Car	6.00	\$ 310,042	\$ 1,860,252
Deputy Sheriff II	Fixed Route Enforcement	16.00	\$ 316,878	\$ 5,070,047
Deputy Sheriff II	Rail	5.00	\$ 310,042	\$ 1,550,210
Deputy Sheriff II	Homeless Liaison Officer	4.00	\$ 310,042	\$ 1,240,168
<b>CLERICAL SUPPORT:</b>				
Office Specialist		1.00	\$ 126,615	\$ 126,615
<b>TOTAL POSITIONS</b>		<b>40.00</b>		<b>\$ 13,036,300</b>

**OTHER CHARGES AND CREDITS:**

<b>OTHER CHARGES:</b>	
<p><u>Other Charges include:</u> Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; dispatch support services; holiday pay; Integrated Law &amp; Justice of Orange County fees; Mobile Data Computer (MDC) recurring/replacement cost for twenty one (21) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call pay; services and supplies; and transportation charges.</p>	
<b>CREDITS:</b>	
<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 2,232,861</b>

<b>TOTAL COST OF SERVICES - MAXIMUM OBLIGATION</b>	<b>\$ 15,269,161</b>
<b>SPECIAL SERVICES (Article 7-C):</b>	
Special Services Article 4-A, 7-C Special Enforce. BUS/CTT	\$ 89,528
Special Services Article 4-A, 7-C Seasonal Law Enforcement	\$ 23,179
Special Services Article 4-C, 7-C MEU, Other	\$ 60,000
Special Services-Grant Article 4-A, 7-C VIPR/CTT	\$ 110,000
Special Services-Grant Article 4-A, 7-C Angel Express	\$ 13,750
<b>TOTAL SPECIAL SERVICES</b>	<b>\$ 296,457</b>
<b>TOTAL FIRM, FIXED COSTS</b>	<b>\$ 15,565,618</b>