

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

6  
 7 **THIS FIFTH FOURTH AMENDMENT TO AGREEMENT** is entered into by and  
 8 between the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter  
 9 referred to as "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision  
 10 of the State of California, hereinafter referred to as "COUNTY", to amend, effective  
 11 July 1, 202~~4~~<sup>3</sup>, that certain Agreement between the parties commencing July 1, 2020,  
 12 hereinafter referred to as the "Agreement".

13 1. For the period July 1, 202~~4~~<sup>3</sup> through June 30, 202~~5~~<sup>4</sup>, REGULAR SERVICES BY  
 14 COUNTY, Subarticle 3-E is amended to read as follows:

15 "3-E.The level of service to be provided by SHERIFF, for the period July 1, 202~~4~~<sup>3</sup>  
 16 through June 30, 202~~5~~<sup>4</sup>, is set forth in Attachment C."

17 2. For the period July 1, 202~~4~~<sup>3</sup> through June 30, 202~~5~~<sup>4</sup>, PAYMENT Subarticles 7-B,  
 18 7-C and 7-D are amended to read as follows:

19 "7-B.Unless the level of service set forth in Attachment C is increased or  
 20 decreased, the Total Cost of Services (Maximum Obligation) to be provided  
 21 by SHERIFF for the period July 1, 202~~4~~<sup>3</sup> through June 30, 202~~5~~<sup>4</sup>, shall be  
 22 \$~~12,211,479~~<sup>10,948,608</sup> as set forth in Attachment D.

23 The overtime costs included in the Agreement are only an estimate.  
 24 SHERIFF shall notify AUTHORITY of actual overtime worked during each  
 25 fiscal year. Actual overtime costs may exceed AUTHORITY's Maximum  
 26 Obligation. If actual overtime worked is above or below budgeted amounts,  
 27 billings will be adjusted accordingly at the end of the fiscal year.

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1 7-C. If additional services are provided pursuant to Subarticle 4-A and 4-C that are  
2 not listed in Article 3, including, but not limited to additional patrol, security, or  
3 other law enforcement services provided pursuant to Subarticle 4-A and 4-C,  
4 or if any equipment is provided that is reasonably necessary for carrying out  
5 the services in this Agreement and was not included in the cost calculations  
6 used to determine the cost of service set forth in Subarticle 7-B, COUNTY  
7 shall furnish these services and equipment to AUTHORITY on a time and  
8 expense basis. COUNTY shall also provide the services pursuant to  
9 Subarticle 4-B. AUTHORITY's maximum cumulative payment obligation for  
10 these additional services or equipment, and for the services provided pursuant  
11 to Subarticle 4-B for the period from July 1, 202~~43~~ through June 30, 202~~54~~,  
12 shall be \$324,207 and are included in the Firm, Fixed Total Cost as set forth  
13 in Attachment D. COUNTY shall not be required to provide additional  
14 services and/or equipment costing more than \$324,207 annually.

15 COUNTY may also provide additional services in support of Transit Security  
16 Grant Funds. AUTHORITY's maximum cumulative payment obligation for  
17 these additional services for the period from July 1, 202~~43~~ through June 30,  
18 202~~54~~ shall be \$110,000 and are included in the Firm, Fixed Total Cost in  
19 Attachment D.

20 COUNTY may also provide additional services in support of Angel Express  
21 Grant Funds. AUTHORITY's maximum cumulative payment obligation for  
22 these additional services for the period from July 1, 202~~43~~ through June 30,  
23 202~~54~~ shall be \$13,750 and are included in the Firm, Fixed Total Cost in  
24 Attachment D.

25 7-D. Unless AUTHORITY is required to pay for increases as set forth in Subarticle  
26 7-K, the Firm, Fixed Total Cost to AUTHORITY for services described in  
27 Articles 3 and 4 of this Agreement during the period from July 1, 202~~43~~  
28 through June 30, 202~~54~~ is \$~~12,659,436~~~~11,396,565~~ as set forth in Attachment

1 D. The Firm, Fixed Cost of \$~~12,659,436~~~~11,396,565~~ includes all amounts  
2 payable to COUNTY for its subcontractors, leases, materials and costs arising  
3 from, or due to, termination of this Agreement. However, if the parties, by  
4 mutual agreement, change the number or type of personnel to be provided by  
5 COUNTY, as authorized in Article 3, or the maximum obligations to provide  
6 and pay for special services and equipment, set forth in Subarticle 7-C , then  
7 the Firm, Fixed Total Cost due from AUTHORITY will change accordingly.”

- 8 3. For the period July 1, 202~~43~~ through June 30, 202~~54~~, PAYMENT Subarticles 7K-1  
9 and 7K-2 are amended to read as follows:

10 “7K.1. At the time this Agreement is executed, there may be unresolved issues  
11 pertaining to potential changes in salaries and benefits for COUNTY  
12 employees. The cost of such potential changes are not included in the  
13 Fiscal Year 202~~43~~-2~~54~~ costs set forth in Subarticles 7-B and 7-C nor in the  
14 FY 202~~43~~-2~~54~~, Firm, Fixed Total Cost to the AUTHORITY set forth in  
15 Subarticle 7-D of this Agreement. If the changes result in the COUNTY  
16 incurring or becoming obligated to pay for increased costs for or on account  
17 of personnel whose costs are included in the calculations of costs charged  
18 to AUTHORITY hereunder, AUTHORITY shall pay COUNTY, in addition to  
19 the Firm, Fixed Total Cost set forth in Subarticle 7-D of this Agreement, the  
20 full costs of said increases to the extent such increases are attributable to  
21 work performed by such personnel after July 1, 202~~43~~, and AUTHORITY’s  
22 Firm, Fixed Total Cost hereunder shall be deemed to have increased  
23 accordingly. AUTHORITY shall pay COUNTY in full for such increases on a  
24 pro-rata basis over the portion of the period between July 1, 202~~43~~ and June  
25 30, 202~~54~~ remaining after COUNTY notifies the AUTHORITY that increases  
26 are payable. If the changes result in the COUNTY incurring or becoming  
27 obligated to pay for decreased costs for or on account of personnel whose  
28 costs are included in the calculations of costs charged to the AUTHORITY

1 hereunder, COUNTY shall reduce the amount owed by the AUTHORITY to  
2 the extent such decreases are attributable to work performed by such  
3 personnel during the period July 1, 202~~43~~<sup>43</sup> through June 30, 202~~54~~<sup>54</sup>, and the  
4 AUTHORITY's Firm, Fixed Total Cost hereunder shall be deemed to have  
5 decreased accordingly. COUNTY shall reduce required payment by the  
6 AUTHORITY in full for such decreases on a pro-rata basis over the portion  
7 of the period July 1, 202~~43~~<sup>43</sup> through June 30, 202~~54~~<sup>54</sup> remaining after  
8 COUNTY notifies the AUTHORITY that the Firm Fixed Total Cost has  
9 decreased.

10 7K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle  
11 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level  
12 of service provided to AUTHORITY pursuant to Subarticle 3-E of this  
13 Agreement to a level that will make the Firm, Fixed Total Cost to  
14 AUTHORITY between July 1, 202~~43~~<sup>43</sup> and June 30, 202~~54~~<sup>54</sup> an amount  
15 specified by AUTHORITY that is equivalent to or higher than the Firm, Fixed  
16 Total Cost set forth in Subarticle 7-D for said period, at the time this  
17 Agreement was executed. The purpose of such adjustment of service levels  
18 will be to give AUTHORITY the option of keeping its Firm, Fixed Total Cost  
19 for said period at the pre-increase level or at any other higher level specified  
20 by AUTHORITY. In the event of such reduction in level of service and  
21 adjustment of costs, the parties shall execute an amendment to this  
22 Agreement so providing. Decisions about how to reduce the level of service  
23 provided to AUTHORITY will be made by SHERIFF with the approval of  
24 AUTHORITY."

25 4. For the period July 1, 202~~43~~<sup>43</sup> through June 30, 202~~54~~<sup>54</sup>, MOBILE DATA  
26 COMPUTERS, Subarticle 13-C is amended to read as follows:

27 "13-C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the  
28 acquisition and installation of MDCs that are or will be mounted in patrol

1 vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B,  
2 and b) recurring costs, as deemed necessary by COUNTY, including the  
3 costs of maintenance and contributions to a fund for replacement and  
4 upgrade of such MDCs when they become functionally or technologically  
5 obsolete.

6 The costs to be paid by AUTHORITY for recurring costs, including  
7 maintenance and replacement/upgrade of MDCs, are included in the costs  
8 set forth in Attachment D and the Maximum Obligation of AUTHORITY set  
9 forth in Subarticle 7-B of this Agreement unless AUTHORITY has already  
10 paid such costs. AUTHORITY shall not be charged additional amounts for  
11 maintenance or replacement/upgrade of said MDCs during the period July  
12 1, 202~~43~~ through June 30, 202~~54~~.

- 13  
14 5. For the period July 1, 202~~43~~ through June 30, 2025, Article 14 BODY WORN  
15 CAMERA AND IN CAR VIDEO Subsection C is amended to read as follows:

16 “14-C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the  
17 acquisition of BWC and the acquisition and installation of ICV and b) recurring  
18 costs, as deemed necessary by COUNTY, including the costs of maintenance  
19 and contributions to a fund for replacement and upgrade of such BWC and ICV  
20 when they become functionally or technologically obsolete.

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22 The costs to be paid by AUTHORITY for recurring costs, including maintenance  
23 and replacement/upgrade of BWC and ICV, are included in the costs set forth in  
24 Attachment D and the Maximum Obligation of AUTHORITY set forth in  
25 Subarticle 7-B of this Agreement unless AUTHORITY has already paid such  
26 costs. AUTHORITY shall not be charged additional amounts for maintenance  
27 or replacement/upgrade of said BWC and ICV during the period July 1, 202~~43~~  
28 through June 30, 202~~54~~.”

1 6. AUTHORITY shall pay COUNTY in accordance with COUNTY Board of  
2 Supervisors' approved County Billing Policy, Attachment D. Payments made  
3 electronically via a credit card or through a banking system that charges Merchant  
4 Fees, Service Fees, or any other Fees shall be the responsibility of  
5 AUTHORITY~~the City~~. If the County is charged any of the before mentioned fees,  
6 AUTHORITY~~the City~~ shall be responsible for payment of these fees to the County.

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9 76. All other provisions of the Agreement, to the extent that they are not in conflict with  
10 the FIFTH ~~FOURTH~~ AMENDMENT to AGREEMENT, remain unchanged.  
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1 **IN WITNESS WHEREOF**, the parties have executed the FIFTH ~~FOURTH~~  
2 AMENDMENT TO AGREEMENT in the County of Orange, State of California.

3 DATED: \_\_\_\_\_  
4 ORANGE COUNTY  
5 TRANSPORTATION AUTHORITY

6 BY: \_\_\_\_\_  
7 Darrell E. Johnson  
8 Chief Executive Officer

APPROVED AS TO FORM:

9 BY: \_\_\_\_\_  
10 James M. Donich  
11 General Counsel

12 APPROVED:

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

14 BY: \_\_\_\_\_  
15 Jennifer L. Bergener  
16 Chief Operating Officer, Operations/Deputy Chief Executive Officer

17 DATED: \_\_\_\_\_

18 DATED: \_\_\_\_\_

19 COUNTY OF ORANGE

20 BY: \_\_\_\_\_  
21 Chairman of the Board of Supervisors  
22 County of Orange, California

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

26 Attest:

27 \_\_\_\_\_  
28 Robin Stieler  
Clerk of the Board  
County of Orange, California

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

BY: \_\_\_\_\_  
Deputy

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