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**FIRST AMENDMENT TO FIVE-YEAR AGREEMENT
BETWEEN THE
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND THE
COUNTY OF ORANGE**

THIS AGREEMENT is entered into this Eighth ~~day of April 2015~~ day of January 2016, which date is enumerated for purposes of reference only, by and between the ORANGE COUNTY TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend, effective January 8, 2016 that certain Agreement between the parties commencing July 1, 2015, hereinafter referred to as the "Agreement".

WITNESSETH:

~~WHEREAS, AUTHORITY wishes to contract with COUNTY for law enforcement services; and
WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth,
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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4 **Article 1. TERM:**

5 ~~The term of this Agreement shall be for five (5) years, commencing July 1, 2015~~
6 ~~and terminating June 30, 2020, unless earlier terminated by either party in the~~
7 ~~manner set forth herein.~~

8 **Article 2. TERMINATION:**

9 ~~A. AUTHORITY may terminate this Agreement for its convenience at any time,~~
10 ~~in whole or part, by giving COUNTY one hundred and eighty (180) days~~
11 ~~written notice thereof. Upon termination, AUTHORITY shall pay COUNTY its~~
12 ~~allowable costs incurred to date of that portion terminated. Said termination~~
13 ~~shall be construed in accordance with the provisions of CFR Title 48,~~
14 ~~Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific~~
15 ~~subparts and other provisions thereof applicable to termination for~~
16 ~~convenience. If AUTHORITY sees fit to terminate this Agreement for~~
17 ~~convenience, said notice shall be given to COUNTY in accordance with the~~
18 ~~provisions of the FAR referenced above. Upon receipt of said notification,~~
19 ~~COUNTY agrees to comply with all applicable provisions of the FAR~~
20 ~~pertaining to termination for convenience.~~

21 ~~B. AUTHORITY may terminate this Agreement for COUNTY's default if a~~
22 ~~federal or state proceeding for the relief of debtors is undertaken by or~~
23 ~~against COUNTY, or if COUNTY makes an assignment for the benefit of~~
24 ~~creditors, or if COUNTY breaches any term(s) or violates any provision(s) of~~
25 ~~this Agreement and does not cure such breach or violation within ten (10)~~
26 ~~calendar days after written notice thereof by AUTHORITY. COUNTY shall~~
27 ~~be liable for any and all reasonable costs incurred by AUTHORITY as a~~
28 ~~result of such default including, but not limited to, procurement costs of~~

1 ~~the same or similar services defaulted by COUNTY under this Agreement.~~
 2 ~~Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the~~
 3 ~~FAR.~~

4 ~~**Article 2. TERMINATION: (Continued)**~~

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

8 ~~**1. Article 3. REGULAR SERVICES BY COUNTY: Effective January 8, 2016.**~~

9 ~~REGULAR SERVICES BY COUNTY, Article 3 Subsection 3-A and 3-B are~~
 10 ~~amended as follows:~~

11 ~~A. COUNTY, through its Sheriff-Coroner deputies, officers and employees,~~
 12 ~~hereinafter referred to as "SHERIFF", shall render to AUTHORITY selected~~
 13 ~~services as hereinafter provided to the extent said services can reasonably~~
 14 ~~be performed by the law enforcement personnel for which this Agreement~~
 15 ~~provides. Such services shall include being present and assisting city and~~
 16 ~~county police agencies and AUTHORITY in the enforcement of lawful State~~
 17 ~~statutes and the ordinance of AUTHORITY set forth in Attachment A, which~~
 18 ~~is attached hereto and incorporated herein by this reference, at the areas~~
 19 ~~regularly Patrolled or Patrolled As Requested by AUTHORITY as listed in~~
 20 ~~Attachment B, which is attached hereto and incorporated herein by this~~
 21 ~~reference. In the event, the AUTHORITY updates the list of areas listed in~~
 22 ~~Attachment B, to be Regularly Patrolled or Patrolled As Requested by~~
 23 ~~AUTHORITY, AUTHORITY's CONTRACTS ADMINISTRATOR on behalf of~~
 24 ~~AUTHORITY and SHERIFF, or her~~

25 ~~**Article 3. REGULAR SERVICES BY COUNTY: (Continued)**~~

26 ~~A. —designee, on behalf of COUNTY, have authority to execute an~~
 27 ~~amendment of this Agreement to substitute the amended Attachment B hereto,~~
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1 as long as said amendment to this Agreement does not materially change any
2 other provision of this Agreement.

3 The above described service will be provided at the Patrolled As Requested
4 areas only if requested by AUTHORITY's Chief Executive Officer, hereinafter
5 referred to as "EXECUTIVE OFFICER", or his designee, and only to the extent
6 SHERIFF, or SHERIFF'S designee, determines that sufficient personnel
7 described in Subarticle 3-D are available to provide said services.

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8 **Article 3. REGULAR SERVICES BY COUNTY: (Continued)**

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9 B. As appropriate and as mutually agreed by SHERIFF personnel and Executive
10 Officer shall provide security services at the areas listed as Regularly Patrolled
11 in Attachment B. Upon learning of a violation occurring on said premises,
12 SHERIFF personnel shall take whatever steps they, in their sole judgment and
13 discretion, deem appropriate to prevent further violations, detain violators
14 and/or notify appropriate police agencies to investigate violations. Such steps
15 may include, but are not necessarily limited to, instructing violators to leave the
16 premises, arresting violators, notifying city or other police agencies of violations
17 so that they may assume jurisdiction, writing reports, and providing information
18 to Federal, State and local agencies. SHERIFF personnel will provide security
19 and other services on AUTHORITY's buses and other vehicles and at the areas
20 listed in Attachment Bas Patrolled As Requested in Attachment B, as mutually
21 agreed by SHERIFF and EXECUTIVE OFFICER, to the extent that the
22 SHERIFF, or SHERIFF'S designee, determines that sufficient personnel
23 described in Subarticle 3-D are available to provide said services. The
24 provisions of this agreement are not intended to circumvent or alter the
25 jurisdiction of any local law enforcement agency.

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26 ~~C. The night, day and evening law enforcement and supervisory shifts will be~~
27 ~~established by the mutual agreement of SHERIFF and AUTHORITY's~~
28 ~~EXECUTIVE OFFICER, or their designees. Personnel of each shift may~~

1 ~~work varying and different times and premises of AUTHORITY and may be~~
 2 ~~deployed to other shifts or premises when, in the opinion of SHERIFF and~~
 3 ~~EXECUTIVE OFFICER, the need arises. Any long term shift deployment~~
 4 ~~change will be reported to AUTHORITY's Board of Directors. SHERIFF and~~
 5 ~~AUTHORITY'S Executive Officer, or their designees, will meet annually to~~
 6 ~~develop an Annual Work Plan. A copy of the Annual Work Plan will be filed~~
 7 ~~with each agency's Contract Administrator.~~

8 ~~D. The level of service to be provided by SHERIFF, for the period July 1, 2015~~
 9 ~~through June 30, 2016, shall be as follows:~~

10 ~~**Article 3. REGULAR SERVICES BY COUNTY: (Continued)**~~

11 ~~**Management:**~~

- 12 ~~• One (1) Lieutenant~~

13 ~~**Supervision:**~~

- 14 ~~• Four (4) Sergeants~~
 15 ~~(each, 80 hours per two week pay period)~~

16 ~~**Investigation Services:**~~

- 17 ~~• One (1) Investigator~~
 18 ~~(80 hours per two week pay period)~~

19 ~~**Security, Patrol, and Law Enforcement:**~~

- 20 ~~• Fourteen (14) Deputy Sheriff IIs — Fixed Route Enforcement~~
 21 ~~(each 80 hours per two week pay period)~~
- 22 ~~• Five (5) Deputy Sheriff IIs — Rail~~
 23 ~~(each 80 hours per two week pay period)~~

24 ~~**Clerical Support:**~~

- 25 ~~• One (1) Office Technician~~
 26 ~~(80 hours per two week pay period)~~

27 ~~E. With respect to the regulations of the Orange County Taxicab~~
 28 ~~Administration Program (OCTAP) which is administered through the~~

1 ~~AUTHORITY for approximately 34 incorporated cities, SHERIFF shall~~
2 ~~receive applications for OCTAP permits pursuant to said regulations, and~~
3 ~~SHERIFF's staff assigned to provide services to AUTHORITY shall~~
4 ~~complete investigations relating to such applications. Said investigations~~
5 ~~shall be forwarded to OCTAP Administrator within the established timeline.~~
6 ~~SHERIFF shall designate a SHERIFF's employee assigned to provide~~
7 ~~contracted services to AUTHORITY as the representative to the OCTAP~~
8 ~~Public Safety Committee. COUNTY shall not provide any advisory,~~
9 ~~administrative, hearing or litigation attorney support or services related to~~

10 ~~**Article 3. REGULAR SERVICES BY COUNTY: (Continued)**~~

11 ~~the issuance of permits. COUNTY shall not provide any administrative or~~
12 ~~investigatory services related to the permits, except the investigations~~
13 ~~relating to initial applications for which this subsection provides.~~

14 ~~**Article 4. SPECIAL SERVICES BY COUNTY:**~~

15 ~~A. At the request of AUTHORITY, SHERIFF, in her sole discretion, may~~
16 ~~provide enhanced patrol, security, or other law enforcement services. The~~
17 ~~type, time and place of said services shall be agreed upon by SHERIFF and~~
18 ~~EXECUTIVE OFFICER. SHERIFF shall determine personnel and~~
19 ~~equipment needed for such services, and shall provide an initial estimate of~~
20 ~~personnel and equipment costs to AUTHORITY. If such services are in~~
21 ~~addition to the level of services listed in Subarticle 3-D of this Agreement,~~
22 ~~AUTHORITY shall reimburse COUNTY for such services at an amount~~
23 ~~computed by SHERIFF, based upon the most current COUNTY law~~
24 ~~enforcement cost study. SHERIFF shall bill AUTHORITY immediately after~~
25 ~~said special services are terminated.~~

26 ~~B. SHERIFF will provide three (3) canines for bomb detection services. The~~
27 ~~AUTHORITY shall reimburse COUNTY for the premium pay, overtime, and~~
28 ~~associated benefit costs and services and supplies for the Deputy Sheriff Its~~

1 ~~designated as the canine handlers. Such cost shall be included in the~~
2 ~~maximum cumulative payment obligation as provided in Subarticle 7-C.~~

3 ~~C. In accordance with Subarticle 4-A, SHERIFF will provide enhanced patrol,~~
4 ~~security, or other law enforcement services using specialized resources~~
5 ~~including, but not limited to, the Mounted Enforcement Unit to property~~
6 ~~owned by the AUTHORITY and as identified in Attachment E and which~~
7 ~~may be amended from time to time. Authorization for amendment of the~~
8 ~~attachment is provided in Subarticle 11-B. Such cost shall be included in the~~
9 ~~maximum cumulative payment obligation as provided in Subarticle 7-C.~~

10 **Article 5. RESPONSIBILITIES OF AUTHORITY:**

11 ~~A. AUTHORITY will provide all facilities and equipment reasonably necessary~~
12 ~~to carry out services authorized in this Agreement.~~

13 ~~B. AUTHORITY will permit SHERIFF to have exclusive use of up to fifteen (15)~~
14 ~~vehicles owned by AUTHORITY, to carry out services authorized in this~~
15 ~~Agreement. AUTHORITY shall be responsible for fuel and maintenance~~
16 ~~costs of the vehicles. At its own expense, AUTHORITY will promptly~~
17 ~~replace with an equivalent vehicle, any vehicle that has become unusable.~~

18 **Article 6. PERMITTING SERVICES BY AUTHORITY:**

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

25 **Article 7. PAYMENT:**

26 ~~A. AUTHORITY agrees to pay COUNTY the costs of performing the services~~
27 ~~mutually agreed upon in this Agreement. The cost of services includes~~

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~~salaries, wages, benefits, services, supplies, equipment, training, divisional, departmental and COUNTY General overhead.~~

~~B. Unless the level of service described in Subarticle 3-D is increased or decreased, the cost of services described in Article 3 of this Agreement to be provided by SHERIFF for the period July 1, 2015 through June 30, 2016, shall be as follows:~~

~~**SERVICE** _____ **COST OF SERVICE**~~

~~**Management:**~~

- ~~• One (1) Lieutenant~~
- ~~@ \$298,547 _____ \$ 298,547~~

~~**Article 7. PAYMENT: (Continued)**~~

~~**SERVICE** _____ **COST OF SERVICE**~~

~~**Supervision:**~~

- ~~• Four (4) Sergeants~~
- ~~@ \$254,808/each _____ \$ 1,019,232~~

~~**Investigation Services:**~~

- ~~• One (1) Investigator~~
- ~~@ \$227,249/each _____ \$ 227,249~~

~~**Patrol, Security and Law Enforcement:**~~

- ~~• Fourteen (14) Deputy Sheriff IIs — Fixed Route Enforcement~~
- ~~@ \$207,846/each _____ \$ 2,909,844~~

- ~~• Five (5) Deputy Sheriff IIs — Rail~~

- ~~@ \$207,846/each _____ \$ 1,039,230~~

~~**Clerical Support:**~~

- ~~• One (1) Office Technician~~
- ~~@ \$74,453/each _____ \$ 74,453~~

~~**Other Charges and Credits:** _____ **\$ 820,439**~~

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~~**Charges:** Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; premium pay for bilingual staff; contract administration; data line charges; direct services and supplies; dispatch support services; garage expense; holiday pay; Integrated Law & Justice Agency of Orange County; Mobile Data Computer (MDC) recurring cost for fourteen (14) units; on call pay; overtime; overtime rate adjustment patrol training cost allocation; Patrol Video System (PVS) recurring cost for eight (8) units.~~

~~**Credits:** Retirement reimbursement; and training reimbursement.~~

~~**TOTAL COST OF SERVICES** \$ 6,388,994~~

~~#~~

~~**Article 7. PAYMENT: (Continued)**~~

~~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, 2015 through June 30, 2016, shall be \$230,000, and COUNTY shall not be required to provide additional services and/or equipment costing more than \$230,000 annually.~~

~~COUNTY may also provide additional services in support of Transit Security Grant Funds. AUTHORITY's maximum cumulative payment obligation for~~

1 ~~these additional services for the period from July 1, 2015 through June 30,~~
2 ~~2016 shall be \$100,000.~~

3 ~~D. Unless AUTHORITY is required to pay for increases as set forth in~~
4 ~~Subarticle 7-K, the Firm, Fixed Total Cost to AUTHORITY for services~~
5 ~~described in Articles 3 and 4 of this Agreement during the period from~~
6 ~~July 1, 2015 through June 30, 2016 is \$6,718,994. The Firm, Fixed Cost of~~
7 ~~\$6,718,994 includes all amounts payable to COUNTY for its subcontractors,~~
8 ~~leases, materials and costs arising from, or due to, termination of this~~
9 ~~Agreement. However, if the parties, by mutual agreement, change the~~
10 ~~number or type of personnel to be provided by COUNTY, as authorized in~~
11 ~~Article 3, or the maximum obligations to provide and pay for special services~~

12 ~~**Article 7. PAYMENT: (Continued)**~~

13 ~~and equipment, set forth in Subarticle 7-C, then the Firm, Fixed Total Cost~~
14 ~~due from AUTHORITY will change accordingly.~~

15 ~~E. The Firm, Fixed Total Cost to AUTHORITY for services provided for the 12-~~
16 ~~month periods commencing July 1, 2016, 2017, 2018, and 2019, will be~~
17 ~~determined annually by COUNTY and approved by AUTHORITY. Each~~
18 ~~fiscal year, COUNTY shall submit to AUTHORITY in writing a recommended~~
19 ~~level of service for the following fiscal year. AUTHORITY shall remit to~~
20 ~~COUNTY, in writing, its response to the recommended level of service. If~~
21 ~~the parties are unable to agree by June 30 of any fiscal year on the level of~~
22 ~~service to be provided by COUNTY to AUTHORITY or on the amount to be~~
23 ~~paid by AUTHORITY for services to be provided by COUNTY for the~~
24 ~~following fiscal year, this Agreement will terminate as of September 30 of~~
25 ~~the following fiscal year. If the parties do not agree by June 30 on the level~~
26 ~~of service and cost of services for the following fiscal year, between July 1~~
27 ~~and September 30 of the following fiscal year, COUNTY will provide the~~

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1 ~~same level of service as was provided in the preceding fiscal year and~~
2 ~~AUTHORITY shall be obligated to pay the full costs of such services.~~

3 ~~F. COUNTY shall invoice AUTHORITY monthly for one-twelfth (1/12) of the~~
4 ~~amount obtained by subtracting any amounts owing for additional services,~~
5 ~~as described in Subarticle 7-C. The monthly invoice may also include credits~~
6 ~~due to the AUTHORITY for positions which were vacant and for which~~
7 ~~services were not otherwise provided.~~

8 ~~G. AUTHORITY shall pay COUNTY in accordance with COUNTY Board of~~
9 ~~Supervisors' approved County Billing Policy, which is attached hereto as~~
10 ~~Attachment C and incorporated herein by reference.~~

11 ~~H. COUNTY shall charge AUTHORITY late payment penalties in accordance~~
12 ~~with COUNTY Billing Policy.~~

13 ~~**Article 7. PAYMENT: (Continued)**~~

14 ~~I. As reimbursement for the costs of providing fingerprinting services,~~
15 ~~COUNTY shall retain all fees for fingerprinting by SHERIFF's staff paid by~~
16 ~~applicants for the permits described in Subarticle 3-E.~~

17 ~~J. In the sole discretion of SHERIFF, COUNTY may utilize employees~~
18 ~~classified as Extra Help to provide services described in Articles 3 and 4.~~

19 ~~K.1. At the time this Agreement is executed, there are unresolved issues~~
20 ~~pertaining to potential changes in salaries and benefits for COUNTY~~
21 ~~employees. The cost of such potential changes are not included in the~~
22 ~~Fiscal Year 2015-16 costs set forth in Subarticles 7-B and 7-C nor in the~~
23 ~~FY 2015-16, Firm, Fixed Total Cost to the AUTHORITY set forth in~~
24 ~~Subarticle 7-D of this Agreement. If the changes result in the COUNTY~~
25 ~~incurring or becoming obligated to pay for increased costs for or on account~~
26 ~~of personnel whose costs are included in the calculations of costs charged~~
27 ~~to AUTHORITY hereunder, AUTHORITY shall pay COUNTY, in addition to~~
28 ~~the Firm, Fixed Total Cost set forth in Subarticle 7-D of this Agreement, the~~

1 ~~full costs of said increases to the extent such increases are attributable to~~
2 ~~work performed by such personnel after July 1, 2015, and AUTHORITY's~~
3 ~~Firm, Fixed Total Cost hereunder shall be deemed to have increased~~
4 ~~accordingly. AUTHORITY shall pay COUNTY in full for such increases on a~~
5 ~~pro-rata basis over the portion of the period between July 1, 2015 and June~~
6 ~~30, 2016 remaining after COUNTY notifies the AUTHORITY that increases~~
7 ~~are payable. If the changes result in the COUNTY incurring or becoming~~
8 ~~obligated to pay for decreased costs for or on account of personnel whose~~
9 ~~costs are included in the calculations of costs charged to the AUTHORITY~~
10 ~~hereunder, COUNTY shall reduce the amount owed by the AUTHORITY to~~
11 ~~the extent such decreases are attributable to work performed by such~~
12 ~~personnel during the period July 1, 2015 through June 30, 2016, and the~~

13 ~~**Article 7. PAYMENT: (Continued)**~~

14 ~~AUTHORITY's Firm, Fixed Total Cost hereunder shall be deemed to have~~
15 ~~decreased accordingly. COUNTY shall reduce required payment by the~~
16 ~~AUTHORITY in full for such decreases on a pro-rata basis over the portion~~
17 ~~of the period July 1, 2015 through June 30, 2016 remaining after COUNTY~~
18 ~~notifies the AUTHORITY that the Firm Fixed Total Cost has decreased.~~

19 ~~K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle~~
20 ~~7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level~~
21 ~~of service provided to AUTHORITY pursuant to Subarticle 3-D of this~~
22 ~~Agreement to a level that will make the Firm, Fixed Total Cost to~~
23 ~~AUTHORITY between July 1, 2015 and June 30, 2016 an amount specified~~
24 ~~by AUTHORITY that is equivalent to or higher than the Firm, Fixed Total~~
25 ~~Cost set forth in Subarticle 7-D for said period, at the time this Agreement~~
26 ~~was executed. The purpose of such adjustment of service levels will be to~~
27 ~~give AUTHORITY the option of keeping its Firm, Fixed Total Cost for said~~
28 ~~period at the pre-increase level or at any other higher level specified by~~

1 ~~AUTHORITY. In the event of such reduction in level of service and~~
 2 ~~adjustment of costs, the parties shall execute an amendment to this~~
 3 ~~Agreement so providing. Decisions about how to reduce the level of service~~
 4 ~~provided to AUTHORITY will be made by SHERIFF with the approval of~~
 5 ~~AUTHORITY.~~

6 **Article 8. NOTICES:**

7 ~~A. Except for the notices provided for in Subarticle B of this Article, all notices~~
 8 ~~authorized or required by this Agreement shall be effective when written and~~
 9 ~~deposited in the United States mail, first class postage prepaid and~~
 10 ~~addressed as follows:~~

11 ~~#~~

12 ~~#~~

13 **Article 8. NOTICES: (Continued)**

14 **AUTHORITY:** ~~ATTN: CONTRACTS ADMINISTRATOR~~
 15 ~~ORANGE COUNTY TRANSPORTATION AUTHORITY~~
 16 ~~550 SOUTH MAIN STREET~~
 17 ~~P.O. BOX 14184~~
 18 ~~ORANGE CA 92613~~

19 **COUNTY:** ~~ATTN: LAW ENFORCEMENT CONTRACT MANAGER~~
 20 ~~SHERIFF-CORONER DEPARTMENT~~
 21 ~~320 NORTH FLOWER STREET, SUITE 108~~
 22 ~~SANTA ANA CA 92703~~

23 ~~B. Termination notices shall be effective when written and deposited in the~~
 24 ~~United States mail, certified, return receipt requested and addressed as~~
 25 ~~above.~~

26 **Article 9. STATUS OF COUNTY:**

27 ~~COUNTY is, and shall at all times be deemed to be, an independent contractor.~~
 28 ~~Nothing herein contained shall be construed as creating the relationship of~~

1 ~~employer and employee, or principal and agent, between AUTHORITY and~~
2 ~~COUNTY or any of COUNTY's agents or employees. COUNTY and its~~
3 ~~SHERIFF shall retain all authority for rendition of services, standards of~~
4 ~~performance, control of personnel, and other matters incident to the~~
5 ~~performance of services by COUNTY pursuant to this Agreement. COUNTY,~~
6 ~~its agents and employees shall not be entitled to any rights or privileges of~~
7 ~~AUTHORITY employees and shall not be considered in any manner to be~~
8 ~~AUTHORITY employees.~~

9 **Article 10. AUDIT AND INSPECTION OF RECORDS:**

10 ~~A. COUNTY shall provide AUTHORITY, the U.S. Department of Transportation~~
11 ~~(DOT), the Comptroller General of the United States, or other agents of~~
12 ~~AUTHORITY, such access to COUNTY's accounting books, records, payroll~~

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

14 ~~documents and facilities of the COUNTY which are directly pertinent to this~~
15 ~~Agreement for the purposes of examining, auditing and inspecting all~~
16 ~~accounting books, records, work data, documents and activities related~~
17 ~~hereto. COUNTY shall maintain such books, records, data and documents~~
18 ~~in accordance with generally accepted accounting principles and shall~~
19 ~~clearly identify and make such items readily accessible to such parties~~
20 ~~during COUNTY's performance hereunder and for a period of four (4) years~~
21 ~~from the date of final payment by AUTHORITY. AUTHORITY's right to audit~~
22 ~~books and records directly related to this Agreement shall also extend to all~~
23 ~~first-tier subcontractors (any subcontractor providing services for this~~
24 ~~Agreement under direct contract with COUNTY) identified in this Agreement.~~
25 ~~COUNTY shall permit any of the foregoing parties to reproduce documents~~
26 ~~by any means whatsoever or to copy excerpts and transcriptions as~~
27 ~~reasonably necessary.~~

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1 ~~B. Pursuant to Government Code Section 8546.7, AUTHORITY and COUNTY~~
2 ~~shall be subject to examination and audit by the State Auditor for a period of~~
3 ~~three years after final payment by AUTHORITY to COUNTY under this~~
4 ~~Agreement. AUTHORITY shall retain all records relating to the performance~~
5 ~~of this Agreement for said three-year period, except those records~~
6 ~~pertaining to any audit then in progress, or any claim or litigation, which shall~~
7 ~~be retained beyond said three-year period, until final resolution of said audit,~~
8 ~~claim or litigation. COUNTY shall retain all records relating to the~~
9 ~~performance of this Agreement in accordance with Subarticle A of this~~
10 ~~Article, except those records pertaining to any audit then in progress, or any~~
11 ~~claim or litigation, which shall be retained until final resolution of said audit,~~
12 ~~claim or litigation.~~

13 #

14 **Article 11. ALTERATION OF TERMS:**

15 ~~A. This Agreement, including the Attachments hereto, fully expresses all~~
16 ~~understanding of AUTHORITY and COUNTY with respect to the subject~~
17 ~~matter of this Agreement, and shall constitute the total Agreement between~~
18 ~~the parties for these purposes. No addition to, or alteration of, the terms of~~
19 ~~this Agreement shall be valid unless made in writing, formally approved and~~
20 ~~executed by duly authorized agents of both parties.~~

21 ~~B. The SHERIFF, on behalf of COUNTY, and the EXECUTIVE OFFICER, on~~
22 ~~behalf of AUTHORITY are authorized to execute amendments to add new~~
23 ~~locations to Attachment E.~~

24 **Article 12. INDEMNIFICATION:**

25 ~~A. COUNTY and its elected and appointed officials, officers, agents,~~
26 ~~employees, subcontractors and independent contractors shall not be~~
27 ~~deemed to have assumed any liability for the negligence or any other act or~~
28 ~~omission of AUTHORITY or any of its officers, agents, employees,~~

1 ~~subcontractors or independent contractors or of non-COUNTY security~~
2 ~~personnel located at AUTHORITY facilities or on AUTHORITY buses and~~
3 ~~other vehicles, or for any dangerous or defective condition of any work or~~
4 ~~property of AUTHORITY, or for any illegality or unconstitutionality of~~
5 ~~AUTHORITY's rules, regulations or ordinances. AUTHORITY shall~~
6 ~~indemnify and hold harmless COUNTY and its elected and appointed~~
7 ~~officials, officers, agents, employees, subcontractors and independent~~
8 ~~contractors from any claim or liability whatsoever based or asserted upon~~
9 ~~the condition of any work or property of AUTHORITY, or upon the illegality~~
10 ~~or unconstitutionality of any rule, regulation or ordinance of AUTHORITY~~
11 ~~that SHERIFF has enforced, or upon any act or omission of AUTHORITY or~~
12 ~~its elected and appointed officials, officers, agents, employees,~~
13 ~~subcontractors or independent contractors, or of non-COUNTY security~~

14 **Article 12. INDEMNIFICATION: (Continued)**

15 ~~personnel located at AUTHORITY facilities or on Authority buses or other~~
16 ~~vehicles, related to this Agreement, including, but not limited to, any act or~~
17 ~~omission related to the maintenance or condition of any vehicle or~~
18 ~~motorcycle that is owned or possessed by AUTHORITY and used by~~
19 ~~COUNTY personnel in the performance of this Agreement, for property~~
20 ~~damage, bodily injury or death or any other element of damage of any kind~~
21 ~~or nature, and AUTHORITY shall defend at its expense including attorney~~
22 ~~fees and with counsel approved in writing by COUNTY, COUNTY and its~~
23 ~~elected and appointed officials, officers, agents, employees, subcontractors~~
24 ~~and independent contractors in any legal action or claim of any kind based~~
25 ~~upon such condition of work or property, or illegality or unconstitutionality of~~
26 ~~rule, regulation or ordinance, or alleged acts or omissions. AUTHORITY~~
27 ~~shall purchase adequate levels of insurance and/or maintain substantial and~~
28 ~~proper liability reserves in order to honor potential claims and judgments. If~~

1 ~~judgment is entered against AUTHORITY and COUNTY by a court of~~
2 ~~competent jurisdiction because of the concurrent active negligence of either~~
3 ~~party, AUTHORITY and COUNTY agree that liability will be apportioned as~~
4 ~~determined by the court. Neither party shall request a jury apportionment.~~

5 ~~B. COUNTY shall indemnify and hold harmless AUTHORITY, and its elected~~
6 ~~and appointed officials, officers, agents, employees, subcontractors and~~
7 ~~independent contractors from any claim or liability whatsoever based or~~
8 ~~asserted upon any act or omission of COUNTY, its elected and appointed~~
9 ~~officials, officers, agents, employees, subcontractors or independent~~
10 ~~contractors related to this Agreement, for property damage, bodily injury or~~
11 ~~death or any other element of damage of any kind or nature, and COUNTY~~
12 ~~shall defend at its expense including attorney fees, AUTHORITY and its~~
13 ~~elected and appointed officials, officers, agents, employees, subcontractors~~

14 **Article 12. INDEMNIFICATION: (Continued)**

15 ~~and independent contractors in any legal action or claim of any kind based~~
16 ~~upon such alleged acts or omissions. COUNTY shall purchase adequate~~
17 ~~levels of insurance and/or maintain substantial and proper liability reserves~~
18 ~~in order to honor potential claims and judgments.~~

19 ~~C. AUTHORITY shall provide COUNTY annually a certificate of self insurance~~
20 ~~evidencing coverage for liability and workers' compensation.~~

21 ~~COUNTY shall provide AUTHORITY annually a certificate of self insurance~~
22 ~~evidencing coverage for liability and workers' compensation.~~

23 ~~D. COUNTY shall be responsible for any damage caused to AUTHORITY~~
24 ~~vehicles used by COUNTY under this Agreement as a result of a vehicular~~
25 ~~collision. COUNTY shall not be responsible for property damage not related~~
26 ~~to vehicle collisions which may result from theft, vandalism or expected~~
27 ~~general operating use of AUTHORITY vehicles. Such responsibility shall~~
28 ~~not extend to any damage to AUTHORITY vehicles caused by any~~

1 ~~maintenance related issue associated with said vehicles. COUNTY~~
2 ~~reserves the right to subrogate against the responsible party to recover~~
3 ~~expenses paid to AUTHORITY.~~

4 ~~**Article 13. MOBILE DATA COMPUTERS:**~~

5 ~~A. As part of the law enforcement services to be provided to AUTHORITY,~~
6 ~~COUNTY has provided, or will provide, mobile data computers (hereinafter~~
7 ~~called "MDCs") that are or will be mounted in patrol vehicles designated by~~
8 ~~COUNTY for use within AUTHORITY limits.~~

9 ~~B. SHERIFF has the exclusive right to use said MDCs for law enforcement~~
10 ~~services related to this Agreement.~~

11 ~~C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the~~
12 ~~acquisition and installation of MDCs that are or will be mounted in patrol~~
13 ~~vehicles owned by AUTHORITY provided in accordance with Subarticle 5-B,~~

14 ~~**Article 13. MOBILE DATA COMPUTERS: (Continued)**~~

15 ~~and b) recurring costs, as deemed necessary by COUNTY, including the~~
16 ~~costs of maintenance and contributions to a fund for replacement and~~
17 ~~upgrade of such MDCs when they become functionally or technologically~~
18 ~~obsolete.~~

19 ~~The costs to be paid by AUTHORITY for recurring costs, including~~
20 ~~maintenance and replacement/upgrade of MDCs, are included in the costs~~
21 ~~set forth in Subarticle 7-B and the Firm Fixed Total Cost to AUTHORITY set~~
22 ~~forth in Subarticle 7-D of this Agreement unless AUTHORITY has already~~
23 ~~paid such costs. AUTHORITY shall not be charged additional amounts for~~
24 ~~maintenance or replacement/upgrade of said MDCs during the period July~~
25 ~~1, 2015 through June 30, 2016.~~

26 ~~D. If, following the initial acquisition of MDCs referenced above, AUTHORITY~~
27 ~~requires MDCs for additional patrol cars designated for use in the~~
28 ~~AUTHORITY, COUNTY will purchase said additional MDCs. Upon demand~~

1 ~~by COUNTY, AUTHORITY will pay to COUNTY a) the full costs of~~
2 ~~acquisition and installation of said additional MDC's, and b) the full recurring~~
3 ~~costs for said MDCs, as deemed necessary by COUNTY, including the~~
4 ~~costs of maintenance, and contributions to a fund for replacement and~~
5 ~~upgrade of such MDCs when they become functionally or technologically~~
6 ~~obsolete. Said costs related to additional MDCs are not included in, and are~~
7 ~~in addition to, the costs set forth in Subarticle 7-B and the Maximum~~
8 ~~Obligation of AUTHORITY set forth in Subarticle 7-D of this Agreement.~~

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

14 ~~**Article 14. PATROL VIDEO SYSTEM:**~~

15 ~~A. As part of the law enforcement services to be provided to AUTHORITY,~~
16 ~~COUNTY has provided, or will provide, patrol video systems (hereinafter~~
17 ~~called "PVS") that are or will be mounted in patrol vehicles designated by~~
18 ~~COUNTY for use within AUTHORITY service area.~~

19 ~~B. SHERIFF has the exclusive right to use said PVS for law enforcement~~
20 ~~services related to this Agreement.~~

21 ~~C. AUTHORITY shall pay COUNTY the full costs to COUNTY of a) the~~
22 ~~acquisition and installation of Patrol Video Systems (PVS) that are or will be~~
23 ~~mounted in patrol vehicles owned by AUTHORITY provided in accordance~~
24 ~~with Subarticle 5-B, and b) recurring costs, as deemed necessary by~~
25 ~~COUNTY, including the costs of maintenance and contributions to a fund for~~
26 ~~replacement and upgrade of such PVS when they become functionally or~~
27 ~~technologically obsolete.~~

28

1 ~~The costs to be paid by AUTHORITY for recurring costs, including~~
2 ~~maintenance and replacement/upgrade of PVS, are included in the costs~~
3 ~~set forth in Subarticle 7-B and the Maximum Obligation of AUTHORITY set~~
4 ~~forth in Subarticle 7-D of this Agreement unless AUTHORITY has already~~
5 ~~paid such costs. AUTHORITY shall not be charged additional amounts for~~
6 ~~maintenance or replacement/upgrade of said PVS during the period July 1,~~
7 ~~2015 through June 30, 2016.~~

8 ~~D. If, following the initial acquisition of PVS referenced above, AUTHORITY~~
9 ~~requires PVS for additional patrol cars designated for use in the~~
10 ~~AUTHORITY service area, COUNTY will purchase said additional PVS.~~
11 ~~Upon demand by COUNTY, AUTHORITY will pay to COUNTY a) the full~~
12 ~~costs of acquisition and installation of said additional PVS, and b) the full~~
13 ~~recurring costs for said PVS, as deemed necessary by COUNTY, including~~
14 ~~the costs of maintenance, and contributions to a fund for replacement and~~

15 ~~**Article 14. PATROL VIDEO SYSTEM: (Continued)**~~

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

20 ~~**Article 15. DISPUTES:**~~

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

27 ~~**Article 16. ASSIGNMENTS AND SUBCONTRACTING:**~~

28

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

7 **Article 17. FEDERAL, STATE AND LOCAL LAWS:**

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

12 **Article 18. EQUAL EMPLOYMENT OPPORTUNITY:**

13 In connection with its performance under this Agreement, COUNTY shall not
14 discriminate against any employee or applicant for employment because of
15 race, religion, color, sex, age or national origin. COUNTY shall take

16 **Article 18. EQUAL EMPLOYMENT OPPORTUNITY: (Continued)**

17 appropriate actions to ensure that applicants are employed, and that
18 employees are treated during their employment, without regard to their race,
19 religion, color, sex, age or national origin. Such actions shall include, but not
20 be limited to, the following: employment, upgrading, demotion or transfer;
21 recruitment or recruitment advertising; layoff or termination; rates of pay or
22 other forms of compensation; and selection for training, including
23 apprenticeship.

24 **Article 19. COUNTY PROHIBITED INTERESTS:**

25 A. COUNTY covenants that, for the term of this Agreement, no director,
26 member, officer or employee of AUTHORITY during his/her tenure in office
27 or for one (1) year thereafter, shall have any interest, direct or indirect, in
28 this Agreement or the proceeds thereof.

1 ~~B. No member of or delegate to, the Congress of the United States shall have~~
2 ~~any interest, direct or indirect, in this Agreement or to the benefits thereof.~~

3 ~~**Article 20. FORCE MAJEURE:**~~

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

13 ~~**Article 21. CIVIL RIGHTS ASSURANCE:**~~

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

16 ~~**Article 21. CIVIL RIGHTS ASSURANCE: (Continued)**~~

17 ~~A. Compliance with Regulations: COUNTY shall comply with the Regulations~~
18 ~~relative to nondiscrimination in federally assisted programs of the~~
19 ~~Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal~~
20 ~~Regulations, Part 21, as they may be amended from time to time,~~
21 ~~(hereinafter referred to as the Regulations), which are herein incorporated~~
22 ~~by reference and made a part of this Agreement.~~

23 ~~B. Nondiscrimination: COUNTY, with regard to the work performed by it during~~
24 ~~the Agreement, shall not discriminate on the grounds of race, color, or~~
25 ~~national origin in the selection and retention of subcontractors, including~~
26 ~~procurements of materials and leases of equipment. The COUNTY shall not~~
27 ~~participate either directly or indirectly in the discrimination prohibited by~~

28

1 ~~Section 21.5 of the Regulations, including employment practices when the~~
2 ~~Agreement covers a program set forth in Appendix C of the Regulations.~~

3 ~~C. Solicitations for Subcontracts, Including Procurement of Materials and~~
4 ~~Equipment: In all solicitations either by competitive bidding or negotiation~~
5 ~~made by the COUNTY for work to be performed under a subcontract under~~
6 ~~this Agreement, including procurements of materials or leases of equipment,~~
7 ~~each potential subcontractor or supplier shall be notified by the COUNTY of~~
8 ~~the COUNTY's obligations under this Agreement and the Regulations~~
9 ~~relative to nondiscrimination on the grounds of race, color, or national origin.~~

10 ~~D. Information and Reports: COUNTY shall provide all information and reports~~
11 ~~required by the Regulations or directives issued pursuant thereto, and shall~~
12 ~~permit access to its books, records, accounts, other sources of information~~
13 ~~and its facilities as may be determined by the AUTHORITY to be pertinent~~
14 ~~to ascertain compliance with such Regulations, orders and instructions.~~
15 ~~Where any information required of a COUNTY is in the exclusive~~
16 ~~possession of another who fails or refuses to furnish this information the~~

17 ~~**Article 21. CIVIL RIGHTS ASSURANCE: (Continued)**~~

18 ~~COUNTY shall so certify to the AUTHORITY as appropriate, and shall set~~
19 ~~forth what efforts it has made to obtain the information.~~

20 ~~E. Sanctions for Noncompliance: In the event of the COUNTY's~~
21 ~~noncompliance with nondiscrimination provisions of this Agreement, the~~
22 ~~AUTHORITY shall impose Agreement sanctions as it may determine to be~~
23 ~~appropriate, including, but not limited to:~~

- 24 ~~1. Withholding of payments to the COUNTY under the Agreement until the~~
25 ~~COUNTY complies; and/or~~
- 26 ~~2. Cancellation, termination, or suspension of the Agreement, in whole or in~~
27 ~~part if the COUNTY fails to comply.~~

28

1 ~~AUTHORITY will promptly provide written notice to COUNTY if~~
2 ~~AUTHORITY believes that COUNTY is noncompliant.~~

3 ~~F. Title VI of the Civil Rights Act. In determining the types of property or~~
4 ~~services to acquire, no person in the United States shall, on the grounds of~~
5 ~~race, color, or national origin, be excluded from participation in, be denied~~
6 ~~the benefits of, or otherwise be subjected to discrimination under any~~
7 ~~program or activity receiving Federal financial assistance in violation of Title~~
8 ~~VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d et~~
9 ~~seq., and DOT regulations, "Nondiscrimination in Federally Assisted~~
10 ~~Programs of the Department of Transportation—Effectuation of Title VI of~~
11 ~~the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular~~
12 ~~4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-~~
13 ~~13-07, provides FTA guidance and instructions for implementing DOT's Title~~
14 ~~VI regulations.~~

15 ~~The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C.~~
16 ~~Sections 12101 et seq., prohibits discrimination against qualified individuals~~
17 ~~with disabilities in all programs, activities, and services of public entities, as~~

18 ~~**Article 21. CIVIL RIGHTS ASSURANCE: (Continued)**~~

19 ~~well as imposes specific requirements on public and private providers of~~
20 ~~transportation.~~

21 ~~G. Incorporation of Provisions: COUNTY shall include the provisions of~~
22 ~~paragraphs (A) through (F) in every subcontract under this Agreement,~~
23 ~~including procurements of materials and leases of equipment, unless~~
24 ~~exempt by the Regulations, or directives issued pursuant thereto. The~~
25 ~~COUNTY shall take such action with respect to any subcontract or~~
26 ~~procurement as the AUTHORITY may direct as a means of enforcing such~~
27 ~~provisions including sanctions for noncompliance. Provided, however, that in~~
28 ~~the event a COUNTY becomes involved in, or is threatened with, litigation~~

1 ~~with a subcontractor or supplier as a result of such direction, the COUNTY~~
2 ~~may request the AUTHORITY to enter into such litigation to protect the~~
3 ~~interests of the AUTHORITY, and, in addition, the COUNTY may request~~
4 ~~the United States to enter into such litigation to protect the interests of the~~
5 ~~United States.~~

6 **Article 22. ALCOHOL AND DRUG POLICY:**

7 ~~A. COUNTY agrees to establish and implement an alcohol and drug program~~
8 ~~that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace~~
9 ~~Act of 1988), which is attached to this Agreement as Attachment D, and~~
10 ~~produce any documentation necessary to establish its compliance with~~
11 ~~sections 701-707.~~

12 ~~B. Failure to comply with this Article may result in nonpayment or termination of~~
13 ~~this Agreement.~~

14 **Article 23. PRIVACY ACT:**

15 ~~COUNTY shall comply with, and assures the compliance of its employees with,~~
16 ~~the information restrictions and other applicable requirements of the Privacy Act~~
17 ~~of 1974, 5 U.S.C. §552a. Among other things, COUNTY agrees to obtain the~~

18 **Article 23. PRIVACY ACT: (Continued)**

19 ~~express consent of the Federal Government before the COUNTY or its~~
20 ~~employees operate a system of records on behalf of the Federal Government.~~
21 ~~COUNTY understands that the requirements of the Privacy Act, including the~~
22 ~~civil and criminal penalties for violation of that Act, apply to those individuals~~
23 ~~involved, and that failure to comply with the terms of the Privacy Act may result~~
24 ~~in termination of the underlying Agreement.~~

25 **Article 24. INCORPORATION OF FTA TERMS:**

26 ~~To the extent applicable, all contractual provisions required by Department of~~
27 ~~Transportation (DOT), whether or not expressly set forth in this document, as~~
28 ~~set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended,~~

1 ~~are hereby incorporated by reference. Anything to the contrary herein~~
2 ~~notwithstanding, all FTA mandated terms shall be deemed to control in the~~
3 ~~event of a conflict with other provisions contained in this Agreement. COUNTY~~
4 ~~shall not perform any act, fail to perform any act, or refuse to comply with any~~
5 ~~requests, which would cause AUTHORITY to be in violation of the FTA terms~~
6 ~~and conditions.~~

7 **Article 25. FEDERAL CHANGES:**

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

16 #

17 #

18 **Article 26. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

28

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

3 A. COUNTY acknowledges that the provisions of the Program Fraud Civil
4 Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT
5 regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its
6 actions pertaining to this project. Accordingly, by signing this Agreement,
7 COUNTY certifies or affirms the truthfulness and accuracy of any statement
8 it has made, it makes, it may make, or causes to be made, pertaining to the
9 underlying Agreement of the FTA assisted project for which this
10 Agreement's work is being performed. COUNTY also acknowledges that if it
11 makes, or causes to be made, a false, fictitious, or fraudulent claim,
12 statement, submission, or certification, the Federal Government reserves
13 the right to impose penalties of the Program Fraud Civil Remedies Act of
14 1986 on the COUNTY to the extent the Federal Government deems
15 appropriate.

16 B. COUNTY also acknowledges that if it makes, or causes to be made, a false,
17 fictitious, or fraudulent claim, statement, submission, or certification to the
18 Federal Government under an agreement connected with a project that is

19 ~~Article 27. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS~~
20 ~~AND RELATED ACTS: (Continued)~~

21 financed in whole or part with Federal assistance awarded by FTA under the
22 authority of 49 U.S.C. chapter 53, the Government reserves the right to
23 impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5323 (l) et seq. on
24 the COUNTY, to the extent the Federal Government deems appropriate.
25 COUNTY agrees to include this requirement in all of its subcontracts under
26 this Agreement.

27 ~~Article 28. RECYCLED PRODUCTS~~

28

1 ~~To the extent applicable, COUNTY shall comply with all the requirements of~~
 2 ~~Section 6002 of the Resource Conservation and Recovery Act (RCRA), as~~
 3 ~~amended (42 U.S.C. 6962), including but not limited to the regulatory provisions~~
 4 ~~of 40 CFR Part 247, and Executive Order 12873, as they apply to the~~
 5 ~~procurement of the items designated in subpart B of 40 CFR Part 247.~~
 6 ~~COUNTY agrees to include this requirement in all of its subcontracts under this~~
 7 ~~Agreement.~~

8 **Article 29. CODE OF CONDUCT**

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

13 **Article 30. DISADVANTAGED BUSINESS ENTERPRISES**

14 ~~This Agreement is subject to Title 49 Code of Federal Regulations (CFR), Part~~
 15 ~~26, entitled "Participation by Disadvantaged Business Enterprises in~~
 16 ~~Department of Transportation Financial Assistance Programs"~~
 17 ~~(Regulations).The Regulations in their entirety are incorporated herein by this~~
 18 ~~reference.~~

19 ~~2. All other provisions of the Agreement, to the extent that they are not in conflict with~~
 20 ~~the FIRST AMENDMENT TO AGREEMENT, remain unchanged.~~

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

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DATED: _____
ORANGE COUNTY
TRANSPORTATION AUTHORITY

BY: _____
Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:
BY: _____
Kennard R. Smart, Jr.
General Counsel

APPROVED:
BY: _____

DATED: _____

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General Manager
Transit Operations

DATED: _____

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors
County of Orange, California

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

Attest:

Robin Stieler
Interim Clerk of the Board
County of Orange, California

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

BY: _____
Deputy

DATED: _____