

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
11 pursuant to Subarticle 4-B for the period from July 1, 2024 through June 30,
12 2025, shall be \$324,207 and are included in the Firm, Fixed Total Cost as set
13 forth 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, 2024 through June 30,
18 2025 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, 2024 through June 30,
23 2025 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, 2024 through
28 June 30, 2025 is \$12,659,436 as set forth in Attachment D. The Firm, Fixed

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

- 8 3. For the period July 1, 2024 through June 30, 2025, 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 2024-25 costs set forth in Subarticles 7-B and 7-C nor in the
14 FY 2024-25, 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, 2024, 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, 2024 and June
25 30, 2025 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, 2024 through June 30, 2025, 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, 2024 through June 30, 2025 remaining after COUNTY
8 notifies the AUTHORITY that the Firm Fixed Total Cost has decreased.

9 7K.2. If AUTHORITY is required to pay for cost increases as set forth in Subarticle
10 7K-1 above, COUNTY, at the request of AUTHORITY, will reduce the level
11 of service provided to AUTHORITY pursuant to Subarticle 3-E of this
12 Agreement to a level that will make the Firm, Fixed Total Cost to
13 AUTHORITY between July 1, 2024 and June 30, 2025 an amount specified
14 by AUTHORITY that is equivalent to or higher than the Firm, Fixed Total
15 Cost set forth in Subarticle 7-D for said period, at the time this Agreement
16 was executed. The purpose of such adjustment of service levels will be to
17 give AUTHORITY the option of keeping its Firm, Fixed Total Cost for said
18 period at the pre-increase level or at any other higher level specified by
19 AUTHORITY. In the event of such reduction in level of service and
20 adjustment of costs, the parties shall execute an amendment to this
21 Agreement so providing. Decisions about how to reduce the level of service
22 provided to AUTHORITY will be made by SHERIFF with the approval of
23 AUTHORITY."
24

25 4. AUTHORITY shall pay COUNTY in accordance with COUNTY Board of
26 Supervisors' approved County Billing Policy, Attachment F. Payments made
27 electronically via a credit card or through a banking system that charges Merchant
28 Fees, Service Fees, or any other Fees shall be the responsibility of AUTHORITY.

1 If the County is charged any of the before mentioned fees, AUTHORITY shall be
2 responsible for payment of these fees to the County.

3

4 5. Effective July 1, 2024, Attachments C and D are amended as attached hereto.
5 Attachment C and D are incorporated into this agreement by this reference.

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7 6. All other provisions of the Agreement, to the extent that they are not in conflict with
8 the FIFTH AMENDMENT to AGREEMENT, remain unchanged.

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1 **IN WITNESS WHEREOF**, the parties have executed the FIFTH AMENDMENT TO
2 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:
BY: _____
James M. Donich
General Counsel

9 APPROVED:
10 BY: _____
11 Jennifer L. Bergener
12 Chief Operating Officer, Operations/Deputy Chief Executive Officer

DATED: _____

13 DATED: _____

14 DATED: _____
15 COUNTY OF ORANGE

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

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

23 _____
24 Robin Stieler
25 Clerk of the Board
26 County of Orange, California

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

27 BY: _____
28 Deputy 
B7726751D1E947E...

DATED: 4/16/2024

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2024-25
ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)
"REGULAR SERVICES BY COUNTY"
(Subarticle 3-E)**

ATTACHMENT C

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant		5.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		1.00	80 hrs./ per two wk. pay period
SECURITY, PATROL AND LAW ENFORCEMENT:			
Deputy Sheriff II	Fixed Route Enforcement	16.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Rail	5.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II	Homeless Liaison Officer	4.00	each, 80 hrs./ per two wk. pay period
CLERICAL SUPPORT:			
Office Specialist		1.00	80 hrs./ per two wk. pay period
TOTAL		33.00	

**ORANGE COUNTY SHERIFF-CORONER
LAW ENFORCEMENT CONTRACT
FY 2024-25
ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)**

ATTACHMENT D

**"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:				
Captain		1.00	\$ 486,107	\$ 486,107
SUPERVISION:				
Sergeant		5.00	\$ 377,370	\$ 1,886,850
Investigator		1.00	\$ 334,198	\$ 334,198
SECURITY, PATROL AND LAW ENFORCEMENT:				
Deputy Sheriff II	Fixed Route Enforcement	16.00	\$ 303,281	\$ 4,852,496
Deputy Sheriff II	Rail	5.00	\$ 303,281	\$ 1,516,405
Deputy Sheriff II	Homeless Liaison Officer	4.00	\$ 303,281	\$ 1,213,124
CLERICAL SUPPORT:				
Office Specialist		1.00	\$ 115,338	\$ 115,338
TOTAL POSITIONS		33.00		\$ 10,404,518

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; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; dispatch support services; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring/replacement cost for seventeen (17) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call pay; services and supplies; and transportation charges.

CREDITS:

TOTAL OTHER CHARGES AND CREDITS	\$ 1,806,961
TOTAL COST OF SERVICES-MAXIMUM OBLIGATION (Subarticle 7-B)	\$ 12,211,479

SPECIAL SERVICES (Article 7-C):

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
Canine Units	Article 4-B, 7-C	K9	\$	151,500
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
TOTAL SPECIAL SERVICES			\$	447,957

TOTAL FIRM, FIXED COSTS (Subarticle 7-D)	\$ 12,659,436
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ATTACHMENT F

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. Contract for the purposes of this policy - 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. Fixed Price (One-Time/Non-Recurring Contracts) - 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. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
1. 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. Actual Cost (One-Time/Non-Recurring Contracts) - 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.