



**SUBORDINATE CONTRACT
MA-063-19011214
WITH
ORANGE COUNTY TRANSPORTATION AUTHORITY
FOR
BUS PASSES**

This Subordinate Contract MA-063-19011214 (referred to as “Contract”) is made and entered into upon execution of all necessary signatures between County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange, CA 92868-1673 (referred to as “County”), and Orange County Transportation Authority, having a place of business at 550 S. Main St. Orange, CA 92863-1584 (referred to as “Contractor”), for bus passes. County and Contractor may be individually referred to as “Party,” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment I – Pass Distributors Agreement No. P03006

Attachment II – Policies and Procedures for Social Service/Non-Profit Pass Distributors

RECITALS

WHEREAS, the Orange County Transportation Authority (OCTA) has issued the Pass Distributors Agreement No. P03006, effective July 1, 2019, for bus passes; and

WHEREAS, County desires to enter into a Contract to purchase bus passes from OCTA; and

WHEREAS, Contractor is willing to provide bus passes upon request through the Policies and Procedures for Social Service/Non-Profit Pass Distributors; and

WHEREAS all terms and conditions, amendments/modifications of the Pass Distributors Agreement No. P03006, are incorporated herein by this reference into this Contract; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both Parties and County of Orange Board of Supervisor’s approval; and

NOW, THEREFORE, the Parties mutually agree:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions, per the Pass Distributors Agreement No. P03006, by which County will procure bus passes as specified in Attachment I – Pass Distributors Agreement No. P03006.
2. **Term of Contract:** This Contract shall commence on July 1, 2019 and continue through and including June 30, 2022, unless otherwise terminated by the County. This Contract is renewable for one additional two-year term. The County does not have to give a reason if it elects not to renew this Contract.
3. **Compensation & Payment:** Contractor agrees to provide bus passes at the fixed rates specified and set forth in Attachment II/ Policies and Procedures for Social Service/Non-Profit Pass Distributors and in accordance with the terms and conditions specified in the Pass Distributors Agreement No. P03006. The total cost of this Contract shall not exceed \$9,000,000. In the event County desires to procure bus passes in excess of the stated amount, the Parties shall enter into an amendment to this Contract for such additional expenditure.



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Invoicing: Invoices are to be submitted to:
SSA/Accounting
Attn: Alfredo Guzman
500 N. State College Blvd.
Orange, CA 92868-1673

Attachment II – Policies and Procedures for Social Service/Non-Profit Pass Distributors is subject to change. Contractor will notify County within 30-60 days in advance prior to any changes.

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services/goods and date ordered;
- E. Contract MA-063-19011214;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

4. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	COPY TO:
County of Orange	County Of Orange
SSA/Procurement Services	SSA/ Accounting
500 N. State College Blvd., Suite 100	500 N. State College Blvd.
Orange, CA 92868-1673	Orange, CA 92868-1673
Attn: Angie Villalpando	Attn: Alfredo Guzman
Telephone: (714) 541-7768	Telephone: (714) 245-6159
Email: Angie.Villalpando@ssa.ocgov.com	Email: Alfredo.Guzman@ssa.ocgov.com



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ORANGE COUNTY TRANSPORTATION AUTHORITY

FOR CONTRACTOR:
Orange County Transportation Authority
550 S. Main St.
Orange, CA 92868-4506
Attn: Pia Veesapen
Telephone: (714) 560-5619

5. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
6. **Indemnification Provision:** below to replace Article 4, Indemnity, page 2 of 5 Agreement No. PO3006. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims from injury or damages arising out of the performance of this Contract for such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees and agents. County agrees to indemnify and hold OCTA harmless from any loss whatsoever to such Bus Passes. Loss of any type of bus pass does not relieve the County's responsibility for payment to OCTA.
7. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties

- Signature Page follows -



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SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ORANGE COUNTY TRANSPORTATION AUTHORITY*

By Print Name	<u>Pia Veesapen</u> <u>Pia VEESAPEN</u>	By Print Name	_____
Title	<u>Manager, Contracts & Proc.</u> Corporate Officer	Title	_____
Date	<u>4/19/19</u>	Date	_____

*If the contracting Party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By Print Name	_____	Date	_____
		Title	_____

COUNTY OF ORANGE

COUNTY COUNSEL

Approved as to Form:

By	<u>Carolyn D. Frost</u> Deputy County Counsel	Date	<u>04/22/19</u>
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**SUBORDINATE CONTRACT
MA-063-19011214
WITH
ORANGE COUNTY TRANSPORTATION AUTHORITY**

ATTACHMENT I

PASS DISTRIBUTORS AGREEMENT NO. P03006

PASS DISTRIBUTOR'S AGREEMENT NO. P03006

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

COUNTY OF ORANGE, SOCIAL SERVICES AGENCY

THIS AGREEMENT is made and entered into this 1st day of, July 2019, by and between the Orange County Transportation Authority, a public corporation of the state of California (hereinafter referred to as "AUTHORITY") and County of Orange, Social Services Agency (herein after referred to as "DISTRIBUTOR").

WHEREAS, AUTHORITY wishes to provide convenient distribution opportunities for customers to obtain multiple use bus passes and whereas DISTRIBUTOR wishes to provide multiple use bus passes to its clients, employees, students or customers;

NOW, THEREFORE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK

A. DISTRIBUTOR agrees to provide Youth, Senior, Disabled, Regular and Express Bus Passes (hereinafter called "BUS PASSES") to eligible persons in accordance with the AUTHORITY Policy and Procedure for Social Service/Non-profit Pass Distributors attached hereto.

B. DISTRIBUTOR shall pay AUTHORITY no later than 30 days from the date of each invoice supplied by AUTHORITY.

ARTICLE 2. GENERAL TERMS AND CONDITIONS

AUTHORITY shall fulfill orders received from DISTRIBUTOR provided the DISTRIBUTOR presents an order to AUTHORITY using an AUTHORITY supplied order form and such order meets the minimum order requirement, does not exceed the AUTHORITY established credit limit for the DISTRIBUTOR, and the DISTRIBUTOR's account with AUTHORITY is not past due. If DISTRIBUTOR fails to perform its obligations under this AGREEMENT, AUTHORITY shall have the right to withhold orders without prior written notice to DISTRIBUTOR. If DISTRIBUTOR fails to pay in accordance to the

AGREEMENT NO. P03006

1 within 30 days of receipt of invoice, late fees of 1.5% may be assessed monthly to the total balance due
2 and DISTRIBUTOR will be obligated to all collection costs incurred by AUTHORITY including but not
3 limited to late fees.

4 **ARTICLE 3. INDEPENDENT CONTRACTOR**

5 DISTRIBUTOR is an independent contractor and not a beneficiary or employee of AUTHORITY
6 within the meaning of any Workers' Compensation law, or any law which would entitle DISTRIBUTOR to
7 benefits arising out of any state or federal unemployment or old age fund or similar law, or any right or
8 privilege extended by AUTHORITY to its employees. DISTRIBUTOR's authority is limited to the purposes
9 herein specified. DISTRIBUTOR has no power to bind AUTHORITY, by contract or otherwise, except as
10 herein provided as to the distribution of AUTHORITY BUS PASSES.

11 **ARTICLE 4. INDEMNITY**

12 DISTRIBUTOR shall be responsible for BUS PASSES delivered to it and shall indemnify and hold
13 the AUTHORITY harmless from any loss whatsoever to such BUS PASSES. Loss of any type of BUS
14 PASSES does not relieve the DISTRIBUTOR's responsibility for payment to AUTHORITY.

15 **ARTICLE 5. INSPECTION OF RECORDS**

16 DISTRIBUTOR shall permit the authorized representative of AUTHORITY, during reasonable
17 hours, to examine BUS PASSES and AUTHORITY supplied documents as provided in this Agreement.

18 **ARTICLE 6. ASSIGNMENT AND MODIFICATION**

19 This Agreement shall not be assigned or transferred by DISTRIBUTOR. DISTRIBUTOR must
20 notify AUTHORITY of any event that may have an effect on this AGREEMENT, which includes but is not
21 limited closure or relocation of a DISTRIBUTOR's location. No modification of this Agreement shall be
22 effective unless made in writing and signed by both parties.

23 **ARTICLE 7. TERM**

24 A. This Agreement shall be effective upon execution by both parties and shall continue in full
25 force and effect until canceled by either party upon written notice to the other party at least thirty (30) days
26 prior to the effective date thereof.

AGREEMENT NO. P03006

1 B. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
2 part, by giving DISTRIBUTOR written notice thereof. Upon said notice, DISTRIBUTOR may return any
3 unused passes for credit to be applied toward any outstanding balance owed or for refund if no balance
4 owed exists. If DISTRIBUTOR retains unsold passes, DISTRIBUTOR shall remit payment, including any
5 late fee charges no later than thirty (30) days from the date of the AUTHORITY supplied invoice.

6 C. AUTHORITY may terminate this Agreement for DISTRIBUTOR's default if
7 DISTRIBUTOR breaches any material provision of this Agreement and fails to cure such breach within
8 ten (10) calendar days of receipt of written notice from AUTHORITY. If AUTHORITY so terminates for
9 default, then DISTRIBUTOR shall remit payment in full to AUTHORITY within ten (10) calendar days of
10 receipt of the notice of termination. DISTRIBUTOR may return unsold passes to AUTHORITY for credit
11 to be applied toward any outstanding balance owed or for refund if no balance owed exists.

12 **ARTICLE 8. SCHEDULING**

13 No provision of this Agreement shall be construed to require AUTHORITY to continue to operate
14 any bus service to or from the facility of DISTRIBUTOR or elsewhere during the term of this Agreement
15 and it is expressly agreed that the AUTHORITY shall incur no liability to DISTRIBUTOR due to any
16 rerouting, rescheduling, discontinuance, or other changes in bus or other transit services operated by the
17 AUTHORITY.

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AGREEMENT NO. P03006

ARTICLE 9. NOTIFICATION

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To DISTRIBUTOR:

County of Orange, Social Services Agency

500 N. State college Blvd.,

Suite 100

Orange, CA 92868-1673

ATTENTION: Angie Villalpando

714-541-7768

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O Box 14184

Orange, CA 92863-1584

ATTENTION: Pia Veasapen

(714) 560-5619

Department Manager,

Contracts and Procurement

ARTICLE 10. COMPLETE AGREEMENT

This Agreement and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between AUTHORITY and DISTRIBUTOR and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity or other provisions. AUTHORITY's failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such a term or terms, and DISTRIBUTOR's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder, but DISTRIBUTOR shall perform work and make deliveries hereunder, only to the minimum extent consistent with delivery schedules and other requirements herein. Changes hereto shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized member of AUTHORITY's Contracts Administration and Materials Management Department. The issuance of information, advice, approvals, or

AGREEMENT NO. P03006

1 instructions by AUTHORITY's technical personnel or other representatives shall be deemed expressions
2 of personal opinions only and shall not affect AUTHORITY's and DISTRIBUTOR's rights and obligations
3 hereunder.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the
5 day and year first above written.

6 **COUNTY OF ORANGE,**
7 **SOCIAL SERVICES AGENCY**

ORANGE COUNTY TRANSPORTATION AUTHORITY

8 By _____
9 Title: _____

By Pi. Veerapen
Pia Veerapen,
Department Manager,
Contracts and Procurement

APPROVED AS TO FORM:

13 By [Signature]
14 James Donich
15 General Counsel
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**SUBORDINATE CONTRACT
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ATTACHMENT II

**OCTA'S POLICIES AND PROCEDURES
FOR SOCIAL SERVICE/NON-PROFIT PASS DISTRIBUTORS**



Orange County Transportation Authority
Policies and Procedures For
Social Service/Non-Profit Pass Distributors

Eligibility

Any Social Service Agency or Non-Profit Organization this is interested may apply. Passes purchased may be distributed at no charge but cannot be resold for higher than the discounted price paid by the agency or organization.

Discounts

All orders will receive a 5% discount

Application Procedure

To receive the discount and payment terms:

1. Complete a Social Services/Non-Profit Bus Pass Distributor Application.
2. Complete and submit a Business Reference and Credit Application
3. Complete and submit the Pass Seller Banking information form
4. Sign an OCTA Pass Distributor Agreement

Invoices must be paid within 30 days by check or money order, no cash or credit cards are accepted.

How to Purchase

1. Orders may be submitted by email or fax for the purchase of OCTA bus passes or ACCESS coupons in any amount up to the credit limit established at application.
2. Orders may be submitted no more frequently than one per month.
3. Orders submitted under \$1,000 are processed and will be available for pick up by the Agency at the OCTA store five work days after receipt of the order.
4. Orders over \$1,000 are processed and will be mailed by OCTA to the Agency five work days after receipt of the order.

Payment Terms

Upon receipt of order, OCTA will fill the order and prepare an invoice that will accompany the passes. The invoice will reflect the total of the passes ordered less the 5% discount. Payment is due 30 days from the date of invoice.

Contact Information

For questions about:

Your agreement:

OCTA Pass Sales 714-560-5348/customers@octa.net

Your pass order:

OCTA Accounting Department 714-560-5731

Acceptable Reduced

Fare ID:

www.ocbus.com/reducedfare

Website:

www.octa.net/VendorSales

OCTA Mailing Address:

OCTA Customer Relations/Pass Sales

P.O. Box 14184

Orange, CA 92863-1584

Pass Types

Bus passes offered by OCTA are designed to provide value to the riders. As a distributor of these passes, please make sure the pass you provide to a bus rider is a pass that may be used by the customer. Passes for youths, seniors, or persons with disabilities have **eligibility requirements** that **must** be met.

As a Distributor of the senior and disabled passes, it is the responsibility of the Distributor to ensure senior citizens and person with disabilities meet the eligibility requirements. The client or customer must show valid proof of eligibility when purchasing or receiving one of these passes and at the time they board the bus. **Identification presented must not be expired.**

Regular Passes

Regular passes may be used by anyone.

Senior Passes

Senior passes may only be used by a senior citizen. Clients or customers must establish their eligibility by showing an acceptable form of identification at the time of distribution or purchase and when boarding the bus (list follows).

- Seniors Citizens

Customers 60 years or older must provide documentation verifying their age. Acceptable forms of verification include:

- DMV Driver License or DMV Senior ID card,
- Red, white and blue Medicare card
- An OCTA Senior reduced fare photo identification card

Disabled Passes

Disabled passes may be used by a person with disabilities. Clients or customers must establish their eligibility by showing an acceptable form of identification at the time of distribution or purchase and when boarding the bus (list follows).

- Persons with Disabilities

Persons with disabilities must provide verification of their disability. Acceptable forms of verification include:

- Red, white and blue Medicare card
- OCTA reduced fare photo identification card
- Disabled identification card from another transit agency
- Service-connected Veteran identification card
- Braille Institute identification card
- DMV Disabled Placard – Receipt Copy
- ACCESS eligible OCTA reduced fare photo identification card

Youth Passes

Youth passes may be used by children ages 6 through 18.















Children under 6 years old may ride free when accompanied by a fare paying adult.

Express 30-Day Passes

- The OC Express 30-day pass is specifically for routes (206, 211 & 213) which operate long distances within Orange County
- The Express 30-day pass is specifically for routes (701, 721 & 794) which operate between points in Riverside County, Orange County, and Los Angeles. These passes provide an excellent value to longer distance travelers.

ACCESS Curb-to-Curb Coupons (Book of 10 coupons)

- The ACCESS fare coupon book contains 10 coupons (valued at \$3.60 each) which are valid for 10 one-way trips on the ACCESS service. This coupon is valid for payment of the full cash fare for ACCESS service only and is not valid on the OCTA fixed route bus system.

Pass Pricing					
One Day Pass (Pre-paid)	 Regular \$4.50	 Senior \$1.35	 Disabled \$1.35	Each pass is good for one full day as payment on all OCTA local routes. If the pass is used on express service an additional fare may be required. An OCTA Day Pass is honored as full fare on Los Angeles County MTA and Inland Empire Connection within Orange County. The pass is accepted as an interagency transfer for the connecting ride only by bus transit agencies connecting with OCTA.	
30 Day Pass	 Regular \$69.00	 Senior \$22.25	 Disabled \$22.25	 Youth \$40.00	Passes are valid for 30 consecutive days. The first use of the pass begins the 30-day period. This pass is valid for payment of the full cash fare on all OCTA local routes. If the pass is used on express service an additional fare may be required. This pass is honored as full fare on Los Angeles County MTA and Inland Empire Connection within Orange County.
OC Express 30 Day Pass	 Regular \$120.00	 Senior \$105.00	 Disabled \$105.00	This pass is valid for 30 consecutive days. The first use of the pass begins the 30-day period. The pass is used by riders of intra-county express service and is good for payment of one day fare on OC Express or OCTA local service. If the pass is used on the inter-county express service an addition fare is required.	
Express 30 Day Pass	 Regular \$210.00	 Senior \$180.00	 Disabled \$180.00	This pass is valid for 30 consecutive days. The first use of the pass begins the 30-day period. The pass is used by riders of inter-county express service to Los Angeles and is good for payment of one day fare on any express or OCTA local service.	
ACCESS coupons	 Booklet of 10 Coupons - \$36.00			This coupon book contains 10 fare coupons (\$3.60 each) which are for 10 one-way trips on ACCESS service. Each fare coupon is valid as full payment of the cash fare for ACCESS service only and is not valid on the OCTA fixed route bus system	