



**SUBORDINATE CONTRACT  
MA-063-14010507  
WITH  
AMTEC HUMAN CAPITAL DBA AMTEC  
FOR  
TEMPORARY HELP SERVICES**

This Subordinate Contract **MA-063-14010507** (hereinafter referred to as "Contract") is made and entered into upon execution of all necessary signatures between Amtec Human Capital dba Amtec having a place of business at 13920 City Center Dr., Ste 250 Chino Hills, CA 91709-5443 (hereinafter referred to as "Contractor"), and the County of Orange, Social Services Agency a political subdivision of the State of California, with a place of business at 888 N. Main St., Santa Ana, CA 92701 (hereinafter referred to as "County") which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

**ATTACHMENTS**

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

Attachment A – Regional Cooperative Agreement (RCA) MA-017-11011477

**RECITALS**

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement MA-017-11011477 (hereinafter referred to as "RCA") on file with County of Orange, CPO, effective February 1, 2011 through January 31, 2016, for temporary help services (hereinafter referred to as "Services") in accordance with the terms and conditions of the RCA between Amtec Human Capital dba Amtec; and

WHEREAS, County desires to enter into a Contract for the Services per the RCA; and

WHEREAS all terms and conditions, amendments/modifications of the RCA are incorporated herein by this reference into this Contract; and

WHEREAS, Contractor is willing to provide the Services specified in the Scope of this Contract as listed below.

NOW, THEREFORE, the parties mutually agree:

**ARTICLES**

1. **Scope of Contract:** This Contract specifies the terms and conditions, per the RCA incorporated herein, by which County will procure the Services as specified in the RCA MA-017-11011477.
2. **Term of Contract:** This Contract shall commence on February 1, 2014 and continue through and including January 31, ~~2016~~ 2015, unless otherwise terminated by the County. This Contract may not be renewed. The County does not have to give a reason if it elects not to renew this Contract.
3. **Compensation & Payment:** Contractor agrees to provide the Services at the fixed rates specified and set forth in this Contract and in accordance with the terms and conditions specified in the RCA. The total cost of this Contract shall not exceed \$3,097,895.22 ~~556,665~~; provided, however, that in the event County desires to procure Services 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/Procurement Services  
Attn: Payment Processing Desk (MA)  
888 N. Main St., 1<sup>st</sup> Floor  
Santa Ana, CA 92701

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-063-14010507;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)
- I. Temporary Help Request (THR) number

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:**

County of Orange  
SSA/Procurement Services  
Attn: Angie Villalpando  
888 N. Main St., 1<sup>st</sup> Floor  
Santa Ana, CA 92701  
Telephone: (714) 541-7768  
Fax: (714) 541-7772

**FOR COUNTY:**

County of Orange  
SSA/Human Resources  
Attn: Marcos Luevano  
888 N. Main St.  
Santa Ana, CA 92701  
(714) 245-6209

**FOR CONTRACTOR:**

Amtec Human Capital dba Amtec  
Attn: Jay Ramos  
13920 City Center Dr., Ste 250  
Chino Hills, CA 91709-5443  
(714) 993-1900

- 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.

**AMTECH HUMAN CAPITAL DBA AMTEC\***

By _____	By _____
Print _____	Print _____
Name _____	Name _____
Title _____	Title _____
_____ Corporate Officer	_____ Corporate Officer
Date _____	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 _____	Date _____
Print _____	Title _____
Name _____	_____

**COUNTY OF ORANGE**

**SENIOR DEPUTY COUNTY COUNSEL**

By _____	Date _____
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**ATTACHMENT A**

**REGIONAL COOPERATIVE AGREEMENT MA-017-11011477**