



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

**WITH  
ORANGE COUNTY TRANSPORTATION AUTHORITY**

This ~~Subordinate Contract MA-063-19011214~~Amendment (referred to as "~~Contract~~Amendment One") is made and entered into ~~upon execution~~s of ~~all necessary signatures~~the date fully executed by and between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with ~~a~~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 with~~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 referred to as "Parties."

**ATTACHMENTS**

~~This WHEREAS, the County and Contractor entered into Subordinate Contract is comprised of this document and the following Attachments, which are incorporated by reference into this MA-063-19011214 (referred to as "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", in the amount of \$9,000,000, effective July 1, 2019, for bus passes; and through June 30, 2022 per the Pass Distributors Agreement No. P03006; and~~

~~WHEREAS, County desires to enter into a both Parties agree to issue Amendment One to Contract to purchase bus passes from OCTA; renew for one (1) additional two-year term); and~~

~~NOW THEREFORE, the Parties agree as follows:~~

- ~~1. Renew Contract MA-063-19011214 by \$5,000,000 for the second term effective July 1, 2022 through June 30, 2024 for a total not to exceed amount of \$14,000,000; 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 Cooperative Contract are hereby 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 the renewed Contract: MA-063-19011214. This Amendment modifies the 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.~~



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- ~~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 only as expressly set forth above. This Amendment does not have to give a reason if it elects not to renew this modify, alter or amend the 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.~~

~~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.~~

~~**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~~



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~~hold OCTA harmless from any loss way whatsoever to such Bus Passes. Loss of any type of bus pass does not relieve the County's responsibility for payment to OCTA.~~

~~6. **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**



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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract Amendment on the dates shown opposite their respective signatures below.

ORANGE COUNTY TRANSPORTATION AUTHORITY\*

By \_\_\_\_\_ By \_\_\_\_\_
Print Name Print Name
Title Corporate Officer Title 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. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document twice, each time indicating his or her office that qualifies under the above described provision. 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 Title
Signature Date

COUNTY OF ORANGE
COUNTY COUNSEL

Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_



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~~**ATTACHMENT I**~~

~~**PASS DISTRIBUTORS AGREEMENT NO. P03006**~~



**AMENDMENT ONE  
TO SUBORDINATE CONTRACT MA-063-19011214**

**~~ATTACHMENT II~~**

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

**Deputy County Counsel**

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