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COOPERATIVE AGREEMENT NO. C-7-1790

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF LONG BEACH

THIS COOPERATIVE AGREEMENT (Agreement) is effective this 19 day of Sept., 2017 by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (hereinafter referred to as "AUTHORITY"), and the City of Long Beach, a municipal corporation, 333 West Ocean Boulevard, Long Beach, California 90802 (hereinafter referred to as "CITY"). Each individually known as "PARTY" and collectively known as the "PARTIES".

RECITALS:

WHEREAS, AUTHORITY operates OC ACCESS service, a shared-ride service for people who are unable to use the regular fixed-route OC Bus service because of functional limitations caused by a disability. These passengers are certified by AUTHORITY to use the OC ACCESS system by meeting the Americans with Disabilities Act (ADA) eligibility criteria; and

WHEREAS, AUTHORITY also offers a non-ADA Same-Day Taxi Program to OC ACCESS-eligible customers. AUTHORITY contracts services for the provision of OC ACCESS and Same-Day Taxi service. All OC ACCESS and Same-Day Taxi trips respond to pre-arranged requests for service; and

WHEREAS, AUTHORITY administers the Orange County Taxi Administration Program (OCTAP) on behalf of the 34 cities, and the County of Orange while the cities and the County of Orange regulate taxicab companies, vehicles, and drivers in accordance with Government Code section 53075.5 within their respective jurisdictions through the OCTAP program; and

WHEREAS, AUTHORITY or its contractor, including a sub-contractor, for OC ACCESS service, may utilize OCTAP permitted taxicabs to pick up and drop off OC ACCESS eligible

1 customers in the CITY. The pick-up and drop-off locations shall be limited to areas at, or adjacent to,
2 Veterans Administration Hospital and California State University, Long Beach;

3 **NOW, THEREFORE,** it is mutually understood and agreed to by AUTHORITY and CITY as
4 follows:

5 **ARTICLE 1. COMPLETE AGREEMENT**

6 This Agreement, including all exhibits and documents incorporated herein and made applicable
7 by reference, constitutes the complete and exclusive statement of the terms and conditions of this
8 Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings
9 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall
10 not affect the validity of other terms or conditions. The above referenced Recitals are true and correct
11 and are incorporated by reference herein.

12 **ARTICLE 2. MUTUAL AGREEMENT**

13 A. This Agreement shall be governed by California Law. If any provision of this Agreement is
14 held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions
15 shall nevertheless continue in full force without being impaired or invalidated in any way.

16 B. All OC ACCESS and Same-Day Taxi trips will be pre-arranged. Taxis will not stand-by
17 or accept hailed or flagged rides.

18 C. AUTHORITY shall provide a thirty (30)-day notice to the City Manager of Long Beach,
19 or designee, when there is a change to the taxi company utilized to perform this service.

20 D. OCTAP shall remain responsible to initiate, coordinate, and manage the permitting of
21 taxis used in the OC ACCESS and Same-Day Taxi services.

22 E. Term of Agreement: This Agreement shall be effective upon execution and will
23 continue in full force unless terminated in accordance with Section G below.

24 F. This Agreement shall not be amended, nor any provision or breach and hereof waived
25 except in writing signed by the PARTIES.

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1 G. Either PARTY may terminate this Agreement, by delivering written notice of termination to
2 the other PARTY not less than ninety (90) calendar days before the date of termination.

3 H. Legal Authority: AUTHORITY and CITY hereto consent that they are authorized to
4 execute this Agreement on behalf of said PARTIES and that, by so executing this Agreement, the
5 PARTIES hereto are formally bound to the provisions of this Agreement.

6 I. Severability: If any term, provision, covenant or condition of this Agreement is held to be
7 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
8 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
9 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10 J. Counterparts of Agreement: This Agreement may be executed and delivered in any
11 number of counterparts, each of which, when executed and delivered shall be deemed an original and
12 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

13 K. Assignment: Neither this Agreement, nor any of the PARTIES' rights, obligations, duties,
14 or authority hereunder may be assigned in whole or in part by either PARTY without the prior written
15 consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall
16 be deemed void and of no force and effect. Consent to one
17 assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to
18 consent to such subsequent assignment.

19 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
20 the court shall award costs and expenses, including attorney's fees, to the prevailing PARTY.

21 M. AUTHORITY will share summary trip data, if requested, by the CITY.

22 N. Notwithstanding any other provisions of this Agreement, AUTHORITY and CITY agree to
23 comply with all applicable federal, state and local laws and regulations.

24 O. AUTHORITY shall indemnify, defend and hold harmless CITY, its officers, directors,
25 employees and agents from and against any and all claims (including attorney's fees and reasonable
26 expenses for litigation or settlement) for any loss or damages for bodily injuries, including death,

1 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
2 AUTHORITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with
3 or arising out of the performance of this Agreement.

4 P. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
5 employees and agents from and against any and all claims (including attorney's fees and reasonable
6 expenses for litigation or settlement) for any loss or damages for bodily injuries, including death,
7 damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
8 CITY, its officers, directors, employees, agents subcontractors or suppliers in connection with or arising
9 out of the performance of this Agreement.

10 Q. Either PARTY shall be excused from performing its obligations under this Agreement during
11 the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
12 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,
13 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
14 material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to
15 the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control
16 and is not due to the fault or negligence of the PARTY not performing.

17 **ARTICLE 3. NOTICES**

18 All notices pertaining to this Agreement, and any communications from the PARTIES may be
19 made by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or
20 certified mail, return receipt requested, postage prepaid and addressed as follows:

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To CITY:

City of Long Beach

333 West Ocean Boulevard

Long Beach, CA 90802

ATTENTION: Sandy Tsang-Palmer

Purchasing and Business Services Manager

(562) 570-6663

To AUTHORITY:

Orange County Transportation Authority

550 South Main Street

P.O. Box 14184

Orange, CA 92863-1584

ATTENTION: Sue Ding

Senior Contract Administrator

(714) 560-5631

C: Sandy Boyle

Section Manager, Motorist Services


(714) 560-5761


This Agreement shall be made effective upon execution by both PARTIES.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement No. C-7-1790 to be executed on the date first above written.

CITY OF LONG BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By 
Patrick H. West
City Manager

By 
Pia Veesapen
Manager, Contracts and Procurement


Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By 
Charles Parkin
City Attorney

By , for
James M. Donich
General Counsel

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