# REPORT

**DATE:** April 3, 2008

**TO:** Administration Committee
Regional Council

**FROM:** Philip Law, Corridors Program Manager, 213-236-1841, law@scag.ca.gov

**SUBJECT:** Harbor Subdivision Alternatives Analysis

**EXECUTIVE DIRECTOR'S APPROVAL:**

**RECOMMENDED ACTION:**
Authorize the Executive Director or his designee to execute in substantial form the MOU with the Los Angeles County Metropolitan Transportation Authority (LACMTA) regarding the Harbor Subdivision Alternatives Analysis.

**BACKGROUND:**
In January 2008, the Regional Council directed staff to prepare the MOU (attached) to provide $2 million to LACMTA over three years (FY 07/08 to FY 09/10) for the Harbor Subdivision Alternatives Analysis. SCAG and LACMTA, recognizing a common interest in developing effective transportation projects and strategies to help relieve congestion and improve mobility, are seeking to partner together to fund this study. The Harbor Subdivision Alternatives Analysis will identify regionally significant transit improvements that could connect the South Bay and the Wilmington/San Pedro area to Downtown Los Angeles. SCAG's contribution would fund a portion of the study. The study is expected to be completed by June 2010. Once approved by the LACMTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

**FISCAL IMPACT:**
Funding would be provided in the FY 07/08 OWP Amendment #3 subject to amendment approval.

**Reviewed by:**
*Division Manager*

**Reviewed by:**
*Department Director*

**Reviewed by:**
*Chief Financial Officer*

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Given the length of the **"Memorandum of Understanding between the Los Angeles County Metropolitan Transportation Authority and the Southern California Association of Governments regarding the Harbor Subdivision Alternatives Study,"** only the main body of the MOU is being included with the report. Copies of the entire MOU, including all attachments and exhibits, will be available at the meeting.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AND THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGARDING THE HARBOR SUBDIVISION ALTERNATIVES ANALYSIS STUDY**

This **Memorandum of Understanding** (hereinafter referred to as "Agreement") is made and entered into by and between the **Los Angeles County Metropolitan Transportation Authority** ("LACMTA"), and the **Southern California Association of Governments** ("SCAG"), collectively referred to herein as the "Parties."

**Recitals**

Whereas, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan (RTP) and Regional Transportation Improvement Program (RTIP) for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial;

Whereas, pursuant to its annual Overall Work Program (OWP), SCAG will be engaged in activities and projects that will require certain technical, professional or support services from time to time related to its work regarding the RTP and RTIP;

Whereas, LACMTA is a transportation commission within the SCAG region and the Regional Transportation Planning Agency (RTPA) for Los Angeles County, and has a common interest with SCAG in the development of transportation projects and strategies that will help relieve traffic congestion and increase mobility for people and for freight;

Whereas, SCAG was previously engaged in negotiations with LACMTA to help fund LACMTA's EIR/EIS for the I-710 Corridor improvements, with the source of SCAG's contribution being federal funds;

Whereas, upon consultation with respective federal agencies, SCAG was later informed that such federal funds were ineligible for use for the I-710 EIR/EIS;

Whereas, the purpose of this MOU is for SCAG to provide funding to LACMTA to procure consultant services to perform the Scope of Work identified in LACMTA's Request for Proposal (RFP #PS0843302126) ("RFP" herein), issued 12/20/2007, regarding an "Alternatives Analysis, Conceptual Engineering and Financial Feasibility Study" for the LACMTA-owned Harbor Subdivision (hereinafter referred to as the "Harbor Subdivision Alternatives Analysis Study" or "Project");

Whereas, SCAG's contribution to the Harbor Subdivision Alternatives Analysis Study is intended to serve as a substitute for SCAG's proposed contribution to LACMTA's Environmental Clearance of the I-710 Corridor improvement;

Whereas, LACMTA intends to perform the Project at an estimated total cost of $2,500,000;

Whereas, the Project will begin on the date indicated herein and is planned to continue through June 30, 2010;

Whereas, based upon the estimated cost of the Project, SCAG intends to contribute funding for the Project over the course of three (3) years, and intends to program a maximum total of $2,000,000 in Federal Metropolitan Planning Funds (FHWA-PL/FTA 5303) for the Project as part of SCAG's OWP for Fiscal Years 2007-2008, 2008-2009, and 2009-2010. SCAG's fiscal year is from July 1st through June 30th;

Whereas, LACMTA agrees to provide Local Match ("Match") for the Project, and shall provide SCAG a copy of LACMTA's Notice to Proceed issued to the selected contractor after authorization, approval, and award by the LACMTA Board of Directors;

Whereas, all obligations of LACMTA under this Agreement are subject to sufficient funds being made available for the Project by the LACMTA Board of Directors; and

Whereas, all obligations of SCAG under this Agreement are subject to the availability of Federal funds being made available for the Project, approval of the Project by SCAG's Regional Council, and approval of SCAG's OWP or applicable amendment thereto by applicable federal agencies, including the Federal Transit Administration (FTA) and the Federal Highways Administration (FHWA).

**NOW, THEREFORE, it is mutually agreed by the Parties that:**

**1. <u>Incorporation of Recitals</u>**

The above-referenced recitals are a substantive part of this Agreement, and are incorporated herein by this reference.

**2. <u>Scope of Work</u>**

A. LACMTA agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A," attached hereto and incorporated by this reference. The consultant selection process will be conducted under LACMTA RFP PS0843302126 in accordance with all LACMTA Board of Directors authorized and approved procurement policies and procedures, incorporated herein by this reference. Applicable federal flow-down provisions shall be specified in the contract entered into between LACMTA and Consultants.

B. SCAG intends to use federal funds to meet its funding obligations described herein. LACMTA agrees to comply with applicable clauses associated with SCAG's funding source, as further described herein.

C. LACMTA will procure Consultant to perform the Scope of Work, through a competitive process, with the participation of SCAG. As a member of the Source Selection

Committee, SCAG is entitled to have one vote during the proposal evaluation process for RFP PS0843302126 in determining the best qualified consultant to support this project.

D. Subject to the execution of a valid, enforceable contract between LACMTA and the Consultants, LACMTA shall be responsible for managing the Consultants in performing the Scope of Work, with periodic status reports provided to SCAG's Project Manager. LACMTA's Project Manager shall approve all invoices of Consultants.

E. LACMTA's Project Manager will have final approval of all Consultants deliverables; however, prior to accepting a deliverable from the Consultants, LACMTA's Project Manager will consult with SCAG's Project Manager, as appropriate.

F. For purposes of this Agreement, LACMTA designates the following Project Manager for this Project:

Kathleen McCune
Transportation Planning Manager
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-22-3
Los Angeles, CA 90012
(213) 922-7241

LACMTA reserves the right to change this designation by written notification to SCAG.

G. For purposes of this Agreement, SCAG designates the following Project Manager for this Project:

Philip Law
Corridors Program Manager
Southern Calif. Assoc. of Governments
818 W. 7th Street
Los Angeles, CA 90012
(213) 236-1841

SCAG reserves the right to change this designation upon written notice to LACMTA.

## 3. Term

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2010, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon LACMTA's Board of Director's authorization, approval and award of a contract to the designated contractor(s) and LACMTA's issuance of a Notice to Proceed to the selected contractor; provided, however, that LACMTA shall only issue a Notice to Proceed to the

selected contractor upon written notice from SCAG that the applicable funding for the Project for Fiscal Year 2007-2008 has been approved by SCAG's Regional Council and SCAG's applicable federal agencies.

## 4. Funds/Payment

A. Except as expressly provided herein, SCAG shall commit to fund the Project up to the maximum amount of $2,000,000 during the term of the Agreement. SCAG shall only be obligated to make a payment to LACMTA for work provided under or related to this Agreement. As of the Effective Date of this Agreement, it is anticipated that SCAG shall budget the following amounts for each applicable Fiscal Year for purposes of funding the Project:

Fiscal Year 2007-2008, anticipated budget is $100,000.
Fiscal Year 2008-2009, anticipated budget is $1,350,000.
Fiscal Year 2009-2010, anticipated budget is $550,000.

With respect to Fiscal Year 2007-2008, SCAG shall amend its FY 2007-2008 OWP to include $100,000 for the Project. Approval of said OWP Amendment shall be a condition precedent to SCAG's obligation to providing any funding for the Project.

B. Funds will be paid to LACMTA by SCAG on a reimbursement basis. SCAG will reimburse LACMTA for 90% of the eligible expenses incurred in furtherance of the Project up to $2,000,000, during the term of this Agreement. In order to ensure that federal funds contributed by SCAG for purposes of this Agreement are used to pay for allowable costs, SCAG's Project Manager shall have the right to review Consultants' charges and progress reports. Pre-award audits will be conducted in accordance with Chapter 10 of CALTRANS Local Assistance Procedures Manual. Upon completion, a final audit report will be forwarded to SCAG subject to SCAG executing a LACMTA non-disclosure agreement. LACMTA is responsible to provide the required Match for the Project in accordance with the applicable statutes. The Match provided by LACMTA shall be financed, with local, non-federal funds.

C. LACMTA shall invoice SCAG for eligible Project expenses sought to be reimbursed for up to the statutory federal participation, but not to exceed a total of $2,000,000, based on the payment schedule agreed to by LACMTA and its Consultants. All pricing associated with the Project shall be identified on the invoice, along with documentation of the cash Match paid by LACMTA, with invoices to be directed to SCAG's Project Manager. SCAG shall pay LACMTA invoices within thirty (30) days of receipt.

D. Relative to an invoice, LACMTA shall submit the following using the format of the sample invoice provided in Attachment "B," attached hereto and incorporated by this reference:

(i) an invoice with the following information included, but not limited to: the name of the Project, description of services performed, period of the service performed, Consultant name(s), and total price;

(ii) a progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all specified prices for the applicable WBS Number; and

(iii) additional information or documentation to support pricing contained in the Invoice, including but not limited to, copies of Consultant's complete application package for progress payments submitted to LACMTA.

E. Year-end invoices and supporting documentation shall be received by SCAG on or before July 31st of each fiscal year. Invoices received after July 31st for work completed in the preceding fiscal year (July 1st through June 30th) shall not be paid.

F. Project's reimbursements beyond June 30th of each Fiscal year are subject to the inclusion and funding agency approval of this Project in SCAG's OWP for each applicable Fiscal Year. In the event this Project is not approved in the OWP for each applicable Fiscal Year, SCAG reserves the right to terminate this Agreement effective June 30th of the Fiscal Year in which funding was approved or to amend this Agreement to reflect any reduction in funds.

**5. <u>Indirect Costs.</u>**

LACMTA shall comply with applicable federal regulations and policies. Indirect costs as applicable whether used as matching costs or for reimbursable costs must be in accordance to a federally- approved indirect cost plan. A copy of the applicable indirect cost plan approval letter must be received by SCAG within 30 days of issuance of the Notice to Proceed by SCAG as applicable.

**6. <u>Quarterly and Financial Status Reports</u>**

A. LACMTA shall submit a Quarterly and Financial Status Report ("Report") in the format to be determined by SCAG. The Report shall include, in narrative form, a description of progress towards completion of tasks related to the Project and a reporting of all payments incurred regarding the Project. Information regarding LACMTA's Match for the Project shall also be included on the Report.

B. On all documents submitted to SCAG for the Project, including the Report, LACMTA shall reference WBS Number 08-060.SCGC8.

**7. <u>Cost Principles</u>**

A. LACMTA agrees to comply with the following:

(i) The Contract Cost Principles and Procedures, 48 Code of Federal Regulations, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. (Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments)," shall be used to determine the allowability of individual project cost items, and

(ii) The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

B. Any costs for which the LACMTA receives payment or credit that is determined by a subsequent audit or other review by either SCAG, or other State or Federal authorities to be unallowable under, but not limited to, OMB Circular A-87; 48 CFR, Chapter 1, Part 31, or 49 CFR, Part 18, are to be repaid by LACMTA within thirty (30) days of the LACMTA receiving notice of audit findings. Should LACMTA fail to reimburse moneys due SCAG within thirty (30) days of demand, or within such other period as may be agreed between the Parties hereto, SCAG is authorized to withhold future payments due LACMTA. Nothing in this paragraph shall prevent or preclude LACMTA from disputing any audit findings.

C. All charges to this Agreement by LACMTA shall be supported by properly documented invoices evidencing in proper detail the nature of the charges, and shall be allowable under the cost principles cited above in paragraph 7A.

D. All reports and documents produced under this Agreement shall include the following statement:

> "Funding: The preparation of this document was financed in part through grants from the United States Department of Transportation – FTA and FHWA."

## 8. Written and Electronic Versions of Work Products

A. LACMTA shall submit four (4) double-sided copies and one electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.

B. Subject to LACMTA's rights and acknowledgement of LACMTA's contribution, SCAG shall be free to use, reproduce, and reformat deliverables provided under this Agreement upon prior written notice to LACMTA. SCAG and FHWA/FTA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use deliverables identified under this Agreement only for a government purpose. SCAG will treat all documents with the word "DRAFT" as confidential, and under no circumstances are they to be circulated.

## 9. Records Retention and Audits

A. LACMTA shall maintain all source documents, books and records connected with its performance of work initiated under this Agreement for three (3) years from the date of final payment to LACMTA or until audit resolution is achieved for each annual applicable SCAG OWP; whichever is later. All supporting information shall be made available for inspection and audit as necessary to representatives of SCAG, the State, the Bureaus of State Audits, or the Federal Government upon request. Copies will be made and furnished by LACMTA upon request at no cost to the requesting authority.

B. LACMTA shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support the invoices related to this Agreement.

C. LACMTA agrees to include all charges associated with this Agreement and any amendments thereto to be examined in SCAG's annual audit and in the schedule of activities to be examined under a single audit prepared by the LACMTA in compliance with Office of Management and Budget Circular A-133.

D. Neither the pendency of a dispute nor its consideration by SCAG or the State will excuse LACMTA from full and timely performance in accordance with the terms of this Agreement.

## 10. Federal Certifications and Assurances

A. As a sub-recipient of the State administered federal grant, LACMTA shall comply with the requirements contained in SCAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SCAG's OWP, pursuant to 23 CFR 450.334 and the Transportation Equity Act for the 21st Century and its successors thereto. This Certification shall be published annually in SCAG's OWP. Such requirements shall apply to LACMTA to the same extent as SCAG and may include, but are not limited to:

(i) 3 U.S.C. 134 and 135;
(ii) Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 3) 7504, 7506(c) and (d);
(iii) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
(iv) Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 105-178, 112 Stat. 107), and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
(v) The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).

B. LACMTA shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SCAG's OWP. Such assurances shall apply to LACMTA to the same extent as SCAG, and include but are not limited, the following areas:

(i) Standard Assurances;
(ii) Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions;

(iii) Drug Free Work Place Agreement;
(iv) Intergovernmental Review Assurance;
(v) Nondiscrimination Assurance;
(vi) DBE Assurance;
(vii) Nondiscrimination on the Basis of Disability;
(viii) Procurement Compliance Certification; and
(ix) Certification and Assurances Required by the U.S. Office of Management and Budget.

C. Federal Lobbying Activities Certification.

(i) By signing this Agreement, LACMTA certifies, to the best of their knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of LACMTA, respectively, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, LACMTA, as applicable, shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

(iii) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code and by the MFTA between SCAG and the State.

## 11. Equal Employment Opportunity/Nondiscrimination

A. In the performance of work undertaken pursuant to this Agreement, LACMTA shall affirmatively require that its employees and contractors shall not discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave and gender identification

B. LACMTA shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LACMTA shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code

of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. LACMTA shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

D. Sanctions for Noncompliance: In the event of noncompliance by LACMTA with the nondiscrimination provisions of this Agreement, SCAG shall impose such contract sanctions as it or the U.S. Department of Transportation (DOT) may determine to be appropriate, including, but not limited to:

(i) Withholding of payments to LACMTA under this Agreement until LACMTA complies, and/or
(ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

E. Incorporation of Provisions: LACMTA shall include the provisions of this section in every subcontract, unless exempt from the regulations or directives issued pursuant thereto. LACMTA shall take such action with respect to any subcontract or procurement as SCAG or the DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

## 12. Conflict of Interest

LACMTA shall comply with Federal and State conflict of interest laws, regulations and policies.

## 13. Disadvantaged Business Enterprise (DBE)

LACMTA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. LACMTA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. LACMTA's DBE Program, as required by 49 CFR Part 26, is incorporated by reference in this Agreement. Failure by LACMTA to carry out these requirements may result in the termination of this Agreement as set forth in Section 15.A.

LACMTA ensures that the following clause or equivalent will be included in each of its DOT-assisted contracts:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of its contract,

which may result in the termination of its contract or such other remedy, as LACMTA deems appropriate.

## 14. Mutual Indemnification

A. Neither LACMTA nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SCAG, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. LACMTA shall indemnify, defend and hold SCAG and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of LACMTA or its officers, agents, employees, contractors or subcontractors in connection with this Agreement, including, without limitation, procurement and management of the Consultants.

B. Neither SCAG nor any officer or employee thereof shall be responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LACMTA, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SCAG shall indemnify, defend and hold LACMTA and its respective officers, agents and employees harmless from any liability and expenses, including without limitation, defense costs, any costs or liability for any claims for damages of any nature whatsoever arising out of and to the extent caused by any act or omission of SCAG or its officers, agents, employees, contractors or subcontractors in connection with this Agreement.

## 15. Termination

A. If through any cause, LACMTA fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or any applicable Federal and State laws and regulations, SCAG reserves the right to terminate this Agreement upon thirty (30) days written notice to LACMTA. If this Agreement is terminated by SCAG as provided herein, SCAG agrees to share in any costs of termination of the Consultant contracts, and the actual costs of work performed, incurred, and in progress by the Consultants prior to, and at the date of termination.

B. If through any cause, SCAG fails to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the terms or conditions of this Agreement or applicable Federal and State laws and regulations, LACMTA reserves the right to terminate this Agreement upon thirty (30) days written notice to SCAG. In the event LACMTA terminates the Consultants contracts, SCAG agrees to share in any costs of termination of the Consultant contracts and the actual costs of work performed, incurred, and in progress by the Consultants prior to, and at the date of termination.

## 16. Notice.

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To LACMTA: Roger Snoble
Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-25-1
Los Angeles, CA 90012

To SCAG: Wayne Moore
Chief Financial Officer
Southern California Association of Governments
818 West 7th Street, 12th Floor
Los Angeles, California 90017-3435
Telephone: (213) 236-1800
Fax: (213) 236-1825

## 17. Miscellaneous.

A. This Agreement contains the entire understanding between the Parties and supercedes any prior written or oral understandings and agreements regarding the subject matter of this Agreement. There are no representations, agreements, arrangements or understanding oral or written, between the Parties relating to the subject matter of this Agreement, which are not fully expressed herein.

B. This Agreement shall be construed and interpreted under the laws of the State of California.

C. In the event any part of this Agreement is declared by a court of competent jurisdiction to be invalid, void, or unenforceable, such part shall be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force without being impaired or invalidated in any way.

D. No party may assign this Agreement or any part thereof, without written consent and prior approval of every other party, and any assignment without said consent shall be void and unenforceable.

E. No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement pertaining to the subject matter of this Agreement and not incorporated herein shall be binding on any of the Parties thereto. Time is of the essence for each and every provision of this Agreement.

F. All Parties fully participated in drafting this Agreement.

**18.** **Effective Date.** This Agreement shall be effective on the date on which the last of the Parties, whether LACMTA or SCAG, executes this document.

[Signature Page to follow.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year herein written below:

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA")**

By: _____ _____
Roger Snoble Date
Chief Executive Officer

APPROVED AS TO FORM:
Raymond G. Fortner
County Counsel

By: _____ _____
Deputy Date

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS ("SCAG")**

By: _____ _____
Wayne Moore Date
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ _____
Joseph Burton Date
Chief Counsel/Director of Legal Services

**Attachment "A" – Scope of Work**

(to be attached)

**Attachment "B" – Sample Invoice**

(To be attached)