REPORT

DATE: April 3, 2008

TO: Administration Committee
Regional Council

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

SUBJECT: Central County Corridor Major Investment Study

EXECUTIVE DIRECTOR'S APPROVAL:

RECOMMENDED ACTION:
Authorize the Executive Director or his designee to execute in substantial form the cooperative agreement with the Orange County Transportation Authority (OCTA) regarding the Central County Corridor Major Investment Study.

BACKGROUND:
In January 2008, the Regional Council directed staff to prepare a cooperative agreement (attached) to provide $200,000 to OCTA for the Central County Corridor Major Investment Study. SCAG and OCTA, 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. SCAG's contribution would fund a portion of the study, which is expected to be completed by January 2010. Once approved by the OCTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

FISCAL IMPACT:
Funding for this study is included in the FY 07/08 OWP.

Reviewed by:
Division Manager

Reviewed by:
Department Director

Reviewed by:
Chief Financial Officer

SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

Given the length of the **"Cooperative Agreement C-8-0092 between the Orange County Transportation Authority and the Southern California Association of Governments regarding the Central County Corridor Major Investment Study,"** only the main body of the Agreement is being included with the report. Copies of the entire Agreement, including all attachments and exhibits, will be available at the meeting.

COOPERATIVE AGREEMENT C-8-0092

BETWEEN

THE ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

REGARDING THE CENTRAL COUNTY CORRIDOR MAJOR INVESTMENT STUDY

This Cooperative Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **Orange County Transportation Authority** ("OCTA"), 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 transportation improvement program (RTIP) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura; and

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; and

WHEREAS, OCTA is a transportation commission within the SCAG region, 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; and

WHEREAS, in 2005, OCTA completed the Central Orange County Corridor Study – Phase I, which identified conceptual alternatives to improve mobility in central Orange County; and

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WHEREAS, the purpose of this Cooperative Agreement is for SCAG to provide funding to OCTA to procure consultant services to perform the Scope of Work identified in OCTA's Request for Proposal (RFP #8-1042) ("RFP" herein), issued February 13, 2008, regarding a "strategic transportation study covering most of central Orange County" that "will quantify the impacts, benefits and costs of each of the Phase I preliminary alternatives recommended for further study and suggest a locally preferred transportation strategy for the study area" (hereinafter referred to as the "Central County Corridor Major Investment Study" or "Project"); and

WHEREAS, OCTA intends to perform the Project;

WHEREAS, the Project will begin on the date indicated herein and is planned to continue through January 31, 2010; and

WHEREAS, SCAG has programmed $200,000 in Federal Metropolitan Planning (FHWA-PL/FTA 5303) funds into its OWP for Fiscal Year 2007-2008 for the Central County Corridor Major Investment Study; and

WHEREAS, OCTA agrees to provide Local Match ("Match") for the Project, and shall not begin work on the Project until SCAG issues a Notice to Proceed. OCTA also agrees to provide, or have provided, the additional funding for the Project; and

WHEREAS, all obligations of SCAG under this Agreement are subject to the availability of Federal funds, and approval of SCAG's OWP by applicable federal agencies, including the Federal Transit Administration (FTA) and the Federal Highways Administration (FHWA). SCAG's fiscal year is from July 1 through June 30;

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

ARTICLE 1. INCORPORATION OF RECITALS

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

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ARTICLE 2. SCOPE OF WORK

A. OCTA agrees to procure consultants (the "Consultants") to perform the Scope of Work as described in Attachment "A," attached hereto and incorporated by this reference. Said Consultant procurement shall be in accordance with OCTA's procurement policies, and applicable federal flow-down provisions shall be specified in the Consultant contract.

B. SCAG shall only be obligated to make payment to OCTA for work performed as part of the Scope of Work as described in Attachment "A," up to the maximum amount of $200,000. SCAG intends to use federal funds to meet its funding obligations described herein. OCTA agrees to comply with applicable clauses associated with SCAG's funding source, as further described herein.

C. OCTA will procure Consultants to perform the Scope of Work, through a competitive process, with the participation of SCAG. SCAG shall be entitled to participate in the selection of the Consultants, and will have one vote to be used for selecting the Consultants through proposal evaluations and interviews for the RFP.

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

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

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

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Charlie Larwood
Section Manager III
Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-5738

OCTA may 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 OCTA.

ARTICLE 3. TERM

The term of this Agreement shall begin on the Effective Date of the Agreement and continue until January 31, 2010, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Services performed under this Agreement shall commence upon issuance by SCAG to OCTA of a Notice to Proceed.

ARTICLE 4. FUNDS/PAYMENT

A. Except as expressly provided herein, SCAG shall commit to fund the Project up to the maximum amount of $200,000 dollars during the term of the Agreement. SCAG shall only be obligated to make a payment to OCTA only for work provided under this

Agreement. As of the Effective Date of this Agreement, SCAG has budgeted $200,000 for Fiscal Year 2007-2008 for purposes of providing funding for the Project. Specifically, it is anticipated by the Parties that SCAG will provide funding for work related to Task 2 (Data Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Scope of Work. To the extent this approach requires any adjustment, the Parties agree to determine in writing which tasks within the Scope of Work would best support use of the funding provided by SCAG; provided, however, that regardless of the tasks mutually agreed upon by the Parties, in no event shall SCAG's contribution to the Project exceed $200,000. Such writing may be evidenced by a letter from OCTA's Project Manager to SCAG's Project Manager.

B. Funds will be paid to OCTA by SCAG on a reimbursement basis. SCAG will reimburse OCTA for 90% of the eligible expenses incurred on furtherance of the Project up to $200,000, 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 Generally Accepted Government Auditing Standards (GAGAS). Upon completion, a final audit report will be forwarded to SCAG. OCTA is responsible to provide the required Match for the Project in accordance with the applicable statutes. The Match provided by OCTA shall be financed, with local, non-federal funds.

C. At least once a month OCTA 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 $200,000. All costs associated with the Project shall be identified on the invoice, along with documentation of the cash Match paid by OCTA, with invoices to be directed to SCAG's Project Manager. SCAG shall pay OCTA invoices within thirty (30) days of receipt.

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D. Relative to an invoice, OCTA 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), total cost incurred, and the following, if applicable: actual hourly pay rate, total hours worked, fringe benefit rate, fringe costs, Consultant indirect cost rate, and Consultant indirect costs;

(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 costs incurred 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 OCTA.

E. All costs charged pursuant to this Agreement shall be supported by properly executed payrolls showing labor (wage) rates per hour; copies of time records, including timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG.

F. 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 1 through June 30) shall not be paid.

G. 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 any 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.

ARTICLE 5. INDIRECT COSTS

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

ARTICLE 6. Quarterly and Financial Status Reports

A. On a quarterly basis, or when requested by SCAG's Project Manager, OCTA 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 costs incurred regarding the Project. Information regarding OCTA's Match for the Project shall also be included on the Report.

B. On all documents submitted to SCAG for the Project, include the Report, OCTA shall reference WBS Number 08-060.SCGC6.

ARTICLE 7. COST PRINCIPLES

A. OCTA 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

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(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 OCTA 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 OCTA within thirty (30) days of the OCTA receiving notice of audit findings. Should OCTA 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 OCTA.

C. All costs charged to this Agreement by OCTA shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature of the charges, and shall be costs allowable under the cost principles cited above in paragraph a.

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."

ARTICLE 8. WRITTEN AND ELECTRONIC VERSIONS OF WORK PRODUCTS

A. OCTA 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 OCTA's rights, SCAG shall be free to use, reproduce, and reformat material developed under this Agreement. 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 for a government purpose.

SCAG will treat all documents with the word "DRAFT" as confidential, and under no circumstances are they to be circulated.

ARTICLE 9. RECORDS RETENTION AND AUDITS

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

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

C. OCTA agrees to include all costs 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 OCTA 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 OCTA from full and timely performance in accordance with the terms of this Agreement.

ARTICLE 10. FEDERAL CERTIFICATIONS AND ASSURANCES

A. As a sub-recipient of the State administered federal grant, OCTA 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 OCTA 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. OCTA 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 OCTA 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, OCTA 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 OCTA, 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, OCTA, 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.

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ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. In the performance of work undertaken pursuant to this Agreement, OCTA shall affirmatively require that its employees and contractors shall not unlawfully 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.

B. OCTA shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. OCTA 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. OCTA 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 OCTA 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 OCTA under this Agreement until OCTA complies, and/or

(ii) Cancellation, termination or suspension of the Agreement, in whole or in part.

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E. Incorporation of Provisions: OCTA shall include the provisions of this section in every subcontract, unless exempt from the regulations or directives issued pursuant thereto. OCTA 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.

ARTICLE 12. CONFLICT OF INTEREST

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

ARTICLE 13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. It is the policy of SCAG, the California Department of Transportation, and/or DOT, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in FHWA/FTA funds-assisted contracts.

B. OCTA and its Consultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The OCTA and its Consultants shall carry out the applicable requirements of 49 CFR Part 26, Caltrans Local Assistance Procedures Manual, and SCAG's DBE Program, in the award and administration of this agreement. Failure by OCTA to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or other such remedy, as SCAG deems appropriate.

ARTICLE 14. MUTUAL INDEMNIFICATION

A. Neither OCTA 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. OCTA 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 OCTA 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 OCTA, or by its respective officers, agents, employees, contractors and subcontractors in connection with this Agreement. SCAG shall indemnify, defend and hold OCTA 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.

ARTICLE 15. TERMINATION FOR CAUSE

A. If through any cause, OCTA 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 OCTA. If this Agreement is terminated by SCAG as provided herein, SCAG's only obligation shall be the payment of eligible expenses incurred for the Project in accordance with the terms of this Agreement.

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, OCTA reserves the right to terminate this FA upon thirty (30) days written notice to SCAG. In the event OCTA terminates the Consultants contracts, SCAG agrees to share in any costs of termination of

the Consultant contracts not to exceed the actual costs of work performed by the Consultants prior to the date of termination.

ARTICLE 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 OCTA: Arthur T. Leahy
Chief Executive Officer
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
Telephone: (714) 560-5584

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

ARTICLE 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.

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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.

ARTICLE 18. EFFECTIVE DATE

This Agreement shall be effective on the date on which the last of the Parties, whether OCTA or SCAG, executes this document.

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

ORANGE COUNTY TRANSPORTATION AUTHORITY ("OCTA")

By: _____ _____
Arthur T. Leahy Date
Chief Executive Officer

APPROVED AS TO FORM:

Kennard R. Smart, Jr.
General Counsel

By: _____ _____
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

SCAG shall only be obligated to make payment to OCTA for work performed under this Scope of Work. Subject to any further changes agreed upon by the Parties, SCAG anticipates making payment for work performed under Task 2 (Data Collection Technical Memorandum and Periodic Updates), Task 3 (Reevaluate Conceptual Alternatives from Phase I), and Task 4 (Initial Screening), of the attached Project Scope of Work, up to the maximum amount of $200,000.

(To be attached)

Attachment "B" – Sample Invoice

(To be attached)