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1 **AGREEMENT NO. C-0-1715**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5 **PACIFIC STRATEGIES**

6 **THIS AGREEMENT** is effective this 29th day of November, 2010, by and
7 between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
8 California 92863-1584, a public corporation of the state of California (hereinafter referred to as
9 "AUTHORITY"), and Pacific Strategies 435 East Riverview Avenue, Suite C, Orange, California 92865
10 (hereinafter referred to as "CONSULTANT").

11 **WITNESSETH:**

12 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to monitor policy decisions
13 of city, county, and local agency agendas, as well as developing short and long term local government
14 strategies related to AUTHORITY projects and programs; and

15 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

16 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
17 and is capable of performing such services; and

18 **WHEREAS**, CONSULTANT wishes to perform these services;

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
20 as follows:

21 **ARTICLE 1. COMPLETE AGREEMENT**

22 A. This Agreement, including all exhibits and documents incorporated herein and made
23 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions
24 of this Agreement between AUTHORITY and CONSULTANT and it supersedes all prior
25 representations, understandings and communications. The invalidity in whole or in part of any term or
26 condition of this Agreement shall not affect the validity of other terms or conditions.

B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such terms or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AUTHORITY DESIGNEE

The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and exercise any of the rights of AUTHORITY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AUTHORITY.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>
Matthew Cunningham	Project Manager
Laura Cunningham	Principal

C. No person named in paragraph B of this Article, or his/her successor approved by AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AUTHORITY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key

1 person, unless CONSULTANT is not provided with such notice by the departing employee.
2 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these
3 qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon execution by both parties, and shall continue in full
6 force and effect through December 19, 2011 ("Initial Term"), unless earlier terminated or extended as
7 provided in this Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
9 additional twelve (12) months, commencing December 20, 2011, and continuing through December 19,
10 2012 ("Option Term"), and thereupon require CONSULTANT to continue to provide services, and
11 otherwise perform, in accordance with Exhibit A, entitled "Scope of Work", and Article 5 "Payment."

12 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish
13 its right to terminate the Agreement for AUTHORITY's convenience or CONSULTANTS's default as
14 provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period
15 extending from commencement through December 19, 2012 which period encompasses the Initial
16 Term and Option Term.

17 **ARTICLE 5. PAYMENT**

18 A. For CONSULTANT's full and complete performance of its obligations under this Agreement
19 and subject to the maximum cumulative payment obligation provisions set forth in Article 6,
20 AUTHORITY shall pay CONSULTANT on a firm fixed price basis in accordance with the following
21 provisions.

22 B. The following schedule shall establish the firm fixed payment to CONSULTANT by
23 AUTHORITY for each work task set forth in the Scope of Work entitled Exhibit A. The schedule shall
24 not include any CONSULTANT expenses not approved by AUTHORITY, including, but not limited to
25 reimbursement for local meals.

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Initial Term: December 20, 2010 through December 19, 2011

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Develop and Maintain Matrix of Stakeholders	\$2,000.00
2	Monitor Local Government Agendas	\$13,000.00
3	Track and Report City Council Transportation Developments	\$5,000.00
4	Facilitate Discussions and Attend OCTA and Stakeholders Meetings	\$2,500.00
5	Analysis of City County Make-up	\$5,000.00
6	Attend Local Government Meetings	<u>\$2,500.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$30,000.00</u>

Option Term: December 20, 2011 through December 19, 2012

<u>Tasks</u>	<u>Description</u>	<u>Firm Fixed Price</u>
1	Develop and Maintain Matrix of Stakeholders	\$2,000.00
2	Monitor Local Government Agendas	\$13,000.00
3	Track and Report City Council Transportation Developments	\$5,000.00
4	Facilitate Discussions and Attend OCTA and Stakeholders Meetings	\$2,500.00
5	Analysis of City County Make-up	\$5,000.00
6	Attend Local Government Meetings	<u>\$2,500.00</u>
TOTAL FIRM FIXED PRICE PAYMENT		<u>\$30,000.00</u>

C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Percentage of work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has documented to AUTHORITY's satisfaction, that CONSULTANT has fully completed all work required under the task. AUTHORITY's payment in full for any task completed shall

1 not constitute AUTHORITY's final acceptance of CONSULTANT's work under such task.

2 D. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
3 duplicate to AUTHORITY's Accounts Payable office. Each invoice shall be accompanied by the
4 monthly progress report specified in paragraph C of this Article. AUTHORITY shall remit payment
5 within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall include
6 the following information:

- 7 1. Agreement No. C-0-1715;
- 8 2. Specify the task number for which payment is being requested;
- 9 3. The time period covered by the invoice;
- 10 4. Total monthly invoice (including project-to-date cumulative invoice amount);
- 11 5. Monthly Progress Report; and
- 12 6. Certification signed by the CONSULTANT or his/her designated alternate that a)
13 The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The
14 backup information included with the invoice is true, complete and correct in all material respects; c) All
15 payments due and owing to subcontractors and suppliers have been made; d) Timely payments will
16 be made to subcontractors and suppliers from the proceeds of the payments covered by the
17 certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold
18 or retain from a subcontractor or supplier unless so identified on the invoice.

19 7. Any other information as agreed or requested by AUTHORITY to substantiate the
20 validity of an invoice.

21 **ARTICLE 6. MAXIMUM OBLIGATION**

22 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
23 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
24 obligation for CONSULTANT's profit) shall be Thirty Thousand Dollars (\$30,000.00) which shall include
25 all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or
26 due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

Pacific Strategies
435 East Riverview Avenue
Suite C
Orange, CA 92865

ATTENTION: Matthew Cunningham
(714) 998 – 9307, matt@pacific-strategies.com

To AUTHORITY:

Orange County Transportation Authority
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

ATTENTION: Maria Cruz-Thompson
(714) 560 – 5605, mthompson@octa.net

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

- 1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with

1 a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2 2. Automobile Liability Insurance to include owned, hired and non-owned autos
3 with a combined single limit of \$1,000,000.00 each accident;

4 3. Workers' Compensation with limits as required by the State of California including a
5 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

6 4. Employers' Liability with minimum limits of \$1,000,000.00.

7 B. Proof of such coverage, in the form of an insurance company issued policy endorsement
8 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
9 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
10 from the effective date of this Agreement with the AUTHORITY, its officers, directors, employees and
11 agents designated as additional insured on the general and automobile liability. Such insurance shall
12 be primary and non-contributive to any insurance or self-insurance maintained by the AUTHORITY.

13 C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement
14 Number C-0-1715; and, the Buyer's Name, Maria Cruz-Thompson.

15 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors
16 shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this
17 Agreement.

18 **ARTICLE 10. ORDER OF PRECEDENCE**

19 Conflicting provisions hereof, if any, shall prevail in the following descending order of
20 precedence: (1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 0-
21 1715; (3) CONSULTANT's proposal dated October 18, 2010; (4) all other documents, if any, cited
22 herein or incorporated by reference.

23 **ARTICLE 11. CHANGES**

24 By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
25 make changes in the general scope of this Agreement, including, but not limited to, the services
26 furnished to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work

1 suspension or change causes an increase or decrease in the price of this Agreement, or in the time
2 required for its performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its
3 claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and
4 an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse
5 CONSULTANT from proceeding immediately with the agreement as changed.

6 **ARTICLE 12. DISPUTES**

7 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact
8 arising under this Agreement which is not disposed of by supplemental agreement shall be decided by
9 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
10 reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The
11 decision of the Director, CAMM, shall be final and conclusive.

12 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact
13 arising under this Agreement as limiting judicial review of any such decision to cases where fraud by
14 such official or his representative or board is alleged, provided, however, that any such decision shall
15 be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
16 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
17 appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and
18 to offer evidence in support of its appeal.

19 C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
20 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
21 CAMM. This Disputes clause does not preclude consideration of questions of law in connection with
22 decisions provided for above. Nothing in this Agreement, however, shall be construed as making final
23 the decision of any AUTHORITY official or representative on a question of law, which questions shall be
24 settled in accordance with the laws of the state of California.

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1 **ARTICLE 13. TERMINATION**

2 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or
3 part, by giving CONSULTANT written notice thereof. Upon said notice, AUTHORITY shall pay
4 CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined
5 by AUTHORITY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT
6 shall have no further claims against AUTHORITY under this Agreement.

7 B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state
8 proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT
9 makes an assignment for the benefit of creditors, or if CONSULTANT breaches any term(s) or violates
10 any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar
11 days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for all reasonable costs
12 incurred by AUTHORITY as a result of such default including, but not limited to, reprocurement costs of
13 the same or similar services defaulted by CONSULTANT under this Agreement.

14 **ARTICLE 14. INDEMNIFICATION**

15 CONSULTANT shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
16 employees and agents from and against any and all claims (including attorneys' fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
18 to or loss of use of property caused by the negligent acts, omissions or willful misconduct by
19 CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection
20 with or arising out of the performance of this Agreement.

21 **ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS**

22 Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
23 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
24 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
25 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all
26 terms and conditions of this Agreement.

1 **ARTICLE 16. AUDIT AND INSPECTION OF RECORDS**

2 CONSULTANT shall provide AUTHORITY, or other agents of AUTHORITY, such access to
3 CONSULTANT's accounting books, records, payroll documents and facilities, as AUTHORITY deems
4 necessary. CONSULTANT shall maintain such books, records, data and documents in accordance
5 with generally accepted accounting principles and shall clearly identify and make such items readily
6 accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4)
7 years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records
8 directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15
9 of this Agreement. Consultant shall permit any of the foregoing parties to reproduce documents by any
10 means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

11 **ARTICLE 17. CONFLICT OF INTEREST**

12 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
13 of interest means that due to other activities, relationships or contracts, the CONSULTANT is
14 unable, or potentially unable to render impartial assistance or advice to the Authority;
15 CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be
16 otherwise impaired; or the CONSULTANT has an unfair competitive advantage. CONSULTANT is
17 obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they
18 are known to the CONSULTANT. All disclosures must be submitted in writing to AUTHORITY
19 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
20 Agreement.

21 **ARTICLE 18. CODE OF CONDUCT**

22 CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to
23 Third-Party contracts which is hereby referenced and by this reference is incorporated herein.
24 CONSULTANT agrees to include these requirements in all of its subcontracts.

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1 **ARTICLE 19. FEDERAL, STATE AND LOCAL LAWS**

2 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
3 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
4 regulations promulgated thereunder.

5 **ARTICLE 20. EQUAL EMPLOYMENT OPPORTUNITY**

6 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
7 against any employee or applicant for employment because of race, religion, color, sex, age or national
8 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
9 employees are treated during their employment, without regard to their race, religion, color, sex, age or
10 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
11 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
12 forms of compensation; and selection for training, including apprenticeship.

13 **ARTICLE 21. PROHIBITED INTERESTS**

14 CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or
15 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter shall have any
16 interest, direct or indirect, in this Agreement or the proceeds thereof.

17 **ARTICLE 22. OWNERSHIP OF REPORTS AND DOCUMENTS**

18 A. The originals of all letters, documents, reports and other products and data produced under
19 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
20 for CONSULTANT's records but shall not be furnished to others without written authorization from
21 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
22 shall be retained by AUTHORITY.

23 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
24 descriptions, and all other written information submitted to CONSULTANT in connection with the
25 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
26 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected

1 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
 2 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is
 3 or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall
 4 not use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project
 5 in any professional publication, magazine, trade paper, newspaper, seminar or other medium without
 6 the express written consent of AUTHORITY.

7 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
 8 released by CONSULTANT to any other person or agency except after prior written approval by
 9 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
 10 releases, including graphic display information to be published in newspapers, magazines, etc., are to
 11 be handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

12 **ARTICLE 23. PATENT AND COPYRIGHT INFRINGEMENT**

13 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
 14 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any
 15 claim or suit against AUTHORITY on account of any allegation that any item furnished under this
 16 Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes
 17 upon any presently existing U. S. letters patent or copyright and CONSULTANT shall pay all costs and
 18 damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in
 19 writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense
 20 for the defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim
 21 results from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form
 22 infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in
 23 combination with other material not provided by CONSULTANT when such use in combination infringes
 24 upon an existing U.S. letters patent or copyright.

25 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
 26 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY

1 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
 2 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
 3 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
 4 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
 5 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
 6 copyright indemnity thereto.

7 **ARTICLE 24. FINISHED AND PRELIMINARY DATA**

8 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
 9 photographs, tapes, software, software design documents, including without limitation source code,
 10 binary code, all media, technical documentation and user documentation, photoprints and other graphic
 11 information required to be furnished under this Agreement, shall be AUTHORITY's property upon
 12 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary
 13 restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it
 14 shall have no interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said
 15 data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

16 B. It is expressly understood that any title to preliminary technical data is not passed to
 17 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
 18 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
 19 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
 20 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
 21 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 11, and a price shall be
 22 negotiated for all preliminary data.

23 **ARTICLE 25. FORCE MAJEURE**

24 Either party shall be excused from performing its obligations under this Agreement during the
 25 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
 26 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material,

1 products, plants or facilities by the federal, state or local government; national fuel shortage; or a
2 material act or omission by the other party; when satisfactory evidence of such cause is presented to
3 the other party, and provided further that such nonperformance is unforeseeable, beyond the control
4 and is not due to the fault or negligence of the party not performing.

5 This Agreement shall be made effective upon execution by both parties.

6 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-0-1715 to be
7 executed on the date first above written.

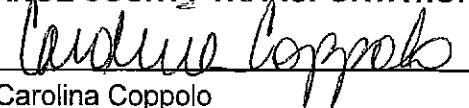
8 **PACIFIC STRATEGIES**

9 By


Matthew Cunningham
Principal

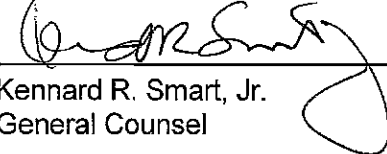
ORANGE COUNTY TRANSPORTATION AUTHORITY

By


Carolina Coppolo
Manager
Contracts Administration and Materials Management

12 APPROVED AS TO FORM:

13 By


Kennard R. Smart, Jr.
General Counsel

