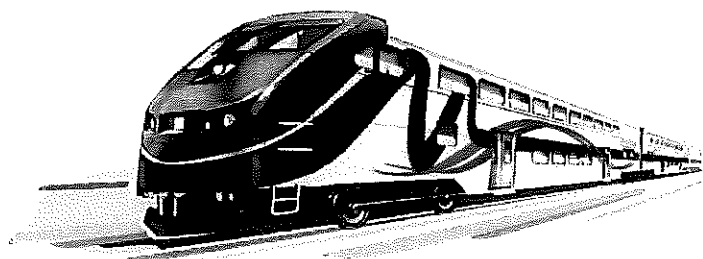


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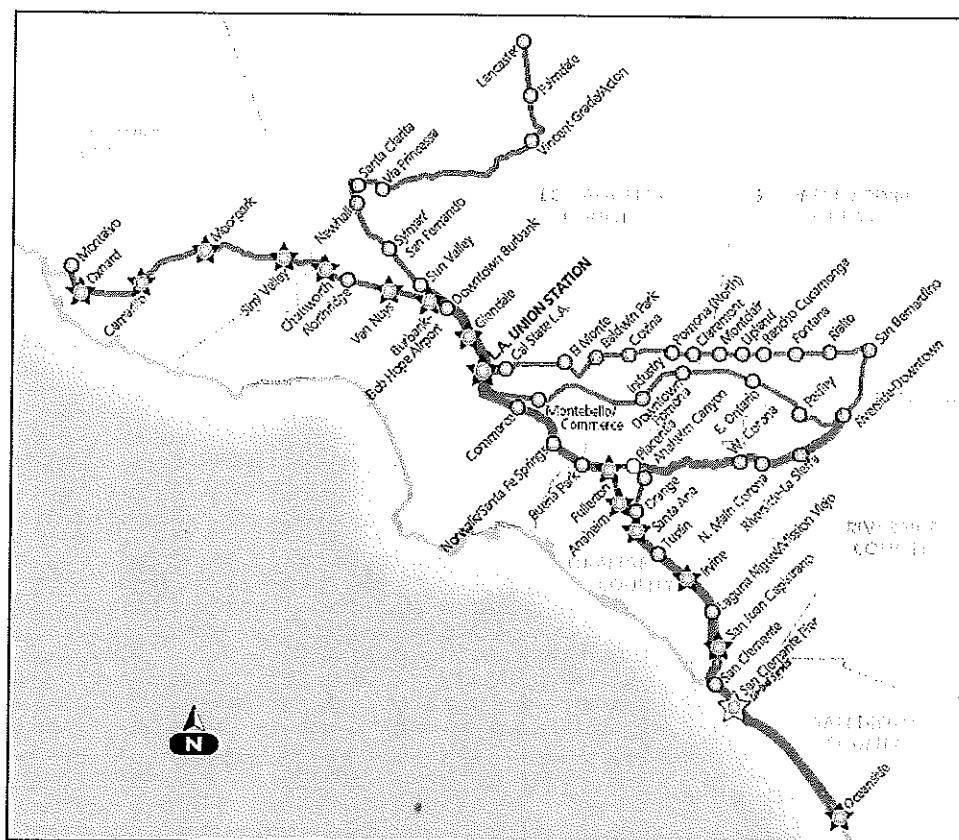
Southern California Regional Rail Authority



CONFORMED CONTRACT

NO. L167B-17

FEDERAL LEGISLATIVE
REPRESENTATION SERVICES



MEMBER AGENCIES

Los Angeles County
Metropolitan Transportation Authority

Orange County
Transportation Authority

Riverside County
Transportation Commission

San Bernardino
Associated Governments

Ventura County
Transportation Commission

CONTRACT AGREEMENT

between

KADESH & ASSOCIATES

230 2nd St. SE
Washington, DC 20003

Project Manager:

Mark Kadesh
Telephone: (202) 547-8800
Cell: (202) 251-9717
Mark@KadeshDC.com

And

Southern California Regional Rail
Authority
One Gateway Plaza, 12th Floor
Los Angeles, California 90012
(hereinafter "Authority")

CONTRACT DOCUMENTS

RFP NO. L167B-17

FEDERAL LEGISLATIVE REPRESENTATION SERVICES

Contract Amount: \$120,000

Authority Project Manager:

Name: Whitney Englander
Title: Government &
Regulatory Affairs
Manager
Telephone: (213) 452-0340
Email: EnglanderW@scrra.net

Contract Administrator:

Name: Manchi Yi
Title: Principal Contract &
Compliance Administrator
Telephone: (213) 452-0469
Email: yim@scrra.net

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO: L167B-17
FEDERAL LEGISLATIVE REPRESENTATION SERVICES**

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Exhibit 1 – Cost Schedule

Exhibit 2 – Contract Task Order (CTO) Forms

Exhibit 3 – Contract Task Order (CTO) Form 60

Exhibit 4 – Travel Policy

This Contract is made and entered into as of this 30th day of January, 2017 by and between the SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (hereinafter referred to as "Authority") and KADESH & ASSOCIATES (hereinafter referred to as "Contractor/Consultant").

RECITALS

WHEREAS, Authority is a Joint Powers Authority organized under Sections 6500 et seq. of the California Government Code and Section 130255 of the California Public Utilities code with power to contract for services described in Attachment A to this Agreement entitled "Attachment A - Scope of Services" (hereinafter referred to as "Services" or "Work");

WHEREAS, Authority desires to hire Contractor/Consultant;

WHEREAS, Contractor/Consultant has indicated it is qualified to perform such Services and (1) has reviewed all the available data furnished by Authority pertinent to the Services to be rendered; (2) has inspected and reviewed the Services to be rendered; (3) will exercise the ordinary care and skill expected of a practitioner in its profession; and (4) is willing to accept responsibility of performing the Services set forth in this Agreement for the compensation and in accordance with the terms, requirements and conditions herein specified;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1. SCOPE OF WORK/SERVICES

- A. Contractor/Consultant will perform the Work/Services and related tasks as described in the Scope of Work/Services. The Scope of Work/Services is attached hereto and is incorporated by reference into and made a part of this Agreement.
- B. This is a non-exclusive Contract, whereby Authority may, at its sole discretion, augment or supplant the Work/Services with its own forces or forces of another Contractor/Consultant or entity. Contractor/Consultant will cooperate fully with Authority's staff or other Contractor/Consultant or entity that may be providing similar or the same Services for Authority.

2. PERIOD OF PERFORMANCE

The period of performance shall be for one year from January 30, 2017 to January 29, 2018 with an option for two one-year that may be exercised at the sole discretion of Authority, unless amended by mutual agreement of both parties through a written amendment to this Contract or unless earlier terminated pursuant to the provisions of this Contract.

3. PAYMENT

- A. For Consultant's full and complete performance of its obligations under this Contract, the Authority shall pay Contractor/Consultant a fixed monthly retainer based on the rates shown in Exhibit 1, Cost Schedule, plus reimbursement of any direct costs agreed to in an approved Contract Task Order in accordance with the provisions of this Article, and subject to the maximum cumulative payment obligation set forth in paragraph B of this Article.
- B. Authority's maximum cumulative payment obligation under this Agreement shall not exceed One Hundred Twenty Thousand Dollars (\$120,000) including all amounts payable to Contractor/Consultant for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including but not limited to leases, materials, taxes, insurance, and profit.
- C. Invoicing

Contractor/Consultant shall submit invoices in duplicate to:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Accounts Payable

Each invoice shall include the following information:

- Contract number
- CTO identification number(s)
- PO Number
- Time period covered by the invoice
- Amount of payment requested
- Information as requested by Authority

Authority shall remit payment within thirty (30) calendar days of approval of the invoices by Authority's Project Manager.

4. CONTRACT TASK ORDERS

CONSULTANT shall perform Additional Services under this Agreement as specified in written Contract Task Orders (hereinafter referred to as "CTO" Exhibit 2) issued by AUTHORITY. The AUTHORITY, at its discretion, may require CONSULTANT to initiate Services prior to the approval of a CTO on a Letter of Intent basis, for a limited period of time and limited compensation.

Each CTO will include (1) a numerical designator; (2) the period of performance and schedule of deliverables; (3) the description of the CTO services; and (4) the cost budgeted for the CTO which shall not be exceeded without written modification to the

CTO. The Contractor/Consultant shall start CTO services immediately upon receipt of a signed CTO.

AUTHORITY shall not be obligated to pay costs in excess of the not-to-exceed cost set forth in each CTO. Contractor/Consultant shall perform the CTO Services and all obligations under this Agreement within such not-to-exceed price. Contractor/Consultant shall not invoice Authority for costs in excess of the approved not-to-exceed price.

A. CTO Proposal Preparation

The AUTHORITY will issue a written Request for Proposal (Exhibit 2) to the CONSULTANT for submission of a detailed CTO proposal (Exhibit 3). The request will include, as needed, a description of the Services to be performed, the required schedule, and any special conditions related to the performance of the Services.

The CONSULTANT's proposal shall be detailed and respond completely to the AUTHORITY's request. The proposal shall include, but not be limited to:

1. A description of the Services to be performed for the CTO, in sufficient detail to allow for the AUTHORITY's evaluation and/or an independent cost estimate, if required.
2. A list of the CONSULTANT's personnel, by function and labor title, to be used in the performance of the Services, estimated labor hours for each and specific fully burdened labor rate. (If a subcontractor is used to perform services, the same information is to be provided for subcontractors).
3. If it is the usual practice of partners or principals to perform certain basic technical work, they may be compensated for the time when they are actually engaged in the work, but only at a rate of pay commensurate with the type of work performed, as agreed upon by the AUTHORITY and the CONSULTANT in paragraph 3.A. Payment.
4. A schedule for completion of the Services, including a breakdown of milestone completion dates if required by the AUTHORITY's request.
5. A detailed cost breakdown for the proposed Services which includes (1) the fully burdened labor rate for the CONSULTANT personnel, by labor title, to be used in the performance of the CTO, and (2) other direct costs (e.g., material, facility rental, audio taping). If required by the AUTHORITY's request, the cost breakdown shall be detailed by milestone and/or deliverables.
6. The negotiated not-to-exceed cost for the CTO will be in effect for the duration of the CTO.

7. No "percentage of ..." costs are permitted under this Agreement, except the negotiated or audited overhead rates that are included as part of the fully burdened labor rate.

The process for revising an approved CTO shall include all the requirements of this Article. The CTO forms for revisions and Request for Proposal are included in Exhibits 2.

B. Proposal Review and Approval

Upon receipt of the Consultant's proposal, the Authority will review the proposal, may have an independent cost estimate performed, and may negotiate any terms (e.g., labor hours, schedule) and/or costs specific to the CTO.

The Authority will issue an approved CTO. Each CTO will include (1) a numerical designator, (2) the description of the CTO Services, (3) the period of performance, schedule of deliverables, and milestones, if applicable, and (4) the not-to-exceed cost for the CTO which shall not be exceeded without receipt of an approved revision to the CTO, (5) Authority approvals.

The Consultant shall start CTO Services immediately upon receipt of a signed CTO. If the CTO includes interim milestones, approval may be given for only a portion of the Services. The Consultant may not proceed to the next milestone, until it receives a written approval from the Project Manager.

C. Costs Requiring Pre-approval

Overtime or premium labor rate charges must be approved by the Authority's Project Manager, in writing, prior to being incurred. No overhead will be paid on overtime or premium work by non-exempt employees.

The following Other Direct Costs are not allowed without prior approval of the Project Manager.

- Travel and/or subsistence. (Travel within the areas served by the Metrolink System is considered a normal business requirement.)
- Relocation and/or subsistence.
- Tuition, fees for training, seminars, professional association meeting, publication, or similar costs.
- Cost of equipment, tools or vehicles hired, leased or purchased. If approved, depreciated value must be credited to the Authority at the completion of the Agreement.
- Meals

Generally, other direct costs that are usually and customarily included as part of overhead will not be reimbursable. These costs include, but are not limited to,

reproduction, mailing, and delivery charges, telephone, cell phone and facsimile charges, and expendable office supplies.

5. AUDIT AND INSPECTION OF RECORDS

Contractor/Consultant agrees that Authority or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, employment records or other records relating to this Agreement. Such material, including all pertinent cost, accounting, financial records and proprietary data must be kept and maintained by Contractor/Consultant for a period of three (3) years after completion of this Agreement unless Authority's written permission is given to dispose of material prior to this time.

6. NOTIFICATION

All notices hereunder concerning this Agreement and the services to be performed shall be physically transmitted by courier, overnight, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To the Authority:

Southern California Regional Rail Authority
One Gateway Plaza, 12th Floor
Los Angeles, CA 90012
Attn: Manchi Yi
Principal Contract & Compliance Administrator

To the Contractor:

Kadesh & Associates
230 2nd St. SE
Washington, DC 20003
Attn: Mark Kadesh, President

7. AUTHORITY AND CONTRACTOR'S REPRESENTATIVES

A. Authority's Project Manager

The Authority's Project Manager under this Agreement shall be Whitney Englander, Government & Regulatory Affairs Manager.

B. Contractor's Key Personnel

The following are Contractor's key personnel, shown with their roles in the Services to be provided:

<u>Name</u>	<u>Role</u>
<u>Mark Kadesh</u>	<u>Project Manager/ Primary Advocate</u>
<u>Chris Kierig</u>	<u>Principal Consultant</u>
<u>Dave Ramey</u>	<u>Principal Consultant</u>
<u>Joyce West</u>	<u>Coordinator</u>

Authority awarded this Agreement to Contractor based on Authority's confidence and reliance on the expertise of Contractor's key personnel described above. Contractor shall not reassign key personnel or assign other personnel to key personnel roles until Authority approves a replacement in writing.

8. TERMINATION FOR CONVENIENCE

Authority may terminate this Agreement for Authority's convenience at any time by giving Contractor ten (10) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. Thereafter Contractor shall have no further claims against Authority under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become Authority property upon date of such termination

9. TERMINATION FOR BREACH OF AGREEMENT

If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, Authority may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default, which is acceptable to the Authority within the time specified in Authority's notice of default, then Authority may terminate this Agreement due to Contractor's breach of this Agreement.

If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then Authority may immediately terminate this Agreement.

If Contractor violates Article 24, Compliance with Lobbying Policies, then Authority may immediately terminate this Agreement.

In the event Authority terminates this Agreement as provided in this Article, Authority may procure, upon such terms and in such manner as Authority may deem appropriate, Services similar in scope and level of effort to those so terminated, and Contractor shall be liable to Authority for all of its costs and damages, including, but not limited to, any excess costs for such Services.

All finished or unfinished documents and materials produced or procured under this Agreement shall become Authority property upon date of such termination.

If, after notice of termination of this Agreement under the provisions of this article, it is determined for any reason that Contractor was not in default under the provisions of this article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the article entitled TERMINATION FOR CONVENIENCE.

The rights and remedies of Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. ASSIGNMENT

This Agreement, any interest herein or claim hereunder, may not be assigned by Contractor either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by Contractor, without the prior written consent of Authority. Consent by Authority shall not be deemed to relieve Contractor of its obligations to comply fully with all terms and conditions of this Agreement.

11. SUBCONTRACTING

Authority hereby consents to Contractor's subcontracting of portions of the Services to the parties identified below for the functions described in Contractor's proposal. Contractor shall include in each subcontract agreement the stipulation that Contractor, not Authority, is solely responsible for payment to the subconsultant for the amounts owing and that the subcontractor/subconsultant shall have no claim, and shall take no action against Authority, Member Agencies or officers, directors, employees or sureties thereof for nonpayment by Contractor/Consultant.

Subcontractors Names and Addresses	Services to Be Performed
None	

12. INDEPENDENT CONTRACTOR/CONSULTANT

- A. The Contractor's relationship to the Authority under this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. Contractor shall pay all wages, salaries and other amounts due its employees in connection with work performed under 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.

- B. Contractor shall perform and exercise, and require its Subcontractors/ Suppliers to perform and exercise due professional care and competence in the performance under this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of Agreement, it being understood that Authority will be relying upon Contractor's professional competency.

13. INSURANCE

Throughout the duration of this Agreement, Contractor shall maintain the following insurance, which shall be full-coverage insurance not subject to self-insurance provisions. Contractor shall not of its own initiative cause such insurance to be canceled or materially changed during the course of this Agreement.

- A. **Commercial General Liability** to include Products/Completed Operations, independent contractor, Contractual Liability, and Personal Injury Liability; with at least the following limits of liability:
1. Primary Bodily Injury Liability Limits of \$1,000,000 per occurrence, \$1,000,000 aggregate
- B. **Automobile Liability** with the following limits:
1. Primary Bodily Injury with limits of \$1 million per occurrence; and
 2. Primary Property Damage with limits of \$1 million per occurrence; or
 3. Combined single limits of Liability for Primary Bodily and Primary Property Damage of \$2 million per occurrence.
- C. **Workers' Compensation Insurance** with the limits established and
- D. **Professional Liability (E&O)** with limits of \$1,000,000 per claim and aggregate.
- E. **Employer's Practices Liability** with limits of \$1 million per occurrence.
- F. Proof of Insurance will be required prior to commencement of work under the contract. A certificate of insurance will be required to be furnished to the Authority's Contract & Compliance Administrator. The insurance coverage is subject to the following requirements:
- The Authority, its member agencies, officers, directors, employees and agents are named as additional insured via endorsement on

Commercial General Liability and Automobile Liability insurance with respect to performance of services under the contract.

- The coverage shall be primary and noncontributory as to any other insurance with respect to liability hereunder.
- Thirty days (30) days prior written notice of cancellation or of material changes in coverage is to be given to the Authority by endorsement.

14. INDEMNITY

Contractor shall indemnify, defend and hold harmless Authority, and its member agencies, and their officers, directors, employees and agents from and against any and all liability, expense (including but not limited to defense costs and attorneys' fees), claims, causes of action, and lawsuits for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage (including property of Contractor) arising from or connected with any alleged act and/or omission of Contractor, its officers, directors, employees, agents, Subcontractors or suppliers. This indemnity shall survive termination of this Agreement and/or final payment thereunder.

15. SUSPENSION OF SERVICES

The Authority may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the services for a specified period of time.

The Contractor shall comply immediately with any written order suspending the services that it receives from the Authority, and take all reasonable steps to minimize allocable costs covered by the suspension period. The Contractor shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of the Authority.

16. CHANGES IN SCOPE OF WORK

By written notice or order, Authority may, from time to time, order work suspension or make changes to this Contract. Changes in the services shall be mutually agreed to and incorporated into an amendment to this Agreement. Upon execution of an amendment, Contractor shall perform the services, as amended. Amendments to the Agreement may require prior approval by the Authority's Board of Directors, and in all instances require prior signature of authorized representative of the Authority.

17. SUBMITTAL OF CLAIMS BY CONTRACTOR

Contractor shall file any and all claims with Authority's Project Manager in writing within thirty (30) days of the event or occurrence giving rise to the claim. The claim shall be in

sufficient detail to enable Authority to ascertain the claim's basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss or damages allegedly incurred by Agreement.

Even though a claim may be filed and/or in review by Authority, Contractor shall continue to perform in accordance with this Contract.

18. EQUAL OPPORTUNITY

In connection with the execution of this Contract, Contractor shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental condition, political affiliation, sexual orientation or marital status. Contractor shall take action to ensure that applicants and employees are treated without regard to the above.

19. STANDARD OF PERFORMANCE

- A. Contractor shall perform and exercise, and require its Subcontractors to perform and exercise due professional care and competence in the performance of the Services in accordance with the requirements of this Agreement. Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of the Services, it being understood that Authority will be relying upon such professional quality, accuracy, completeness and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Agreement. The provisions of this paragraph shall survive termination or expiration of this Agreement and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the services assigned to them. Authority shall have the right, at its sole discretion, to require the removal of Contractor's personnel at any level assigned to the performance of the services at no additional fee or cost to Authority, if Authority considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing services under this Agreement under this Article shall not be re-assigned to perform services under this Agreement without Authority's prior written approval.

20. NOTIFICATION OF EMPLOYMENT OF SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with Authority's Ethics Policy, Contractor shall provide written notice to Authority disclosing the identity of any individual who Contractor desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of the Authority, or (2) served as a Board

Member/Alternate or an employee of the Authority within the previous 12 months of the date of the proposed employment or retention by Contractor. Contractor's written notice shall indicate whether the individual will be an officer, principal or shareholder of the entity and/or will participate in the performance of the Agreement.

21. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Agreement, Contractor shall provide a written statement disclosing any contribution(s) of \$250 or more made by Contractor or its Subcontractor within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of Contractor or Subcontractor.

22. COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the services required under this Agreement in conformity with requirements and standards of Authority, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and services may be affected by services under this Agreement. Contractor shall also comply with all Federal, California and local laws and ordinances.

23. WHISTLEBLOWER REQUIREMENTS

No Contractor shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et seq.

24. COMPLIANCE WITH LOBBYING POLICIES

- A. Contractor agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by Authority in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist complies with Authority's Ethics Policy.
- B. If Contractor (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with Authority's Ethics Policy, such failure shall be considered a material breach of this Agreement and Authority shall have the right to immediately terminate or suspend this Agreement.

25. PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other material relating to conduct of Authority's business, including materials submitted by Contractor in its proposal and during the course of performing the services under this Agreement, shall become the exclusive property of Authority and may be

deemed public records. Said materials may be subject to the provisions of the California Public Records Act. Authority's use and disclosure of its records are governed by this Act.

- B. Authority will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of trade secret, confidential or proprietary. Authority will accept materials clearly and prominently labeled "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by Contractor. Authority will endeavor to notify Contractor of any request of the disclosure of such materials. Under no circumstances, however, will Authority be liable or responsible for the disclosure of any labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of Authority or its officers, employees and/or Contractors.
- C. In the event of litigation concerning the disclosure of any material submitted by Contractor, Authority's sole involvement will be as a stakeholder, retaining the material until otherwise ordered by a court. Contractor, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall defend, indemnify and hold Authority harmless from all costs and expenses, including attorneys' fees, in connection with such action.

26. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Agreement. Failure of either party to enforce any provision of this Agreement at any time shall not be construed as a waiver of that provision.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

27. SEVERABILITY

In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Agreement shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Agreement.

28. FORCE MAJEURE

The Contractor will be granted an extension of time for any portion of a delay in completion of the work caused by acts of God or the public enemy, wars, civil

disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, mechanical failures, strikes or weather more severe than normal, providing that (1) the aforesaid causes were not foreseeable and did not result from the fault of negligence of the Contractor, (2) the Contractor has taken reasonable precautions to prevent further delays owing to such causes, and (3) the Contractor notifies the Authority in writing of the causes(s) for the delay within five days from the beginning of any such delay, No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

29. GOVERNING LAW

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.
- B. Contractor shall comply with all applicable federal, state and local laws and ordinances.

30. CONFIDENTIALITY

Contractor agrees that for and during the entire term of this Agreement, any information, data, figures, records, findings and the like received or generated by Contractor in the performance of this Agreement, shall be considered and kept as the private and privileged records of Authority and will not be divulged to any person, firm, corporation, or other entity except on the direct written authorization of Authority. Further, upon expiration or termination of this Agreement for any reason, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authority of Authority.

31. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

Authority shall review and approve in writing all Authority related copy proposed to be used by Contractor for advertising or public relations purposes prior to publication. Contractor shall not allow Authority related copy to be published in its advertisements and public relations programs prior to receiving such approval. Contractor shall ensure that all published information is factual and that it does not in any way imply that Authority endorses Contractor's firm, service, and/or product.

Contractor shall refer all inquiries from the news media to Authority, and shall comply with the procedures of Authority's Public Affairs staff regarding statements to the media relating to this Agreement or the Services.

32. MODIFICATIONS TO CONTRACT

Unless specified otherwise in the Agreement, this Agreement may only be modified by written mutual consent evidenced by signatures of representatives authorized to enter into and modify the Agreement. In order to be effective, amendments may require prior approval by the Authority's Board of Directors, and in all instances require prior signature of an authorized representative of the Authority.

33. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, (2) Attachment A - Services, (3) provisions of RFP No. L167-17 and (4) Contractor's Proposal dated October 28, 2016.

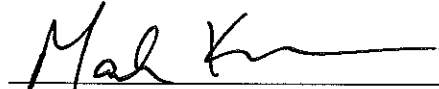
34. ENTIRE CONTRACT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between Authority and Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below, and effective on the date first hereinabove written.

KADESH & ASSOCIATES

SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY



Mark Kadesh
President



Arthur T. Leahy
Chief Executive Officer

3/1/17

Date

Tax I.D. No. 32-0218758

APPROVED AS TO FORM:

Don Del Rio
General Counsel



General Counsel

ATTACHMENT A
SCOPE OF SERVICES

**SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
METROLINK COMMUTER RAIL SYSTEM**

**CONTRACT NO. L167B-17
FEDERAL LEGISLATIVE REPRESENTATION SERVICES**

SCOPE OF SERVICES

1.0 BACKGROUND

The Southern California Regional Rail Authority (Authority) is a joint powers authority established on October 1, 1991 under the provisions of the Joint Powers Act, Section 6500 *et seq.* of the California Government Code, and Section 130255 of the California Public Utilities Code for the purpose of establishing a regional commuter rail system (known as "Metrolink") in the metropolitan area of Los Angeles comprising the counties of Los Angeles, Orange, Ventura, Riverside and San Bernardino. The Authority is governed by an eleven-member Board of Directors with representation from the following entities:

Los Angeles County Metropolitan Transportation Authority
Orange County Transportation Authority
Riverside County Transportation Commission
San Bernardino Associated Governments
Ventura County Transportation Commission

Congress, the Administration and regulatory agencies make policy and funding decision that have significant impacts to the Authority. Therefore utilization of advocacy firms is required to adequately represent the Authority in Washington, D.C.

2.0 SCOPE OF SERVICES

The tasks involved shall include but not be limited to the following:

- Provides project management support based on strategic plan.
- Advise on messaging and assist in the design of advocacy materials.
- Provide political, strategic, policy and technical advice on legislative and funding proposals.
- Represent Metrolink and advocate on behalf of the priorities established by the Authority Board of Directors with members of Congress, the Administration, transportation and regulatory agencies and related associations.
- Enhance, manage, and assist the Authority in building relationships with; the California congressional delegation (House and Senate), congressional leaders on transportation policy, congressional appropriators, staff members of key congressional committees, federal agencies such as the FRA and NTSB, and the Administration.

- Proactively engage in, and help facilitate the Authority's, regular communication with congressional offices on transportation policy, Positive Train Control (PTC), funding matters, and the needs of the Authority as outlined in the legislative agenda.
- Build and facilitate Metrolink's building of relationships with new members engaged in the development and the adoption of new rail and surface transportation bills.
- Facilitate the inclusion of Metrolink's federal legislative priorities, including transit and rail funding, PTC implementation, state of good repair funding, and other authority priorities as determined by the legislative agenda, into federal authorization and appropriations bills as appropriate, and protect the agency from adverse legislation.
- Maintain current awareness of Authority Board actions, programs, activities and policies.
- Build Metrolink's presence with federal agencies and the Administration
- Proactively identify funding opportunities from Congress, the Administration and transportation agencies, including, but not limited to; USDOT, FTA, FRA, and EPA.
- Protect the agency from adverse regulatory policies and rules released by the FRA and other federal agencies.
- Assist with strategy, drafting and disseminating and programmatic and report language requests
- Facilitate Metrolink's building of relationships with third party stakeholders, advise on coalition building opportunities, and leverage coalition opportunities to promote the Authority's goals as defined in the legislative agenda and strategic plan.

3.0 KEY PERSONNEL

The proposer must designate a primary advocate and principle assistant to manage the account on behalf of the Authority. Both the primary advocate and principal assistant should maintain excellent relations with key members of congress and their staff, congressional committee staff, and the administration. The primary advocate is expected to participate as the lead on the account (at least 40% of the time), and be supported as necessary by the principle assistant (40%) as well as other personnel necessary to adequately represent the Authority (20%).

4.0 DELIVERABLES

- Strategic plan development to implement legislative agenda priorities should occur within 60 days of the new session

- Lobbyists should be prepared every week with agenda items that align with strategic plan
- Both the primary advocate and principle assistant should participate on weekly calls with Authority staff and advocacy team
- Lobbyists should maintain a calendar that tracks Authority activities and aligns with the congressional calendar that includes key and emerging deadlines
- Produce advocacy and messaging documents as needed
- Lobbyists should travel to Los Angeles at least once per year to meet with SCRRA staff and board

5.0 COMMUNICATION

- Principal and/or primary assistant must participate on weekly conference calls with Government and Regulatory Affairs Manager and/or staff
- Lobbyist must relay actionable items the day of
- Lobbyists must relay important information within a three day window
- Timely responses to requests for feedback or support are expected

EXHIBIT 1

COST SCHEDULE

[illegible]

EXHIBIT 2
CONTRACT TASK ORDER (CTO) FORMS

Contract No.: L167B-17
 Contract Title: FEDERAL LEGISLATIVE
 REPRESENTATION SERVICES
 Consultant:

Task No.: Revision No.:
 Task Name:
 CTO Proposal Due Date:

Consultant shall prepare a proposal based on the following information.

Scope of Work:

☐ Drawings attached #

☐ Additional Scope of Services attached.

Start Date:
 Completion Date:

☐ Estimated
☐ Mandatory

Milestones:

Other Requirements:

Vendor Selection:

☐ Multiple Proposals Requested

FUNDING SOURCE

- ☐ Federal
- ☐ State
- ☐ Local
- ☐ Recollectable
- ☐ Other _____

THRU

- ☐ MTA
- ☐ OCTA
- ☐ RCTC
- ☐ SANBAG
- ☐ VCTC
- ☐ Other _____

FUNDS

Fed. Trans. Adm. Grant
 # _____
 Fund Transfer Agt.
 # _____
 Other _____
 Other _____

Prepared by: _____

_____ Date

_____ Date

CC:

METROLINK

CONTRACT TASK ORDER (CTO)

[To Be Completed by SCRRRA]

Contract No.: L167B-17 Contract Title: FEDERAL LEGISLATIVE REPRESENTATION SERVICES Consultant:		Task No.: Task Name: CTO Proposal Due Date:	
CTO SCOPE OF SERVICES – Attached			
Required Start Date: Required Completion Date:		Milestone Date(s): ☐ See attached	
SUMMARY COST ESTIMATE			
	Cost Components	Total Authorization	
1.	Fully Burdened Direct Labor (Total Prime)	\$	
	DBE Portion of Prime (if applicable) (\$)		
2.	Subconsultants (attach detailed estimates in same format)		
	Company Name		
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
3.	Other Direct Costs	\$	
4.	Premium/Overtime Cost	\$	
5.	Total Fixed Fee	\$	
6.	Total Not-to-Exceed Time and Material Cost	\$ 0.00	
ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED			
FUNDING SOURCE		THRU	
☐ Federal	☐ State	☐ MTA	☐ OCTA
☐ Local	☐ Recollectable	☐ SANBAG	☐ VCTC
☐ Other		☐ Other	☐ RCTC
FUNDS		DISTRIBUTION	
Fed. Trans. Adm. Grant #		COST	PROJECT
Fund Transfer Agt #		TASK	TYPE
Other		ORG	
Other			
AUTHORITY APPROVALS:		CONSULTANT:	
_____ Date: _____ _____ Date: _____ _____ Date: _____		_____ Signature _____ Title _____ Date	

cc: Project Manager, Project Administrator, Administrative Assistant, Senior Contract Administrator, Accounts Payable

METROLINK CONTRACT TASK ORDER (CTO) REVISION

[To Be Completed by SCRRRA]

Contract No.: L167B-17
 Contract Title: FEDERAL LEGISLATIVE
 REPRESENTATION SERVICES
 Contractor:

Task No.: Revision No.:
 Task Name:
 CTO Proposal Due Date:

CTO SCOPE OF SERVICES –Attached

Required Start Date: Milestone Date(s):
 Required Completion Date: ☐ See attached

REVISED SUMMARY COST ESTIMATE

	Cost Components			Previous Authorization	Current Authorization	Revised Total Authorization
1.	Fully Burdened Direct Labor (Total Prime)			\$	\$	\$ 0.00
	DBE Portion of Prime (if applicable) (\$)					
2.	Subcontractors (attach detailed estimates in same format)	COMPANY NAME	DBE			
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
			☐	\$	\$	\$ 0.00
3.	Other Direct Costs			\$	\$	\$ 0.00
4.	Total Not-to-Exceed Cost			\$ 0.00	\$ 0.00	\$ 0.00

FORM 60(S) MUST BE ATTACHED

FUNDING SOURCE ☐ Federal ☐ State ☐ Local ☐ Recollectable ☐ Other _____		THRU ☐ MTA ☐ OCTA ☐ RCTC ☐ SANBAG ☐ VCTC ☐ Other _____																					
FUNDS Fed. Trans. Adm. Grant # _____ Fund Transfer Agt # _____ Other _____ Other _____		DISTRIBUTION <table border="1"> <thead> <tr> <th>COST</th> <th>PROJECT</th> <th>TASK</th> <th>TYPE</th> <th>ORG</th> </tr> </thead> <tbody> <tr> <td>\$ _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$ _____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		COST	PROJECT	TASK	TYPE	ORG	\$ _____	_____	_____	_____	_____	\$ _____	_____	_____	_____	_____	\$ _____	_____	_____	_____	_____
COST	PROJECT	TASK	TYPE	ORG																			
\$ _____	_____	_____	_____	_____																			
\$ _____	_____	_____	_____	_____																			
\$ _____	_____	_____	_____	_____																			

AUTHORITY APPROVALS:

CONTRACTOR:

 Date: _____

 Date: _____

 Date: _____

 Signature

 Title

 Date

cc: Project Manager Senior Contract Administrator
 Project Administrator Accounts Payable
 Administrative Assistant

EXHIBIT 3

FORM 60, COST PROPOSAL

CTO PRICING PROPOSAL

"FORM 60"

[To Be Completed By Contractor]

METROLINK

Contract No.: L167B-17 CTO No.:	CTO PRICING PROPOSAL "FORM 60"	Page 2 of 2
Contractor:		

Contract No. L167B-17 CTO NO.		Contractor Initials		Page 1 of 2
Contractor:				
Services to be furnished:		Location where work is to be performed:		
DETAILED DESCRIPTION OF COST ELEMENTS				
1. LABOR (specify function/title)	ESTIMATED HOURS	FULLY BURDENED LABOR RATE/HOUR	ESTIMATED COST	TOTAL ESTIMATED COST
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
		\$	0.00	
TOTAL DIRECT LABOR:				\$ 0.00
2. SUBCONTRACTORS (attach "Form 60" for all proposed subcontractors)				
		DBE		
		☐	\$	
		☐	\$	
		☐	\$	
		☐	\$	
		☐	\$	
		☐	\$	
		☐	\$	
TOTAL SUBCONSULTANTS:				\$ 0.00
3. OTHER DIRECT COSTS (itemize on Page 2 of Form 60)				\$ 0.00
4. PREMIUM COST (itemize on page 2 of Form 60)				\$ 0.00
5. FEE (justification must be included in CTO proposal)				\$
TOTAL ESTIMATED COST:				\$ 0.00

EXHIBIT 4
TRAVEL POLICY

TRAVEL POLICY

Where travel is authorized by the Authority to be reimbursed, it will be reimbursed in accordance with the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). All bills shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

If charged to the Authority, all travel, whether to Los Angeles or from Los Angeles to other locations, shall be approved in writing in advance by the Authority's Project Manager.

Time for travel will not be reimbursed.

A. Auto Mileage

Auto Mileage if using personal automobile will be reimbursed at the IRS rate.

B. Air Travel

Air fares will be reimbursed based on the most direct route at coach class travel rates. Upgrading (coach to a higher class) of airline tickets will only be reimbursed when approved, and only when the business schedule required immediate travel at a time when higher class accommodations are the only accommodations available. Downgrading (exchange) of airline ticket where the Consultant receives financial or personal gain is not permitted. If a trip is postponed, reservations should be canceled immediately.

Travel arrangements should be made as early as possible (preferably three weeks) to take advantage of advanced reservation rates.

The Authority does not pay for air travel insurance.

C. Accommodations

The Authority will reimburse hotel room fees at room rate not-to-exceed the California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>).

D. Meals

Meals will be reimbursed up to a maximum of \$40.00 per day of travel, based on the actual cost, see California Department of Transportation Consultants/Contractors Travel Policy (<http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm>). Receipts are required for all meals. In order to be reimbursed, meal receipts (itemized if possible) in the form of receipts, credit card receipts, or cash register tape must be submitted. The Authority will not pay for alcoholic beverages.

E. Telephone Usage

Consultant's employees shall submit documentation regarding all telephone calls charged to the Authority. Documentation must include the name of the party being called and the purpose of the call. The Authority shall allow one business call upon arrival and one call prior to departure. The Authority will not pay for additional business calls unless directly related to the Contract. Personal telephone calls are not reimbursable.

F. Parking and Ground transportation

Public transportation should be used whenever possible; however, if necessary, rental car expenses including gas will be reimbursed for authorized travel only. Cab fare (on a shared basis whenever possible) is reimbursable. Receipts shall be required to document all parking charges as well as other ground transportation charges.

The Consultant's employees shall rent the lowest automobile classification appropriate for the size or purpose of the group using the vehicle.

1-2 Travelers	Compact
3 Travelers	Medium/Intermediate
4-5 Travelers	Full Size/Standard Equipment
6+ Travelers	Van

Consultant's employees must fuel rental automobiles prior to turn-in as rental companies normally add a large service charge to fuel costs.

Consultant's employees should take advantage of "Early Bird Parking" whenever possible. Parking expense incurred while conducting Authority business is reimbursable.

Transportation related to toll charges incurred while on Authority business is reimbursable.

G. Baggage Handling

Baggage Handling service fees within or outside the Los Angeles region are reimbursable at standard reasonable rates.

H. Other Business Expenses

Supplies, equipment rental, reprographics, and facsimile-related expenses may be reimbursed when traveling on Authority business. Such expenses shall be billed at cost.

I. Non-Allowable Expenses

The Authority will not provide any reimbursement for personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health club facilities, movies in hotels, personal items, charitable contributions, etc. Pursuant to the Authority's policy, costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable per 48 CFR Part 31.2 (FAR).