

AGREEMENT NO. 21-1002572

REGIONAL RIDESHARE SOFTWARE AGREEMENT

This Agreement for Services (“AGREEMENT”) is entered into between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), Orange County Transportation Authority (“OCTA”), Riverside County Transportation Commission (“RCTC”), San Bernardino County Transportation Authority (“SBCTA”) and the Ventura County Transportation Commission (“VCTC”) (each individually a “Party” and collectively the “Parties”) for the Provision of the Regional Rideshare Software (the “Project”).

1. **WHEREAS**, SBCTA has entered into Contract No. 19-1002203 with Trapeze Software Group, Inc. (“Trapeze”), whereby Trapeze provides services and licenses software to support a regional rideshare database (“Regional Rideshare Software”);
2. **WHEREAS**, the Parties desire to enter into this AGREEMENT for SBCTA’s provision of the Regional Rideshare Software as part of the effort to continue coordination of regional rideshare services.
3. **WHEREAS**, the goal of the Project is to maintain and enhance the Regional Rideshare Software, which is necessary to encourage commuters to carpool, vanpool, take bus and rail, telecommute, bike and walk to Southern California worksites;
4. **WHEREAS**, the Parties under a separate Memorandum of Understanding will consolidate their rideshare databases into a single, 5-county regional rideshare database (“Consolidated Database”) to better serve the traveling population of the region;
5. **WHEREAS**, SBCTA has agreed to perform services necessary to implement the Project on the terms and conditions contained herein;

NOW, THEREFORE, the Parties to this AGREEMENT agree to the following terms and conditions:

1. **SCOPE OF SERVICES**

- A. The Parties understand and agree that LACMTA, OCTA, RCTC and VCTC are intended third-party beneficiaries of the Regional Rideshare and Vanpool Program Online System Agreement dated September 5, 2019 (Contract No. 19-1002203) as amended between SBCTA and Trapeze Software Group, Inc. (“Trapeze”). The foregoing referenced Agreement, attached as Attachment A, is referred to herein as the ‘Software Agreement.’ The Parties agree to comply with Attachment 1, Software License and Maintenance Agreement, to the Software Agreement. SBCTA and its subcontractors shall furnish all technical and professional services necessary to fully and adequately perform the tasks set forth in Exhibit C of the Software Agreement (the “Services”).
- B. SBCTA shall perform the Services in accordance with the Budget attached as Attachment

B, which is incorporated herein by reference. A Party(s) may request a modification to the Regional Rideshare Software as further outlined in Section 10 and SBCTA may release contingency funds as allocated in the budget provided the Party requesting the modification provides written approval of such release of contingency, and further provided the total budget amount is not exceeded.

C. SBCTA understands that some Party(s) may utilize Congestion Mitigation & Air Quality (“CMAQ”) Funding for this Project and will administer the Project in accordance with CMAQ Guidelines, as adopted or amended.

2. TERM

A. This AGREEMENT shall commence on July 1, 2021, and terminate on June 30, 2024, or until otherwise terminated, or unless extended as hereinafter provided by written amendment, except that all indemnity obligations hereunder shall survive termination of this AGREEMENT.

B. All eligible Project expenses as outlined in this AGREEMENT shall be reimbursed in accordance with the terms and conditions of this AGREEMENT unless otherwise agreed to by the Parties in writing.

C. Should a Party(s) determine there are insufficient Funds available for the Project or wish to terminate this AGREEMENT for convenience, the terminating Party(s) may terminate their participation in the AGREEMENT by giving written notice to each Party by April 1st of each year. The termination date will be effective as of July 1st of the same year the written notice was provided. If a Party terminates its participation in the AGREEMENT pursuant to this section, the terminating Party(s) will not reimburse SBCTA any costs incurred after the termination date, except Trapeze Work Orders approved by the terminating Party(s) prior to the termination notice, for which work has commenced by Trapeze. The terminating Party(s) share of these costs will be consistent with the established funding percentages outlined in the AGREEMENT.

3. PAYMENT OF COMPENSATION

LACMTA, OCTA, RCTC and VCTC shall reimburse SBCTA for the amounts set forth below (the “Funds”) for the Project:

A. LACMTA shall reimburse SBCTA an amount not to exceed FOUR HUNDRED NINETY-FOUR THOUSAND, ONE HUNDRED FIVE DOLLARS (\$494,105) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

B. OCTA shall reimburse SBCTA an amount not to exceed ONE HUNDRED THIRTY-SEVEN THOUSAND, FOUR HUNDRED SIXTY-SIX DOLLARS (\$137,466) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.

- C. RCTC shall reimburse SBCTA ONE HUNDRED EIGHTY SIX THOUSAND, FOUR HUNDRED FOURTY-FOUR DOLLARS \$186,444 for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- D. SBCTA shall be responsible for an amount not to exceed ONE HUNDRED TWENTY FIVE THOUSAND, TWO HUNDRED NINE DOLLARS (\$125,209) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- E. VCTC shall reimburse SBCTA an amount not to exceed THIRTY FOUR THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS (\$34,495) for the actual costs of the Services provided under this AGREEMENT, subject to the terms and conditions contained herein.
- F. All costs, if any, associated with the initial implementation of the Consolidated Database will be at no cost to LACMTA, OCTA and VCTC. RCTC and SBCTA will share the initial costs associated with the Consolidated Database as outlined in this AGREEMENT.
- G. The Parties shall jointly fund the Project and contribute their share of the Project as outlined in Attachment B.
- H. All disbursements of Funds shall be on a reimbursement basis only. Such disbursements of Funds shall be considered an estimate subject to adjustment based on any Party's audit results.
- I. Under no circumstances will the total amount of money paid to SBCTA for the Services exceed the Funds, unless otherwise agreed to by the Party(s) in writing.

4. INVOICING

- A. All invoices will be provided to LACMTA, OCTA, RCTC and VCTC on a quarterly basis for only those quarters in which Services have been rendered. The quarterly invoice shall include all appropriate documentation (such as contractor invoices, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project.
- B. LACMTA, OCTA, RCTC and VCTC shall make payment to SBCTA within forty-five (45) calendar days after receipt of SBCTA's invoice prepared in accordance with instructions above

Invoices shall be addressed to:

LACMTA

Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
AccountsPayable@metro.net
Re: AGREEMENT 21-1002572

OCTA

Accounts Payable
P.O. Box 14184
Orange, CA 92863-1584
vendorinvoices@octa.net
Re: AGREEMENT 21-1002572

RCTC

Accounts Payable
PO BOX 12008
Riverside, CA 92502-2208
ap@rctc.org
Re: AGREEMENT 21-1002572

VCTC

Commuter Services
751 E. Daily Drive #420
Camarillo 93010
cgrasty@goventura.org
Re: AGREEMENT 21-1002572

Payments shall be addressed to:

SBCTA

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

- A. LACMTA, OCTA, RCTC and VCTC, and/or their designee(s), shall have the right to conduct audits of the Project, as deemed appropriate. LACMTA, OCTA, RCTC and VCTC may commence a final audit within six months of receipt of acceptable final invoice. SBCTA agrees to establish and maintain proper accounting and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). SBCTA shall reimburse LACMTA, OCTA, RCTC and VCTC for any expenditure not in compliance with the Scope of Services and/or not in compliance with other terms and conditions as defined by this AGREEMENT. SBCTA's expenditures submitted to LACMTA, OCTA, RCTC and VCTC for this project shall be in compliance with 2 CFR Subtitle A, Chapter II Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A87).
- B. SBCTA's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements) and invoices, (all collectively referred to as "Records"), which Records shall be open to inspection and subject to audit and reproduction by LACMTA, OCTA, RCTC and VCTC auditors or authorized representatives to the extent deemed necessary by LACMTA, OCTA, RCTC and VCTC to adequately permit evaluation of expended costs. These records must be retained by

SBCTA for three years following final payment under this AGREEMENT.

6. DEFAULT

A Default under this AGREEMENT is defined as failure of a Party(s) to comply with the terms and conditions contained herein including but not limited to; (i) A Party(s) failure to comply with the Attachment 1 to the Software Agreement; (ii) A Party(s) authorizes a Trapeze Work Order as noted in Section 10 without SBCTA participation; (iii) SBCTA authorizes a Trapeze Work Order as noted in Section 10 prior to obtaining written approval from the Party(s).

A waiver by a Party(s) of one default of another Party(s) shall not be considered to be a waiver of any subsequent default of the other Party(s), of the same or any other provision, nor be deemed to waive, amend, or modify this AGREEMENT.

7. REMEDIES:

- A. In the event of a Default by a Party(s), the non-Defaulting Party(s) shall provide written notice of such Default to the Defaulting Party(s) identifying the Default and providing a 30-day period in which to cure the Default. In the event the Defaulting Party(s) fails to cure the Default or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the non-Defaulting Party(s), the following shall apply:
1. If SBCTA is the Defaulting Party: (i) The non-Defaulting Party(s) may terminate their participation in this AGREEMENT; (ii) the non-Defaulting Party(s) may cease making disbursements of Funds to SBCTA, except that the non-Defaulting Party(s) shall reimburse SBCTA for Services provided prior to the event constituting the Default; and/or (iii) the non-Defaulting Party(s) may recover damages and/or expenses from SBCTA's default to the extent allowed by law or in equity.
 2. If LACMTA, OCTA, RCTC or VCTC is the Defaulting Party: (i) SBCTA may cease the provision of the Services; and /or (ii) SBCTA may recover damages and/or expenses resulting from the Defaulting Party(s)'s to the extent allowed by law or in equity.
- B. The remedies described herein are non-exclusive. The Party(s) shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

8. COMMUNICATIONS

- A. The Parties shall ensure that all Communication Materials (as defined in 8.B.) contain recognition of the Parties' contribution to the Project. The Parties shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "This project was partially funded by LACMTA, OCTA, RCTC, SBCTA and VCTC" or alternative acceptable minimum language as approved in writing by the Parties; and (ii) the Parties' logos, with the exception of press releases, which do not require the Parties' logos. Prior to

use in Communications Materials, each Party verify and approve, in writing, the correct logo.

- B. For purposes of this AGREEMENT, “Communications Materials” include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.
- C. The Parties shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired by a Party(s) to produce Communications Materials related to this Project will comply with the requirements contained in this Section.

9. OWNERSHIP OF MATERIALS/EQUIPMENT/CONFIDENTIALITY/USE OF DATA

- A. Ownership and Use Rights. Ownership and the right to use all documents, Data, Software or Successor Software (as defined in Section 10), and materials shall be in accordance with the Software Agreement. This AGREEMENT does not confer upon any Party any right or interest in any other Party’s collected or owned technical data.
- B. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials, either created by or provided to a Party in connection with the performance of this AGREEMENT shall be held confidential by that Party. No other Party shall use such materials for any purposes other than the performance of the Services without the prior written consent of the Party from which the materials were obtained.. Nor shall such materials be disclosed to any person or entity for any purpose other than the performance of the Services. Nothing furnished to a Party which is otherwise known to another Party or is generally known, or has become known, to the related industry shall be deemed confidential. Except as required by Section 8 of this AGREEMENT, the Parties shall not use any other Party’s name or insignia, photographs of the project, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of that Party.

10. SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE

- A. Software Licensing for the Regional Rideshare Software and products required under this AGREEMENT shall be in accordance with the Software Agreement; in the event of a conflict between the provisions of this AGREEMENT and the Software Agreement, the provisions of the Software Agreement shall control. For the purposes of this AGREEMENT, the below terms are defined as follows:
 - 1. Software: The software programs and products or if the Regional Rideshare Software is replaced, the successor software programs and products, provided such successor software at a minimum performs the same functions as the Regional Rideshare Software, that are licensed to the Parties or to be developed per the Software or Successor Software

Module Enhancements noted in the paragraph below and delivered by SBCTA or its subcontractors to the Parties under the AGREEMENT.

2. Software or Successor Software Enhancements: Enhancements or modifications including but not limited to adding features or modules that are not provided under the Software Agreement and that are made to Software or the Successor Software modules by SBCTA or its subcontractors that are funded by a Party(s) or collectively the Parties hereunder for the Project.

3. Data: The information, whether in hard copy, database, keypunch or other formats, which is used as input to the Software or Successor Software or which is or has been generated, collected, analyzed, created, prepared or developed by SBCTA, or its respective subcontractors for the performance of the Project which is funded hereunder.

B. A Party(s) may request that SBCTA's subcontractors generate Software or Successor Software Enhancements using contingency funds identified in the Budget, Attachment B. The requesting Party(s) may work directly with SBCTA's subcontractors to develop a Work Order for the requested modification(s), but the Work Order provided by SBCTA's subcontractors shall be approved and signed by SBCTA to ensure there is sufficient budget for the enhancement(s). The cost share of the Work Order will be determined based on the number of participating Party(s). If there is only one participating Party, the cost will be the sole responsibility of that Party. If multiple Party(s) participate, the cost will be shared by population share of the participating Party(s) or as otherwise agreed by the participating Party(s). The cost share for each Work Order will be outlined and attached to the Work Order, along with the written approval of all participating Parties, including SBCTA.

The following shall apply for the Software or Successor Software and when any Enhancements (Software or Successor Software) developed for the Project:

1. SBCTA's subcontractors shall deliver the Software or Successor Software and Software or Successor Software Enhancements electronically to the Party(s) online websites. The Party(s) shall hold the Software or Successor Software and Software or Successor Software Enhancements, and other written or electronic materials provided by SBCTA's contractors, in confidence, shall use and disclose them only as expressly authorized herein or as required by law and only to its employees, agents or sublicensees to whom disclosure is necessary for the performance and exercise of its rights hereunder, and shall take reasonable steps to ensure that unauthorized persons will have no access to them.

2. The Party(s) shall not sell, license or otherwise transfer any interest in the Data, Software or Successor Software, Software or Successor Software Enhancements, or other materials developed for utilization in the Project, without the prior written permission of each of the Party(s).

11. SUBCONTRACTORS

SBCTA shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Parties. The Parties understand and agree that Trapeze will be a subcontractor for services under this AGREEMENT, unless the Software is at some time replaced with Successor Software. If SBCTA desires to extend or enter a new agreement with Trapeze beyond the terms identified in Section 2 of this AGREEMENT, written approval is required by the Parties.

12. INDEMNIFICATION

- A. No Party, nor any officers, directors, employees or agents thereof are responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, that each Party shall fully defend, indemnify and save harmless all other Parties, and their officers, directors, employees and agents from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the indemnifying Party under or in connection with any work, authority or jurisdiction delegated to the indemnifying Party under this AGREEMENT. This provision shall survive termination of this contract.

13. INSURANCE

- A. Without in any way affecting the indemnity provisions identified in this AGREEMENT, the Parties shall, at their own sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this AGREEMENT and shall be with at least the limits of liability as identified in this section. Any Party(s) that are a self-insured public entity for purposes of the liabilities identified in this section warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this AGREEMENT.
1. *Professional Liability* - Shall be provided in an amount not less than \$1,000,000, per claim and \$2,000,000 in the aggregate. The Parties shall secure and maintain this insurance or "tail" coverage provided throughout the term of this Agreement and for a minimum of three (3) years after Agreement completion.
 2. *Workers' Compensation* - Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with \$1,000,000 limits, covering all persons providing services on behalf of the respective Party and all risks to such persons under this Agreement.

3. *Commercial General Liability* - To include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, Broad-Form Property Damage and Independent Contractors' Liability, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate written on an occurrence form. For products and completed operations a \$2,000,000 aggregate shall be provided.
 4. *Automobile Liability* - To include owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 per occurrence, combined single limit, and in the aggregate written on an occurrence form.
 5. *Network and Privacy Insurance* – Each of the parties shall carry Network and Privacy (Errors and Omissions) insurance in an amount of not less than \$1, 000,000 per claim and \$1,000,000 in the annual aggregate, protecting itself and each Party from the following exposures related to this Agreement:
 - (i) the theft, dissemination and/or unauthorized disclosure or use of confidential information and personally identifiable information (not to be limited to bank information, social security numbers, health information, credit card account information, and confidential corporate information). Such insurance shall also include coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach; and
 - (ii) the introduction of a computer virus into, or otherwise causing damage to, a computer, computer system, network or similar computer-related property and the data, software, and programs used herein.
 - (iii) If such insurance is maintained on an occurrence basis, the Parties shall maintain such insurance for an additional period of one year following the end of the applicable Term. If such insurance is maintained on a claims-made basis, the parties shall maintain such insurance for an additional period of three years following the end of the applicable Term.
- B. *Proof of Coverage* – SBCTA shall furnish certificates of insurance to the other Parties and the other Parties shall furnish certificates of insurance to SBCTA evidencing the insurance coverage required above, prior to the commencement of performance of service hereunder, and such certificates shall include the other Party as an additional insured on all insurances except Worker's Compensation and Professional Liability. The certificates of insurance must be executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renewed coverage for any reason, the responsible Party will provide 30 days' notice of such cancellation or nonrenewal to the other Party. If a Party's policy is cancelled for nonpayment of premium, the applicable Party shall provide the other Party ten (10) days' notice. All certificates of insurance are to include the contract number and Program Manager's name.

14. KEY PERSONNEL AND NOTICES

- A. The Parties have designated the following as key personnel for the Project and will provide written email notice of any key Project staffing changes or other notifications required in this AGREEMENT.

LACMTA: Martin Buford Sr. Manager, Transportation Planning Shared Mobility & Implementation BufordM@metro.net	OCTA: Kristopher Hewkin Marketing Specialist – Vanpool khewkin@octa.net
RCTC: Brian Cunanan Program Manager, Commuter & Motorist Assistance bcunanan@rctc.org	SBCTA: Nicole Soto Mobility Analyst, Transit & Rail nsoto@gosbcta.com
VCTC: Claire Grasty Program Manager, Regional Planning, Rail and TDA Programs cgrasty@goventura.org	

- B. Any and all notices permitted or required to be given hereunder shall be deemed duly given and received (a) upon actual delivery, if delivery is personally made or if made by email during regular business hours, or (b) the first business day following delivery by email when not made during regular business hours. Each such notice shall be sent to the respective Party(s) at the email address indicated above or to any other email address as the respective Party(s) may designate from time to time by a notice given in accordance with this Section. A Party shall notify all other Parties of any contact information changes within five (5) business days of the change.

15. OTHER TERMS AND CONDITIONS

- A. This AGREEMENT shall not be amended, nor any provisions or breach hereof waived, except by written Amendment signed by the Parties.
- B. In the event that there is any legal court (e.g., Superior Court of the State of California or U.S. District Court for the Central District of California) proceeding between the Parties to enforce or interpret this AGREEMENT, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney’s fees.

- C. No Party(s) hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, pandemics, and government acts beyond the control and without fault or negligence of the affected party. Each Party hereto shall give notice promptly to the other Parties of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this AGREEMENT.
- D. SBCTA shall comply with and ensure that work performed under this AGREEMENT is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR).
- E. SBCTA shall not assign this AGREEMENT, or any part hereof, without prior written approval of each Party, and any assignment without said consent shall be void and unenforceable.
- F. This AGREEMENT shall be governed by California law. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- G. The covenants and agreements of this AGREEMENT shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns.
- H. SBCTA in the performance of the work described in this AGREEMENT is not a contractor nor an agent or employee of LACMTA, OCTA, RCTC or VCTC. SBCTA attests to no organizational or personal conflicts of interest and agrees to notify LACMTA, OCTA, RCTC and VCTC immediately in the event that a conflict, or the appearance thereof, arises. SBCTA shall not represent itself as an agent or employee of LACMTA, OCTA, RCTC or VCTC and shall have no powers to bind LACMTA, OCTA, RCTC or VCTC in contract or otherwise.
- I. This AGREEMENT may be executed in counterparts, each of which shall constitute an original. A manually signed copy of this AGREEMENT which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this AGREEMENT for all purposes. This AGREEMENT may be signed using an electronic signature so long as the signature complies with Government Code § 16.5 and the Uniform Electronic Transactions Act, Civil Code §§ 1633.1 et seq.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva
County Counsel

By: _____
Deputy Date

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Georgia Martinez Date
Department Manager,
Contracts and Procurement

APPROVED AS TO FORM:

By: _____
James M. Donich Date
General Counsel

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the dates indicated below:

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

By: _____
Frank J. Navarro Date
President, Board of Directors

APPROVED AS TO FORM:

By: _____
Julianna K. Tillquist Date
General Counsel

