



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: September 29, 2011
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – Ellen Sandt
 - A) **Board Letter – RECOMMENDATION TO AWARD CONTRACT FOR SPECIAL TAX CONSULTING SERVICES**
TTC – Mark Saladino or designee
 - B) **Board Letter – APPROVE ENERGY EFFICIENCY PROGRAM CALIFORNIA PUBLIC UTILITIES COMMISSION**
ISD – Tom Tindall or designee
 - C) **Board Letter - APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY CONCERNING TRANSIT FUNDING**
CEO – Ellen Sandt or designee
2. Public Comment
3. Adjournment

Note:

The October 27, 2011 Operations Cluster meeting will be cancelled.

Therefore, if anyone has items/issues that need to be discussed, you can either request to schedule it the week before (10/20/11), or after (11/3/11), or send it via email to the Board.



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

October 11, 2011

TELEPHONE
(213) 974-2101

FACSIMILE
(213) 626-1812

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACT FOR
SPECIAL TAX CONSULTING SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) issued a Request for Proposal (RFP) to solicit proposals for Special Tax Consulting Services. The TTC is recommending approval and Contract award to David Taussig & Associates, Inc. (Taussig).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Mayor to sign the attached Contract with Taussig for the provision of Special Tax Consulting Services for a term of three (3) years (Term), commencing November 1, 2011, or upon the date of Board's approval, whichever is later, with an annual maximum amount not to exceed \$42,500 (Contract Sum).
2. Delegate authority to the TTC to prepare and execute future amendments to extend the Contract for a maximum of two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract.
3. Delegate authority to the TTC to prepare and execute future amendments to modify the terms of the Statement of Work (SOW) that do not materially alter the Contract, and/or add/change certain terms and conditions in the Contract, as required by the Board or Chief Executive Office (CEO), provided County Counsel's (Counsel) approval is obtained prior to execution of such amendments and approve, if necessary, any assignment and delegation of services performed

by Taussig in order to ensure the continuation of Special Tax Consulting Services necessary to meet the TTC's mandated operations.

4. Delegate authority to the TTC to execute amendments to increase the Contract Sum during a contract year by not more than: a) 10% based on specific increases in workload; b) \$10,000 for additional services, specifically, to provide support for continuing disclosure reports, additional administrative requirements, or other special projects; c) \$5,000 for each additional Board approved Community Facilities District (CFD); d) \$2,500 for each additional Board approved 1915 Act County Improvement District (CI); and/or e) \$7,500 for each additional Board approved 1911 Act CI, or decrease the Contract Sum by the corresponding amount provided in the Contract for removal of any CFD or CI during the Contract year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board, acting as the legislative body of the County, has created a number of CFDs in accordance with the Mello-Roos Communities Facilities Act of 1982 (Mello-Roos), two (2) CIs in accordance with the 1915 Act, and one (1) CI issued under the 1911 Act where assessments are billed to and collected from the property owners separately from the secured tax roll. The Board, on behalf of various districts, has authorized bonds to be issued and repaid from the levy and collection of annual special taxes and assessments placed on the properties located within the respective CFDs and CIs.

The TTC, on behalf of the CFDs and CIs, is responsible for administering these districts. The duties, which include identifying, calculating, and reporting the special tax levies and assessments have been performed under a Contract with Taussig since March 2006. The current Contract expires on November 15, 2011. The proposed Contract with Taussig will ensure continuation of the Special Tax Consulting Services for the TTC without interruption.

Implementation of Strategic Plan Goals

The approval of this Contract is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. The recommended Contract provides for ongoing contractual Special Tax Consulting Services, which supports mandated operations of the TTC.

FISCAL IMPACT/FINANCING

The maximum Contract expenditure for the first year is \$42,500. There is no impact to the General Fund as the cost of the proposed Contract will be financed through administrative charges on the CFDs and CIs. The special tax and assessment levies

have been developed to include administrative charges. Therefore, there is no net County cost for this Contract. Funding has been included in the Fiscal Year 2011-2012 Adopted Budget. Funds required for subsequent years will be included in each year's special tax or assessment levy request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The TTC has utilized a contractor to provide Special Tax Consulting Services since 1998. The Contract contains the County's required provisions, including the requirement for the Contractor to notify and assist its employees with the Federal Earned Income Tax Credit application process, the consideration of qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Program, Safely Surrendered Baby Law, Contractor notification to the County when Contract is within six (6) months from expiration of Term and/or when the Contractor has incurred seventy-five percent (75%) of the Contract Sum, and Contractor's compliance with the Defaulted Property Tax Reduction Program. The TTC does not anticipate requesting Taussig perform services that exceed the Contract Sum, Statement of Work, or Term of the Contract.

The recommended Contract with Taussig shall commence on November 1, 2011, or upon the date of Board's approval, whichever is later, with two (2) one-year and six (6) month-to-month extensions at the option of the TTC in accordance with the Term of the Contract, for a maximum term of five (5) years and six (6) months. The Contractor is in compliance with all Board, CEO, and Counsel's requirements.

The Contract expressly provides that the County has no obligation to pay for expenditures by Taussig that exceed the maximum Contract Sum. Additionally, the Contract contains performance standards, including liquidated damages for substandard and/or non-performance. The attached Contract with Taussig has been reviewed and approved as to form by Counsel.

CONTRACTING PROCESS

The TTC released the RFP for Special Tax Consulting Services on June 10, 2011. The RFP was released to nine (9) prospective proposers via U.S. Mail; the prospective proposers are listed in Attachment I. A notice of the RFP was posted on the TTC Website and the Los Angeles County Bid Website (Attachment II) of registered vendors under the commodity code for Consulting Services - Finance/Economics, which notified automatically 500 prospective vendors via email, thereby maximizing the TTC's outreach to potential proposers.

Two (2) firms responded with a Proposal by the due date of July 15, 2011. These firms were Taussig and Willdan Financial Services (Willdan). The two (2) Proposals were evaluated based on the Evaluation Methodology for Proposals (Informed Averaging)

and rated by an Evaluation Committee according to their responsiveness to criteria included in the RFP.

The Proposal submitted by Taussig was the highest ranked, lowest cost, and most responsive and responsible of the Proposals evaluated. Taussig met all of the minimum RFP requirements and its Proposal was complete and detailed. The Proposal clearly demonstrated that Taussig has a good understanding of the scope of work to be performed and the complexity of the TTC's service requirements. Taussig has verifiable experience providing Special Tax Consulting Services as required by the TTC.

Taussig took exception to certain standard provisions in the County's Contract, specifically Compliance to Applicable Law, Indemnification and Liquidated Damages. These provisions were revised after negotiations between Counsel and legal counsel for Taussig to include clarification of Taussig's duties to indemnify the County and the legal standards that would be the basis for any actions taken by the County.

Under the Liquidated Damages section the County will first be required to deduct amounts in controversy on a pro rata basis from Contractor's invoices and pay undisputed amounts. Otherwise, the County must make a demand within five (5) days, at which time the County may complete the work itself or retain a separate private contractor. Only after these two (2) attempts to cure deficiencies have proven unsuccessful may the County then deduct Liquidated Damages. During negotiations, the Crime Insurance Coverage limit was adjusted to a lower limit of \$350,000 per occurrence to correspond with the estimated reduced financial exposure due in part to the utilization of a lockbox service. This negotiated lower limit was reviewed and approved by the CEO's Risk Management Operations.

None of the changes negotiated are believed to have a material, negative impact on the County's ability to seek damages for non-performance or breach of contract, nor are they believed to put the County at a contractual disadvantage.

Minority, Women, Disadvantaged or Disabled Veteran Business Enterprise statistical information for Taussig and Willdan is included in Attachment III. Taussig is not a certified Small Business Enterprise/Community Based Enterprise.

The recommendation of Taussig is made without regard to race, creed or color. There are no provisions for Cost of Living Adjustments in the attached Contract. The Contract is not subject to Proposition A; therefore, is exempt from the Living Wage Program (County Code Chapter 2.201).

IMPACT ON CURRENT SERVICES

The current Contract will expire upon effective notice following Board's approval, but no later than November 15, 2011. The award of the recommended Contract will ensure

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uninterrupted Special Tax Consulting Services related to the administrative requirements on behalf of the CFDs and Cls.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to return two (2) signed originals of the Contract and one (1) adopted Board letter to the TTC.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:VMA:lc

Board Ltr - Final vma 9-23-11 mh

Attachments (3)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

October 4, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE ENERGY EFFICIENCY PROGRAM
CALIFORNIA PUBLIC UTILITIES COMMISSION
(3 VOTES) (ALL DISTRICTS)**

SUBJECT

Authorize the Director of the Internal Services Department (ISD) to enter into an agreement with Southern California Edison (SCE) and accept \$1 million in funding to develop a regional energy efficiency resources plan that will benefit the County and other local governments throughout the SCE service territory. The County's objectives under the proposed resource plan are to offer existing energy management resources within ISD's County Office of Sustainability to other local governments and to develop other useful, regional energy management resources. Funding is provided by the California Public Utilities Commission (CPUC) in support of its California Long-Term Energy Efficiency Strategic Plan.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of this action is categorically exempt pursuant to the provisions of the California Environmental Quality Act (CEQA).
2. Authorize the Director of ISD or his designee to negotiate and execute an Agreement with SCE to develop a regional, local government energy efficiency resources plan with funding provided by the CPUC and administered by SCE.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The CPUC has authorized SCE to develop and implement activities centered on energy efficiency and address strategies related to local government goals found in the CPUC's California Long-Term Energy Efficiency Strategic Plan. These activities are intended to lead to long-term, sustainable changes in local government programs as opposed to simply supporting staffing resources or short-term initiatives that would cease to exist when external funding has ended. ISD responded to a solicitation by SCE and was awarded \$1 million to develop programs under two Local Government California Long-Term Energy Efficiency Strategic Plan categories:

- "Local governments lead by example with their own facilities and energy usage practices" and
- "Local government energy efficiency expertise becomes widespread and typical"

Under its proposal, ISD will expand its existing Enterprise Energy Management Information System (EEMIS) to accommodate other local government utility accounts and facilities. ISD has utilized EEMIS to understand and manage utility billings, understand and improve building operations, and serve as a foundation for acquiring funding for and implementing over \$50 million in retrofits and retrocommissioning projects. The EEMIS software license allows ISD to expand the system to other public agencies. ISD will utilize \$800,000 of the \$1 million award to conduct the following activities:

- Expand the existing EEMIS hardware system to include additional customer information,
- Develop an administrative system to allow other local government staff to utilize EEMIS,
- Conduct outreach and provide training to other local governments for implementing and utilizing EEMIS,
- Implement a business plan under which other local governments will pay ISD for ongoing EEMIS operating costs, technical support and consulting services.

Other local governments have coordinated with ISD under this solicitation and have received approximately \$2.5 million under their own successfully-funded proposals to

SCE. These other local governments will use their funding to conduct the following activities:

- Procure and install necessary equipment in their facilities to communicate with EEMIS,
- Pay for ISD technical support in implementing EEMIS and conducting system start-up operations,
- Pay for initial years' EEMIS operating costs, technical support and consulting services.

ISD will utilize the remaining \$200,000 under the \$1 million award to work with other cities to develop a program of standardized, technical resources that can be utilized by all local governments in SCE service territory to increase the number of energy efficiency projects implemented in local government buildings. Local government energy managers in Southern California have networked for a number of years and concluded that, in some cases, leveraging technical and other resources is sensible and cost effective.

Toward this effort, ISD has coordinated with a group of other cities who are contributing a combined \$400,000 from their individual solicitation awards. Much of the work that ISD has conducted in implementing over \$50 million in energy efficiency projects will be central to developing this program. Likewise, other local governments have developed resources from which that ISD and others may benefit. As an example, these resources would include: facility audit support, standardized technical specifications, procurement and contracting support, project financial evaluation and analysis, joint procurement programs, and municipal financing programs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The work to be implemented under the County's award under the California Long-Term Energy Efficiency Strategic Plan solicitation supports Goal 1 – Operational Effectiveness: "Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services."

FISCAL IMPACT/FINANCING

ISD has been awarded \$1 million in funding under SCE's California Long-Term Energy Efficiency Strategic Plan solicitation. The Utilities' Fiscal Year (FY) 2011-12 Adopted Budget includes \$562,000 appropriation related to this funding, which will offset all current fiscal year ISD costs to implement the program, resulting in no impact on net County cost.

In addition, ISD will receive revenue from other local governments to pay for ongoing EEMIS annual operating and license fees, technical consultation, EEMIS administrative support and training, and IT support. These revenues are included in the Utilities' FY 2011-12 Adopted Budget to offset ISD costs.

The remaining \$438,000 appropriation will be included in the Utilities' FY 2012-13 budget request.

This program should lead to greater numbers of energy efficiency projects being implemented by local governments, including the County, which will lower utility costs. In addition, the program should provide opportunities for ISD to generate additional revenues for its energy management resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the Agreement and in conjunction with the CPUC's existing regulatory requirements, SCE will be responsible for overall program administration which includes disbursement of all funding and reporting program status to the CPUC. The Agreement also defines each partner's individual responsibilities and identifies specific implementation plans. Per the CPUC California Long-Term Energy Efficiency Strategic Plan program requirements, this project must be completed by December 2012. However, negotiations are now ongoing at the CPUC to extend the deadline for this program and all other energy efficiency programs by an additional year to the end of 2013.

The Agreement and Scope of Work has been approved as to form by County Counsel and are attached for your reference.

ENVIRONMENTAL DOCUMENTATION

The approval of this Agreement is exempt from CEQA pursuant to Section 15301 of the state CEQA guidelines because the services to be performed under the Agreement consist of minor alterations to public facilities and/or equipment involving no expansion of existing use.

CONTRACTING PROCESS

The Agreement and Scope of Work defines the roles and responsibilities for each of the parties. SCE will provide overall administration and reporting to the CPUC. ISD will provide all reporting required by SCE. ISD will conduct any required sub-contracting using its Energy Support Services Master Agreement (ESSMA). ISD will execute a Memorandum of Understanding (MOU) with other SCE grant recipients to clarify scope

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of work and to authorize the County to invoice others for work performed by ISD personnel and ESSMA contractors.

IMPACT ON CURRENT SERVICES

None.

If you have any questions, please contact me at (323) 267-2101 or at ttindall@isd.lacounty.gov.

Respectfully submitted,

Tom Tindall
Director

TT:BR:g
Attachment

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel



County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

October 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF
LOS ANGELES AND LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY CONCERNING TRANSIT FUNDING
(ALL DISTRICTS AFFECTED) (3 VOTES)**

SUBJECT

The County of Los Angeles (County) and the Los Angeles County Metropolitan Transportation Authority (MTA) desire to collaborate by executing a Memorandum of Understanding (MOU) to establish a resolution process for transit funding, consistent with recent State law changes, that will allow MTA to pursue an administrative process and receive the benefit of administrative penalties permitted to be enforced and collected by the MTA in order to offset its administrative costs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chief Executive Officer to sign the attached MOU between the County and MTA, effective the day after Board approval, establishing a resolution process for implementation of State law regarding transit funding administrative penalties and costs for the MTA.
2. Instruct the Auditor-Controller to take necessary steps to execute the County's obligations under the enclosed agreement.

"To Enrich Lives Through Effective And Caring Service"

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In 2007 the State Legislature amended California Penal Code section 640 and added section 99580 of California Public Utilities Code granting MTA and the City and County of San Francisco the option to enact an ordinance providing for an administrative remedy for the violation of certain acts listed in Penal Code Section 640, authorizing the imposition and enforcement of administrative penalties for said violation.

Section 99580 (c)(4) of the Public Utilities Code reflects the transit funding realities in San Francisco where the law enforcement, transportation authority, and agency imposing and enforcing the administrative penalty are departments within the City and County of San Francisco. This Code also provides that all administrative penalties permitted to be enforced and collected by the processing agency shall be deposited in the general fund of the City and County of San Francisco.

Section 99580(c)(5) of the Public Utilities Code pertains to penalties collected by MTA. The language of the Code presumes the circumstances in Los Angeles County are the same as those in San Francisco and requires the administrative penalties collected be deposited in the general fund of Los Angeles County. However, MTA is not a department within the County and provides law enforcement, all administrative processing of administrative penalties, and will impose and enforce said penalties, at its expense. Therefore, MTA should receive the benefit of the penalties in order to offset its administrative costs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports the County's Strategic Plan Goal of Operational Effectiveness: Ensure that service delivery systems are efficient, effective and goal-oriented.

FISCAL IMPACT/FINANCING

The proposed MOU has no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The approval of the proposed MOU will allow the MTA to pursue an administrative process and receive the benefit of all penalties permitted to be enforced and collected by the MTA in order to offset its administrative costs.

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According to the proposed MOU, once a month the MTA will deposit the prior month's penalty amounts collected by them via an Automated Clearing House Electronic Funds Transfer to an account designated by the County. The Auditor-Controller will credit the deposits received to the MTA Transit Court account and within the designated time frame will remit the exact amount back to the designated MTA account.

The cost for these automated transactions is insignificant and therefore, the County waives any claim to the money collected by the MTA.

The MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed MOU with the MTA will ensure compliance with Section 99580 of the Public Utilities Code.

CONCLUSION

Upon approval by your Board, please return one stamped adopted copy of the letter to the Chief Executive Office.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:EFS
GS:cg

Attachments

c: County Counsel
Executive Office, Board of Supervisors
Los Angeles County Metropolitan Transportation authority

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AND THE COUNTY OF LOS ANGELES**

This Memorandum of Understanding (“MOU”) is made and entered into as of _____, 2011 by and between the Los Angeles County Metropolitan Transportation Authority, a public agency existing under the authority of the laws of the State of California, (“LACMTA”) and the County of Los Angeles, a political subdivision of the State, (“County”) also individually referred to as “a Party” and collectively referred to as the “Parties.”

RECITALS

- A. Whereas effective January 1, 2007, California Penal Code section 640 was amended and section 99580 of California Public Utilities Code was added, granting LACMTA and the City and County of San Francisco the option to enact an ordinance providing for an administrative remedy for the violation of certain acts listed in Penal Code section 640, authorizing the imposition and enforcement of administrative penalties for said violation.
- B. LACMTA adopted such an ordinance on July 22, 2010, as Title 6, Chapter 6-05 of the LACMTA Administrative Code (“Ordinance”). The Ordinance is effective as of October 31, 2011;
- C. The Ordinance allows certain prohibited acts listed in Penal Code section 640 to be resolved through a civil administrative process and includes the following prohibited acts by adult passengers in a LACMTA system facility or on a LACMTA vehicle:
- (1) Smoking, eating, or drinking;
 - (2) Disturbing another person by loud or unreasonable noise;
 - (3) Expecterating;
 - (4) Skateboarding, roller skating, or bicycle riding; or
 - (5) Evasion of the payment of a fare of the system.
- D. Section 99580(c)(4) of the Public Utilities Code was drafted and reflects the transit funding realities in San Francisco where the law enforcement, transportation authority, and agency imposing and enforcing the administrative penalty are departments within the City and County of San Francisco. Accordingly, Section 99580(c)(4) provides that all administrative penalties permitted to be enforced and collected by the processing agency shall be deposited in the general fund of the City and County of San Francisco.

Public Utilities Code Section 99580(c)(5) pertains to penalties collected by LACMTA. The language of Section 99580(c)(5) presumes the circumstances in Los Angeles County are the same as those in San Francisco and requires the administrative penalties collected be deposited in the general fund of Los Angeles County. LACMTA is not a department within the County. LACMTA

provides law enforcement, all administrative processing of administrative penalties, and will impose and enforce said penalties, at its expense. Thus, LACMTA should receive the benefit of the penalties in order to offset its administrative costs.

AGREEMENT

1. LACMTA or its agent shall, on the 15th day of each month or the following County business day in the event the 15th day falls on a non-business day, deposit the prior month's penalty amounts collected by LACMTA or its agent, less any amounts returned to a cited person whose citation is dismissed in said month, in connection with the enforcement of Penal Code section 640 violations pursuant to LACMTA's Ordinance authorized under Public Utilities Code section 99580 et seq. LACMTA shall remit the funds via an Automated Clearing House Electronic Funds Transfer to an account designated by the County. The County shall credit the deposits received by LACMTA or its agent to a County account, the MTA Transit Court account, and designate the account as interest bearing.
2. The County shall, within 10 business days from the date LACMTA deposits the amount described in Paragraph 1, remit to LACMTA from the MTA Transit Court account the exact amount back to a bank account designated by the LACMTA. Any interest earnings from the LACMTA Transit Court account will be remitted annually to LACMTA.
3. The County waives any claim to any money collected by LACMTA or its agents as a result of LACMTA's or its agent's citation enforcement, processing, collection, or the administrative hearings under the Ordinance that are not related to Penal Code section 640 violations or penalty amounts not required by law to be paid to the County;
4. The County shall not be responsible for the payment of any costs for citation enforcement, processing, collection or administrative hearings described in the LACMTA Ordinance;
5. Miscellaneous Provisions:
 - a. Amendments. No amendment, modification, consent or waiver to any provision of this MOU shall be effective or binding upon the Parties unless the same shall be in writing and executed by a duly authorized representative of each respective Party. This MOU shall not be amended by oral agreement or by acts of the Parties unless and until confirmed in writing as set forth herein;
 - b. Successors & Assigns. The agreements in this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assigns provided however neither party shall assign this MOU or any interests, rights or obligations hereunder without the prior written consent of the other with consent not to be unreasonably withheld;

- c. Counterparts. The MOU may be executed in counterpart with the same effect as if the signatures thereto and hereto were on the same instrument;
- d. Further Actions. The Parties shall develop and execute any other documents, resolutions, legislation, policies or procedures as may be necessary to carry out the provisions and intent of this MOU;
- e. Expenses & Costs. Unless specifically provided for elsewhere in this MOU, each Party will bear all costs and expenses incurred by it in connection with this MOU and transactions contemplated herein, including legal fees, vendor processing fees, accounting fees, transaction or transfer fees, bank fees, and taxes which are or may be imposed upon that Party based upon its activities hereunder;
- f. Notices. All notices, requests and other communications pursuant to this MOU shall be in writing, either by letter (delivered by hand) or commercial messenger service or sent by certified mail, return receipt requested, postage prepaid, or by telecopy (fax), and addressed as follows:

If to MTA: Los Angeles County Metro
 One Gateway Plaza, MS 99-25-7
 Los Angeles, CA 90012
 Attention: Chief Financial Officer
 Tel: (213) 922-6000

If to County: Los Angeles County
 Hall of Administration
 500 W. Temple Street
 Los Angeles, CA 90012
 Attention: Connie Yee, Chief
 Auditor-Controller
 Tel: (213) 974-8321

The addresses and persons to whose attention notices may be directed is and may be subject to change by written notice to the Parties as provided in this MOU.

- g. Entire Agreement: This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior and contemporaneous agreements or understandings.
- h. Governing Law: This MOU shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- i. Term of the Agreement: This MOU shall remain in effect so long as the law requires the penalty amounts collected by MTA or its agents to be deposited in the general fund of the County.

IN WITNESS WHEREOF, the Parties hereto have cause this Memorandum of Understanding to be executed and delivered as of the date first written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____, 2011
Arthur T. Leahy
Chief Executive Officer

COUNTY OF LOS ANGELES

By: _____ Date: _____, 2011
William T Fujioka
Chief Executive Officer

APPROVED AS TO FORM

By: _____ Date: _____, 2011
Deputy County Counsel