



ORANGELINE HIGH SPEED MAGLEV

ORANGELINE DEVELOPMENT AUTHORITY REGULAR MEETING

Wednesday, February 13, 2008

16401 Paramount Boulevard
Paramount, CA 90723

Buffet Dinner – 6:00 p.m.
Regular Meeting – 6:30 p.m.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Maywood
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

Gateway Cities Council
of Governments
Southern California
Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved
City joining the Authority

A G E N D A

1. Call to Order
2. Pledge of Allegiance
3. Roll Call and Introduction of Attendees
4. Public Comments
5. Approval of Meeting Minutes of December 12, 2007
6. Resolution recognizing Thomas Martin and Sergio Calderon for their service to the Authority
7. Station Area Transit-Oriented Development Presentation by the Titan Group and Gonzalez | Goodale Architects
8. Approve input to the Southern California Association of Governments Public Hearing on the Draft 2008 Regional Transportation Plan Program Environmental Impact Report (Feb 18th cutoff date)
9. Status report and possible action on the March 26, 2008 Investment and Development Conference in Sacramento
10. Adopt a Resolution of the Orangeline Development Authority Board of Directors to ratify approval of the Professional Services Agreement with Maryann Maloney & Associates, Inc.
11. Adopt a Resolution of the Orangeline Development Authority Board of Directors to approve a Professional Services Agreement with Luci Okumu
12. Approval of Warrant Register
13. Mid-year budget review
14. Reminder to Authority Board to Complete and submit Annual Form 700s to the Fair Political Practices Commission
15. Communication Items to the Authority Board
16. Communication Items from the Authority Board
17. Adjournment – Next meeting March 12, 2008



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: Resolutions of the Orangeline Development Authority Board of Directors recognizing City of Maywood City Council Member and Authority Board Member Thomas Martin and City Council Member and Alternate Board Member Sergio Calderon for their service to the Authority

RECOMMENDATION

That the Board adopts the attached Resolutions:

- 1. A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS RECOGNIZING CITY OF MAYWOOD CITY COUNCIL MEMBER AND AUTHORITY BOARD MEMBER THOMAS MARTIN FOR HIS SERVICE TO THE AUTHORITY
2. A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS RECOGNIZING CITY OF MAYWOOD CITY COUNCIL MEMBER AND ALTERNATE AUTHORITY BOARD MEMBER SERGIO CALDERON FOR HIS SERVICE TO THE AUTHORITY

DISCUSSION

On December 4, 2007, the City of Maywood City Council appointed Councilmember Ana Rosa Rizo and Councilmember Veronica Guardado as the City's new delegate and alternate delegate, respectively, to the Orangeline Development Authority Board of Directors.

Former Maywood Mayor and current City Council Member Thomas Martin served as a Member of the Authority Board with distinction from January 9, 2006 to December 4, 2007. During this two-year period, City Council Member Martin served as an active Member of the Authority Board of Directors, attending the regular monthly Authority Board meetings and contributing to the Authority Board's deliberations and advocacy for the Orangeline High Speed Maglev.

City Council Member Martin made a significant contribution to help achieve the Authority's goals for advancing the Orangeline High Speed Maglev. As the delegate

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
Southern California Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved City joining the Authority

of the City of Maywood, City Council Member Martin helped to generate support for the Orangeline High Speed Maglev Corridor Development Project within the City of Maywood as well as throughout the region. Through his dedication and commitment, Council Member Martin has contributed to improving transportation and the quality of life for future generations. His support for the Orangeline will continue as the project progresses.

Maywood City Council Member Sergio Calderon, serving as the Alternate Authority Board Member, provided support to City Council Member Martin and helped to represent the interests of the residents of the City of Maywood and of the Orangeline Development Authority. His continuing efforts to support the Orangeline High Speed Maglev will be of significant and long-lasting benefit to Maywood's residents and to all the people of Southern California for many years to come.

ATTACHMENTS

1. A Resolution of the Orangeline Development Authority Board of Directors Recognizing City of Maywood City Council Member and Authority Board Member Thomas Martin for his Service to the Authority
2. A Resolution of the Orangeline Development Authority Board of Directors Recognizing City of Maywood City Council Member and Alternate Authority Board Member Sergio Calderon for his Service to the Authority



RESOLUTION NO. 08-01

**A RESOLUTION OF THE ORANGELINE DEVELOPMENT
AUTHORITY BOARD OF DIRECTORS RECOGNIZING CITY
OF MAYWOOD COUNCIL MEMBER AND AUTHORITY
BOARD MEMBER THOMAS MARTIN FOR HIS SERVICE TO
THE AUTHORITY**

WHEREAS, City of Maywood Council Member Thomas Martin served as an Member of the Orangeline Development Authority Board of Directors from January 9, 2006 to December 4, 2007; and

WHEREAS, during his two-year period of service on the Authority Board, City Council Member Martin served as an active Member, attending the regular monthly Authority Board meetings and contributing to the Authority Board's deliberations and advocacy for the Orangeline High Speed Maglev; and

WHEREAS, City Councilmember Martin made a significant contribution to help achieve the Authority's goals for advancing the Orangeline High Speed Maglev, and through his dedication and commitment, City Council Member Martin has contributed to improving transportation and the quality of life for future generations.

NOW, THEREFORE, BE IT RESOLVED that the Orangeline Development Authority Board of Directors does hereby express its appreciation to City of Maywood City Council Member Thomas Martin for his service as Authority Board Member and for his strong support of the Orangeline High Speed Maglev project.

The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 13th day of January, 2008.

Kirk Cartozian, Chair

ATTEST:

W. Michael McCormick, Secretary

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Orangeline Development Authority Board of Directors at a regular meeting held on the 13th day of January 2008, by the following vote, to wit:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

W. Michael McCormick, Secretary



RESOLUTION NO. 08- 02

**A RESOLUTION OF THE ORANGELINE DEVELOPMENT
AUTHORITY BOARD OF DIRECTORS RECOGNIZING CITY
OF MAYWOOD CITY COUNCIL MEMBER AND ALTERNATE
AUTHORITY BOARD MEMBER SERGIO CALDERON FOR
HIS SERVICE TO THE AUTHORITY**

WHEREAS, City of Maywood Council Member Sergio Calderon served as an Alternate Member of the Orangeline Development Authority Board of Directors from January 9, 2006 to December 4, 2007; and

WHEREAS, During his two-year period of service as an Alternate Member of the Authority Board, City Councilmember Calderon helped to represent the interests of the residents of the City of Maywood and of the Orangeline Development Authority; and

WHEREAS, City Councilmember Calderon's continuing efforts to support the Orangeline High Speed Maglev will be of significant and long-lasting benefit to Maywood's residents and to all the people of Southern California for many years to come.

NOW, THEREFORE, BE IT RESOLVED that the Orangeline Development Authority Board of Directors does hereby express its appreciation to City of Maywood Council Member Sergio Calderon for his service as Alternate Authority Board Member and for his strong support of the Orangeline High Speed Maglev project.

The Secretary shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 13th day of January, 2008.

Kirk Cartozian, Chair

ATTEST:

W. Michael McCormick, Secretary

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Orangeline Development Authority Board of Directors at a regular meeting held on the 13th day of January 2008, by the following vote, to wit:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

W. Michael McCormick, Secretary



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: Station Area Transit-Oriented Development Presentation by the Titan Group and Gonzalez/Goodale Architects

RECOMMENDATION

That the Board considers and discusses the presentation by the Titan Group and Gonzales/Goodale Architects and provides guidance to staff:

DISCUSSION

The Authority Board adopted the Phase 1 Preliminary Engineering Milestone 7 – Orangeline High Speed Maglev Station Area Development report on August 9 2006. The Milestone 7 report was prepared by the Authority’s development partner ARCADIS and Gruen Associates, a member of the ARCADIS Team and primary author of the report content.

The Milestone 7 report presents recommendations urging the Authority’s member cities to adopt a resolution supporting the station area transit-oriented development (TOD) principals presented in the report. A number of the Authority’s member cities have adopted such a resolution.

Titan Group and Gonzales/Goodale Architects are currently engaged in the El Monte Transit Village TOD project (www.elmontetransitvillge.com). This project offers lessons for the Authority and its member cities. Representatives from the two firms have agreed to share their knowledge with the Authority Board and will do so in a brief slide presentation describing their project and then answer any questions the Authority Board may have.

Barry Sedlik, Chief Administrative Officer of the Titan Group, and former Acting Secretary of the Business, Transportation and Housing Agency for the State of California will represent the Titan Group. Chung Chan, an Associate of the Gonzalez|Goodale team, will join Barry Sedlik in this presentation.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Maywood
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
Southern California Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved City joining the Authority



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: **Approve input to the Southern California Association of Governments Public Hearing on the Draft 2008 Regional Transportation Plan Program Environmental Impact Report (Feb 18th cutoff date)**

RECOMMENDATION

That the Board approve the attached letter from Authority Board Chairman Kirk Cartozian to the Southern California Association of Governments (SCAG) as its input to the Public Hearing on the Draft 2008 Regional Transportation Plan Program Environmental Impact Report.

DISCUSSION

SCAG is receiving public comments on the Draft 2008 Regional Transportation Plan Program Environmental Impact Report (PEIR).

Staff has prepared comments on the PEIR and recommends that they be submitted to SCAG prior to the deadline of February 18, 2008.

A letter from Chair Cartozian has been drafted to transmit the Authority's comments to SCAG.

ATTACHMENT

1. Letter dated February 13, 2008 from Kirk Cartozian to Alan Wapner and Gary Ovitt transmitting the Authority's input on the Draft 2008 Regional Transportation Plan Program Environmental Impact Report

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
- Southern California Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved City joining the Authority



ORANGELINE HIGH SPEED MAGLEV

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Maywood
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

Gateway Cities Council
of Governments
Southern California
Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved
City joining the Authority

February 13, 2008

The Honorable Alan Wapner, Chair
Transportation and Communications Committee
The Honorable Gary Ovitt, President
Southern California Association of Governments
818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017

Dear Chair Wapner and President Ovitt:

The Orangeline Development Authority appreciates the support you have given to the Authority to enable the Orangeline High Speed Maglev to be retained in the Draft 2008 Regional Transportation Plan.

We would like to take this opportunity to offer constructive comments on the 2008 Draft Regional Transportation Plan Program Environmental Impact Report. We commend SCAG staff for doing an outstanding job in preparing the voluminous document and for your leadership in steering the preparation of the RTP to a successful conclusion.

Our comments on the PEIR relate directly to the High Speed Regional Transport (HSRT) program. We believe our comments will help to ensure the success of the HSRT program.

We stand ready to support you anyway we can and look forward to working with you to achieve consensus for moving Southern California forward.

Respectfully,

Kirk Cartozian
Chair

ATTACHMENT

1. Orangeline Development Authority Comments on the Southern California Association of Governments Draft 2008 Regional Transportation Plan Program Environmental Impact Report, February 13, 2008

Orangeline Development Authority
Comments on the
Southern California Association of Governments
Draft 2008 Regional Transportation Plan
Program Environmental Impact Report
February 13, 2008

The Draft 2008 Regional Transportation Plan (RTP) describes a High-Speed Regional Transport (HSRT) system that “has the potential for relieving both airport and freeway congestion in urbanized areas by providing an alternative to the automobile, as well as making less congested airports more accessible to air travelers, and providing alternative capacity for freight movement in the region.”

Implementation of the HSRT system would achieve dramatic air quality benefits.

SCAG’s commitment to implementation of the HSRT could be strengthened by including a policy in the RTP that ensures implementing agencies account for the implementation of the HSRT system in the planning of their projects, particularly if there is a potential conflict between their proposed project and the HSRT system. Conflicts that can arise include competing uses of the proposed rights-of-way planned for the HSRT system. Such competing uses could include mixed-flow lanes or HOV lanes, or alternative transit projects. SCAG should require the sponsoring agency of a competing project to demonstrate the relative land use, transportation, environmental and economic benefits of the competing project compared to the comparable benefits of the HSRT system proposed for the corridor. The RTP should include a policy to ensure that implementing agencies comply with this requirement.

SCAG should include a requirement in the RTP that project-specific environmental impact reports for highway or transit projects within the influence area of the HSRT system that are intended to or will by their very nature accommodate future increases in automobile and truck traffic include an analysis of the HSRT system in the evaluation of alternatives. The environmental impact reports should include an assessment of the lost opportunity cost of an investment in highways, such as the lost opportunity to achieve significant transportation, air quality and other environmental benefits, as well as economic benefits, by using the public and private investment in the proposed project versus in the HSRT system. The assessment should also reveal the potential impact that the proposed highway project may have on the ridership and revenue potential of the HSRT system planned for the same corridor. The analysis should also include an assessment of the impact the proposed highway project would have on the ability of the HSRT system to make use of the competing rights-of-way if the alternative improvement is implemented.

SCAG should also include a specific policy statement in the RTP supporting the requirement that once a proposed HSRT project is approved for implementation, public agencies may not take an action that diminishes the competitive environment of the HSRT corridors such that privately-funded HSRT system capital investment is placed at risk.

The Authority believes that these policies will be necessary to help enable success of the HSRT system in achieving SCAG goals outlined in the Plan. Importantly, they are

seen as essential requirements for attracting private investment in the HSRT system. Without these policies, private investors will require the HSRT project sponsors to assume significant risk that they will likely be unable to assume.

The Orangeline Development Authority, a joint powers authority of 14 cities in Los Angeles and Orange Counties, is pursuing development of a significant part of the HSRT system envisioned in the Draft 2008 RTP. The Draft PEIR identifies the Authority's project as the "HSRT Orangeline". (Page 1-4).

The Authority was formed in March 2003 following completion of high-speed maglev feasibility studies undertaken by SCAG that confirmed the potential viability of several privately-funded high-speed maglev lines serving Southern California. This network of high-speed maglev lines is contained as an element of the 2004 Regional Transportation Plan.

The Orangeline High Speed Maglev Corridor Development Project entails a 108-mile transportation corridor from Irvine to Palmdale and includes implementation of high speed service for both passengers and freight using available, proven high speed maglev technology, combined with transit-oriented development centered on the proposed stations and feeder transit services.

As indicated in the Draft PEIR, the Orangeline was not included in the quantitative modeling for the 2008 RTP, and that the addition of the project does not make a sufficient difference such that it would change any of SCAG's conclusions presented in the Draft RTP PEIR. Never-the-less, a key objective and anticipated impact of the project is the reduction in auto dependence and vehicle miles traveled, which in turn will result in dramatic air quality, energy and other environmental benefits within the corridor. More importantly, these significant benefits result from private investment and not public tax expenditures. Thus, the Orangeline High Speed Maglev does make a significant difference in terms of the return on public investment in the Orangeline.

The Authority conducted a maglev freight feasibility study in 2005, the first in the region, to assess the potential for carrying cargo containers from the San Pedro Bay ports to inland inter-modal facilities in Palmdale and Victorville. Positive results of this study led the Authority to conclude that such a system is feasible and to include further development of a cargo freight component from the ports to an inland facility in Palmdale in the next project development phase.

It is anticipated that the Orangeline High Speed Maglev will have a significant impact on reducing truck traffic in the corridor and reducing diesel emissions, traffic congestion, delay and accidents.

The Authority understands that the significant air quality benefits of the Orangeline High Speed Maglev are not accounted for in the DRAFT RTP or in the Draft PEIR. As a result, the project will result in a higher level of air quality than is predicted in the Draft PEIR. This "surplus" benefit will help to counter the uncertainty of air quality improvements anticipated from various strategies contained in the Draft PEIR – strategies that the Plan relies on to meet state and federal air quality mandates.



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: **Status report and possible action on the March 26, 2008 Investment and Development Conference in Sacramento**

RECOMMENDATION

Staff will provide an oral report on the status of the March 26, 2008 Investment and Development Conference in Sacramento. It is recommended that the Authority Board give guidance to staff and take appropriate action to enable the conference to proceed as planned.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council
of Governments
- Southern California
Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved
City joining the Authority



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: Adopt a Resolution of the Orangeline Authority Board of Directors to ratify approval of the Professional Services Agreement with Maryann Maloney & Associates, Inc.

RECOMMENDATION

That the Authority Board adopts the attached Resolution:

A Resolution of the Orangeline Authority Board of Directors to ratify approval of the Professional Services Agreement with Maryann Maloney & Associates, Inc.

DISCUSSION

At its meeting of December 12, 2007, the Authority Board authorized staff to proceed with organizing the Investor and Developer Conference in Sacramento scheduled for March 26, 2008. Approval was given to secure outside assistance to plan and organize the conference.

Staff has secured the professional services of Maryann Maloney & Associates, Inc., an established female-owned firm with the required expertise and experience to undertake the work scope. Prior to engaging the services of this firm, staff did a reference check and interviewed the firm's principal, Mary Maloney, to ensure the firm could deliver the required services.

Due to time constraints, it was necessary to enter into an agreement with the firm so that work could be initiated and proceed at a timely pace prior to the date of the conference. The firm began work on January 2nd and will conclude the work scope following the conference.

ATTACHMENT

- 1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MARYANN MALONEY & ASSOCIATES, INC.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Maywood
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
Southern California Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved City joining the Authority

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGELINE DEVELOPMENT AUTHORITY TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH MARYANN MALONEY & ASSOCIATES, INC.

WHEREAS, the Authority Board of Directors has given careful consideration to the report regarding the Agreement between the Orangeline Development Authority and Maryann Maloney & Associates, Inc.;

WHEREAS, the Authority Board wishes to ratify the new agreement entered into with Maryann Maloney & Associates, Inc.;

THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The Orangeline Development Authority hereby ratifies the Professional Services Agreement, attached hereto as Exhibit "A", with Maryann Maloney & Associates, Inc., commencing on January 2, 2008.

Section 2. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 13th day of February 2008.

AYES: Board Members:
NOES: Board Members:
ABSTAIN: Board Members:

Kirk Cartozian, Chair

ATTEST:

W. Michael McCormick, Secretary

PROFESSIONAL SERVICES AGREEMENT
(Orangeline Development Authority/Maryann Maloney & Associates, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Orangeline Development Authority (“Authority”), a joint powers entity established pursuant to the California Joint Exercise of Powers Act, and Maryann Maloney & Associates, Inc., a California corporation (“Consultant”).

2. RECITALS

- 2.1 Authority has determined that it requires the following professional services from a consultant: provide support to the Orangeline Development Authority for the production and coordination of an Orangeline Development Authority Investor and Developer Conference scheduled for March 26,, 2008.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Authority and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit “A” (“Scope of Services”) attached hereto and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit “B” (“Approved Fee Schedule”) attached hereto and incorporated herein by this reference.
- 3.3 “Commencement Date”: January 2, 2008
- 3.4 “Expiration Date”: December 31, 2008

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. Authority shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Fifteen Thousand Dollars (\$15,000.00) unless specifically approved in advance and in writing by Authority. In addition to the aforementioned fee, the Authority shall also pay actual costs as set forth in Exhibit B.
- 5.2 Consultant shall obtain a business license from one (1) city represented by the Authority prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to Authority. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000, *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Authority has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall be permitted to hire and use subcontractors, upon reasonable notice provided by Consultant and the approval of Authority. Maryann Maloney shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Authority's prior written consent.
- 5.6 Consultant shall perform the scope of services, and shall use its best efforts to work the hours per month on behalf of Authority that are required to achieve the

work the hours per month on behalf of Authority that are required to achieve the objectives set forth in the Scope of Work in Exhibit A.

6. COMPENSATION

- 6.1 Authority agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall contain an activity report describing and itemizing the services rendered during the billing period and the amount due and expenses incurred related to such services. Within ten business days of receipt of each invoice, Authority shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Authority shall approve the payment of all undisputed amounts included on the invoice. Authority shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to Authority, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise to act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Authority.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Authority. Authority shall grant such consent if disclosure is legally required. Upon request, all Authority data shall be returned to Authority upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that Authority, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Authority with the fullest protection possible under the law. Consultant acknowledges that Authority would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Authority as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.
- 10.3 Authority shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due Authority from Consultant as a result of Consultant's failure to pay Authority promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.

- 10.6 Authority does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant is required to carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance, if required, shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California

11.1.4 Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer

admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Authority may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with Authority's Secretary a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Authority and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with Authority's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming Authority and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Authority. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to Authority. Any insurance or self-insurance maintained by Authority and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Authority.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of Authority, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.12 During the term of this Agreement, Authority shall carry, maintain, and keep in full force and effect Comprehensive General Liability Insurance for Contractor as an insured with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

12. MUTUAL COOPERATION

- 12.1 Authority shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against Authority relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Authority may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Authority shall have the right to access and examine such records, without charge, during normal business hours. Authority shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Authority's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

To Authority:

W. Michael McCormick, Secretary
Orangeline Development Authority
16401 Paramount Blvd.
Paramount, CA 90723
F: (562) 924-0152

To Consultant:

Maryann Maloney, President
Maryann Maloney & Associates, Inc.
800 W. First Street, Suite 1505,
Los Angeles, California 90012
T: (949) 375-0856
F: _____

With a courtesy copy to:

Yvette M. Abich
General Counsel
Colantuono & Levin, P.C.
555 West Fifth Street, 31st Floor
Los Angeles, CA 90013-1018
F: (213)533-4191

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. Authority shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Authority. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Authority data, documents, objects, materials or other tangible things shall be returned to Authority upon the termination or expiration of this Agreement.
- 17.2. If Authority terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Authority's prior written consent, and any attempt to do so shall be void and of no effect. Authority shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by Authority or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Authority or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Authority and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Authority and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CONSULTANT”

Maryann Maloney, President

Professional Services Agreement
Orangeline Development Authority/Maryann Maloney & Associates, Inc.

Maryann Maloney & Associates, Inc.

“AUTHORITY”



Kirk Cartozian, Chairman
Orangeline Development Authority

ATTEST:

W. Michael McCormick, Secretary

Approved as to form:

Yvette M. Abich, General Counsel

EXHIBIT A SCOPE OF SERVICES

- Provide executive producer support to the Orangeline Development Authority for the production and coordination of an Orangeline Development Authority Investor and Developer Conference scheduled for March 26, 2008. Activities will include, but are not limited to, creation and production of conference outreach letters & other collateral, agenda materials/deliverables, outreach to legislators, sponsors, attendees, conference speakers, media coordination, press releases, media outreach, information pieces to obtain key legislator speakers/participants, and event coverage by transportation and capitol media.
- Provide additional outreach support as may be required and as mutually agreed upon.

EXHIBIT B
APPROVED FEE SCHEDULE

1. Flat Monthly Rate. Authority shall pay Consultant for the scope of services a flat rate of \$5,000 per month. Consultant shall be responsible for the payment of all applicable taxes.

2. Reasonable Travel Expenses. Authority recognizes that certain travel expenses outside the Southern California Association of Governments ("SCAG") region related to the business of the Authority may be incurred by Consultant. Authority agrees to reimburse Consultant for reasonable travel expenses outside the SCAG region which are authorized in advance by the Authority, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the Authority.

3. Reimbursable Costs. Authority recognizes that certain additional costs will be incurred by the Consultant related to the business of the Authority and the scope of services. Authority shall reimburse Consultant for the following actual costs as shown by receipts, reports, invoices:

a. Standard business expenses that include: phones, mailings, any printing, FedEx, and Constant Contact, not to exceed an amount authorized in advance by the Authority, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the Authority.

.



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: Adopt a Resolution of the Orangeline Authority Board of Directors to approve the Professional Services Agreement with Luci Okumu.

RECOMMENDATION

That the Authority Board adopts the attached Resolution:

A Resolution of the Orangeline Authority Board of Directors to Approve the Professional Services Agreement with Luci Okumu.

DISCUSSION

The Authority's outreach activities are increasing in scope and intensity as more cities express an interest in the Orangeline High Speed Maglev Corridor Development Project.

Individual meetings have been held with more than half of the members of the Los Angeles City Council. The Authority has secured the support of one member of the Los Angeles City Council who is considering introducing a motion in support of the Orangeline High Speed Maglev. As a result of the progress made to date, outside assistance is necessary to increase outreach activities with the Los Angeles City Council offices. The increased work load cannot be performed by Authority staff alone. Staff has identified Luci Okumu as a person well qualified and immediately available to assist the Authority in this crucial endeavor. Staff did a reference check and interviewed Miss Okumu to ensure that she can deliver the required services.

ATTACHMENT

- 1. A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH LUCI OKUMU

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
City of Bell
City of Bellflower
City of Cerritos
City of Cudahy
City of Downey
City of Huntington Park
City of Los Alamitos
City of Maywood
City of Palmdale
City of Paramount
City of Santa Ana*
City of Santa Clarita
City of South Gate
City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
Southern California Association of Governments
City of Garden Grove
City of Huntington Beach
City of Long Beach
City of Stanton

*City Council has approved City joining the Authority

RESOLUTION NO. _____

**A RESOLUTION OF THE ORANGELINE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS TO RATIFY THE PROFESSIONAL SERVICES
AGREEMENT WITH LUCI OKUMU.**

WHEREAS, the Authority Board of Directors has given careful consideration to the report regarding the Agreement between the Orangeline Development Authority and Luci Okumu;

WHEREAS, the Authority Board wishes to approve the new agreement with Luci Okumu;

**THE ORANGELINE DEVELOPMENT AUTHORITY BOARD OF DIRECTORS DOES
HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:**

Section 1. The Orangeline Development Authority hereby approves the Professional Services Agreement, attached hereto as Exhibit "A", with Luci Okumu, commencing on February 13, 2008.

Section 2. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 13th day of February 2008.

AYES: Board Members:
NOES: Board Members:
ABSTAIN: Board Members:

Kirk Cartozian, Chair

ATTEST:

W. Michael McCormick, Secretary

PROFESSIONAL SERVICES AGREEMENT
(Orangeline Development Authority/Luci Okumu)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Orangeline Development Authority (“Authority”), a joint powers entity established pursuant to the California Joint Exercise of Powers Act, and Luci Okumu, an Individual (“Consultant”).

2. RECITALS

- 2.1 Authority has determined that it requires the following professional services from a consultant: to perform outreach activities aimed at informing the public about the Authority’s program and activities and to build support for the Authority’s program as described in this Agreement.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Authority and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit “A” (“Scope of Services”) attached hereto and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Exhibit “B” (“Approved Fee Schedule”) attached hereto and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 13, 2008
- 3.4 “Expiration Date”: December 31, 2008

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. Authority shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Fifteen Thousand Dollars (\$15,000.00) unless specifically approved in advance and in writing by Authority. In addition to the aforementioned amount, the Authority shall pay for actual costs as set forth in Exhibit B.
- 5.2 Consultant shall obtain a business license from one (1) city represented by the Authority prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to Authority. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000, *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Authority has not consented in writing to Consultant’s performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant shall be permitted to hire and use subcontractors, upon reasonable notice provided by Consultant and the approval of Authority. Luci Okumu shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without Authority’s prior written

be made in Consultant's project administrator without Authority's prior written consent.

- 5.6 Consultant shall perform the scope of services, and shall use its best efforts to work the hours per month on behalf of Authority that are required to achieve the objectives set forth in the Scope of Work in Exhibit A.

6. COMPENSATION

- 6.1 Authority agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to Authority an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall contain an activity report describing and itemizing the services rendered during the billing period and the amount due and expenses incurred related to such services. Within ten business days of receipt of each invoice, Authority shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, Authority shall approve the payment of all undisputed amounts included on the invoice. Authority shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Authority without restriction or limitation upon its use or dissemination by Authority. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to Authority, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Authority or otherwise to act on behalf of Authority as an agent. Neither Authority nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Authority.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by

Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Authority. Authority shall grant such consent if disclosure is legally required. Upon request, all Authority data shall be returned to Authority upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that Authority, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Authority with the fullest protection possible under the law. Consultant acknowledges that Authority would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Authority as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend Authority, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.
- 10.3 Authority shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due Authority from Consultant as a result of Consultant's failure to pay Authority promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend Authority,

its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Authority's choice.

- 10.6 Authority does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant is required to carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance, if required, shall be of the types and in the amounts as set forth below:

11.1.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

11.1.3 Worker's Compensation insurance as required by the laws of the State of California

11.1.4 Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Authority may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with Authority's Secretary a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Authority and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with Authority's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming Authority and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Authority. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to Authority. Any insurance or self-insurance maintained by Authority and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Authority.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of Authority, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify,

hold harmless and defend under Section 10 of this Agreement.

11.12 During the term of this Agreement, Authority shall carry, maintain, and keep in full force and effect Comprehensive General Liability Insurance for Contractor as an insured with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

12. MUTUAL COOPERATION

12.1 Authority shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against Authority relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Authority may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Authority shall have the right to access and examine such records, without charge, during normal business hours. Authority shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Authority's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

To Authority:

W. Michael McCormick, Secretary
Orangeline Development Authority
16401 Paramount Blvd.
Paramount, CA 90723
F: (562) 924-0152

To Consultant:

Luci Okumu
6140 Monterey Road, #328
Los Angeles, CA 90042
T: (916) 207-9082

With a courtesy copy to:

Yvette M. Abich
General Counsel
Colantuono & Levin, P.C.
555 West Fifth Street, 31st Floor
Los Angeles, CA 90013-1018
F: (213)533-4191

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. Authority shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty (30) days' written notice to Authority. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Authority data, documents, objects, materials or other tangible things shall be returned to Authority upon the termination or expiration of this Agreement.
- 17.2 If Authority terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Authority's prior written consent, and any attempt to do so shall be void and of no effect. Authority shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by Authority or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by Authority or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Authority's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Authority and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Authority and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CONSULTANT”

Luci Okumu

“AUTHORITY”

ATTEST:

W. Michael McCormick, Secretary

Approved as to form:

Yvette M. Abich, General Counsel

Kirk Cartozian, Chairman
Orangeline Development Authority

EXHIBIT A SCOPE OF SERVICES

Provide support to the Authority for government and public affairs outreach with the City of Los Angeles to achieve strategic relationships and to promote the goals and objectives of the Authority. Assist the Authority in securing support of the Los Angeles City Council and Mayor's office, and in securing the City of Los Angeles' participation as a member of the Authority.

- Activities will include, but are not limited to, arranging meetings with members of the Los Angeles City Council, preparing motions and supporting documentation, working with City Council staff and other staff of the City to address their concerns and developing solutions that address the needs of the Authority and the City of Los Angeles, creation and production of letters & other collateral, meeting agenda materials/deliverables, and outreach to other legislators and members of the public that may assist in achieving the Authority's goals and objectives.
- Provide additional outreach support as may be required and as mutually agreed upon.

EXHIBIT B
APPROVED FEE SCHEDULE

1. Flat Monthly Rate. Authority shall pay Consultant for the scope of services a flat rate of \$3,000 per month. Consultant shall be responsible for the payment of all applicable taxes.

2. Reasonable Travel Expenses. Authority recognizes that certain travel expenses outside the Southern California Association of Governments ("SCAG") region related to the business of the Authority may be incurred by Consultant. Authority agrees to reimburse Consultant for reasonable travel expenses outside the SCAG region which are authorized in advance by the Authority, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the Authority.

3. Reimbursable Costs. Authority recognizes that certain additional costs will be incurred by the Consultant related to the business of the Authority and the scope of services. Authority shall reimburse Consultant for the following actual costs as shown by receipts, reports, invoices:

a. Standard business expenses that include: phones, mailings, any printing, FedEx, and Constant Contact, not to exceed an amount authorized in advance by the Authority, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the Authority.

.



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: **Approval of Warrant Register**

RECOMMENDATION

That the Authority Board approves the attached Warrant Register, as prepared and recommended for approval by the Treasurer, for the periods December 12, 2007 through January 9, 2008 and January 10, 2008 through February 13, 2008.

ATTACHMENT:

1. Warrant Registers for December 12, 2007 through January 9, 2008 and January 10, 2008 through February 13, 2008

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council of Governments
- Southern California Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved City joining the Authority

**Orangeline Development Authority
Warrant Register
General Fund
From 12/12/07 to 01/09/08**

<u>Check Number</u>	<u>Payee</u>	<u>Check Amount</u>	<u>Transaction Description</u>
1256	Colantuona & Levin, PC	\$ 2,295.00	inv. #16364 dated 12/06/07: Professional Service 11/01/07-11/30/07 ⁽¹⁾
1257	Bill Dewitt	\$ 100.00	OLDA Meeting Stipend 12/11/07
1258	Diane Martinez	\$ 100.00	OLDA Meeting Stipend 12/11/07
1259	Frank Gurule	\$ 100.00	OLDA Meeting Stipend 12/11/07
1260	Kirk Cartozian	\$ 100.00	OLDA Meeting Stipend 12/11/07
1261	Laura Lee	\$ 100.00	OLDA Meeting Stipend 12/11/07
1262	Mike McCormick	\$ 100.00	OLDA Meeting Stipend 12/11/07
1263	Scott A. Larsen	\$ 100.00	OLDA Meeting Stipend 12/11/07
1264	Steven D. Hofbauer	\$ 100.00	OLDA Meeting Stipend 12/11/07
1265	Thomas Martin	\$ 100.00	OLDA Meeting Stipend 12/11/07
1266	Tony Lima	\$ 100.00	OLDA Meeting Stipend 12/11/07
1267	Troy Edgar	\$ 100.00	OLDA Meeting Stipend 12/11/07
1268	Void Check		
1269	Albert Perdon & Associates, Inc.	\$ 13,750.00	Inv. #OLDA 08-01 dated 1/1/2008. Charges 12/1/07 - 12/31/07
1269	Albert Perdon & Associates, Inc.	\$ 284.65	Inv. #OLDA 08-01exp dated 1/1/2008. Expense Charges 12/1/07 - 12/31/07
1270	Erharts Food Service	\$ 500.12	Invoice dated 10/8/07: Catering Services 10/10/07
1271	Transit Media Consultants	\$ 1,500.00	Invoice dated 11/1/07: Monthly Service 10/1/2007- 10/31/2007
1271	Transit Media Consultants	\$ 1,500.00	Invoice dated 12/1/07: Monthly Service 11/1/2007- 11/30/2007
1271	Transit Media Consultants	\$ 1,500.00	Invoice dated 1/1/08: Monthly Service 12/1/2007- 12/31/2007
	Total	\$ 22,429.77	

⁽¹⁾ Invoice did not meet 11/15/07-12/12/07 Warrant Register deadline. Check was issued on 12/14/07.

Orangeline Development Authority
Warrant Register
General Fund
January 10, 2008 through February 13, 2008

To be provided.



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: **Status report and possible action on the March 26, 2008 Investment and Development Conference in Sacramento**

RECOMMENDATION

Staff will provide an oral report on the mid-year budget status. It is recommended that the Authority Board consider the report and provide direction to staff or take other appropriate action.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council
of Governments
- Southern California
Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved
City joining the Authority



ORANGELINE HIGH SPEED MAGLEV

A G E N D A R E P O R T

TO: Members of the Orangeline Development Authority

FROM: Albert Perdon, Executive Director

DATE: January 13, 2008

SUBJECT: **Reminder to the Authority Board to Complete and submit Annual Form 700 to the Fair Political Practices Commission**

RECOMMENDATION

Staff reminds the Authority Board to coordinate with your City staff to prepare the annual Form 700. The deadline for submittal of the Annual report is approaching.

For newly appointed Authority Board Members and Alternate Members who have not yet done so, please submit your Assuming Office Form 700 as soon as possible.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council
of Governments
- Southern California
Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved
City joining the Authority



ORANGELINE HIGH SPEED MAGLEV

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Albert Perdon, Executive Director
DATE: January 13, 2008
SUBJECT: **Communication Items to the Authority Board**

RECOMMENDATION

Staff will provide an oral report on the meetings and other activities pertaining to the Authority's interests since the prior Authority Board meeting. The Authority may desire to give direction to staff following the report and discussion.

The Orangeline Development Authority is a joint powers agency formed to pursue deployment of the Orangeline High Speed Maglev system in Southern California. The Authority is composed of the following public agencies:

- City of Artesia
- City of Bell
- City of Bellflower
- City of Cerritos
- City of Cudahy
- City of Downey
- City of Huntington Park
- City of Los Alamitos
- City of Maywood
- City of Palmdale
- City of Paramount
- City of Santa Ana*
- City of Santa Clarita
- City of South Gate
- City of Vernon

Chair

Kirk Cartozian
Councilmember,
City of Downey

Vice Chair

Troy Edgar
Councilmember,
City of Los Alamitos

Secretary/Treasurer

W. Michael McCormick
Councilmember,
City of Vernon

Auditor

Scott A. Larsen
Councilmember,
City of Bellflower

City of South Gate

General Counsel

Michael Colantuono
Colantuono & Levin, PC

Executive Director

Albert Perdon, P.E.

Supporting Agencies

- Gateway Cities Council
of Governments
- Southern California
Association of Governments
- City of Garden Grove
- City of Huntington Beach
- City of Long Beach
- City of Stanton

*City Council has approved
City joining the Authority