



OLDA

Item 4

AGENDA REPORT

TO: Members of the Orangeline Development Authority
FROM: Michael Kodama, Executive Director *MK*
DATE: March 9, 2011
SUBJECT: **CONSENT CALENDAR**

OLDA is a joint powers agency formed to pursue development of a high speed environmentally friendly transit 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 Glendale
City of Huntington Park
City of Maywood
City of Paramount
City of Santa Clarita
City of South Gate
City of Vernon
Burbank-Glendale-Pasadena Airport Authority

Chairman

Bruce Barrows
Councilmember
City of Cerritos

Vice Chairman

Frank Quintero
Councilmember
City of Glendale

Secretary

Maria Davila
Vice Mayor
City of South Gate

Treasurer

Mike McCormick
Mayor Pro Tem
City of Vernon

Auditor

Scott A. Lesen
Mayor Pro Tem
City of Bellflower

Executive Director

Michael R. Kodama

General Counsel

Sandra J. Levin

Ex-Officio

James McCarthy
Caltrans, District 7

The items listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or the General Public so requests, in which event the item will be removed from the Consent Calendar and considered separately:

- a. Approval of Meeting Minutes of February 9, 2011 Meeting
- b. Approval of Warrant Register and Treasurer's Report for February 10, 2011 through March 9, 2011
- c. Approval of List of Cities for Third Amended Joint Exercise of Powers Agreement (JEPA)

RECOMMENDATION

It is recommended that the Board:

1. Approve the items in the consent calendar; and
2. Receive and file this report

Attachments

DRAFT
MINUTES OF A REGULAR MEETING OF
THE ORANGELINE DEVELOPMENT AUTHORITY
WEDNESDAY, FEBRUARY 9, 2011

CALL TO ORDER

City of Cerritos Councilmember and Board Chair Bruce Barrows called the meeting to order at 6:36 p.m.

PLEDGE OF ALLEGIANCE

City of Artesia Mayor Tony Lima led the assembly in the salute to the flag.

ROLL CALL AND INTRODUCTION OF ATTENDEES

Authority Board Members:

Bruce Barrows – Authority Chair, Councilmember, City of Cerritos
Frank Quintero – Authority Vice Chair, Councilmember, City of Glendale and
President, Burbank-Glendale-Pasadena Airport Authority
Tony Lima – Mayor, City of Artesia
Scott Larsen – Councilmember, City of Bellflower
Frank Gurulé – Councilmember, City of Cudahy
Luis Marquez – Mayor, City of Downey (arrived 7:20 p.m.)
Daryl Hofmeyer – Vice Mayor, City of Paramount
Marsha McLean – Mayor, City of Santa Clarita
Maria Davila – Vice Mayor, City of South Gate
Mike McCormick – Mayor Pro Tem, City of Vernon

Others:

Michael Kodama – Executive Director, OLDA
Rory Burnett – Finance Director, City of Vernon and OLDA
Ronald Bates – City Manager, City of South Gate
Dan Feger – Executive Director, Bob Hope Airport
Ian Pari – Sr. Traffic Engineer, City of Santa Clarita
Alvie Betancourt – Senior Planner, City of South Gate
Sandra J. Levin – OLDA General Counsel, Colantuono & Levin
Norman Emerson – Emerson & Associates
Jon Grace – Project Manager, Metro
Maria Cristina Quintero – Marketing Director, Michael Kodama Planning Consultants
Trisha Murakawa – Intergovernmental Affairs Officer, OLDA
Karen Heit – Transportation Deputy/Deputy Exec. Director, OLDA
Denise Van Stratten – North County Coordinator, OLDA
Alan Huynh – Asst. Transportation Planner, OLDA
Alan Patushnick – Director, Countrywide Planning, Metro
Mark Zannoni – Manager of Planning Projects, Lea & Elliott
Brooke Geer Person – Executive Director, Glendale TMA
Mark E. Hardyment – Director, Noise & Environmental Programs, Burbank-Glendale-Pasadena Airport Authority

ITEM 4 – CONSENT CALENDAR

Approval of Mid-Year Budget Revisions

The Chair read title to the aforementioned item.

MOTION: City of Bellflower Councilmember Scott Larsen moved to approve the Consent Calendar. City of Artesia Mayor Tony Lima seconded the motion, which carried unanimously.

City of Glendale Councilmember and Member of the Burbank-Glendale-Pasadena Airport Authority Frank Quintero welcomed Representatives from the Authority to the meeting and provided a brief history of the Airport including types of aircraft and formation of a JPA from the appropriate agencies. Some of the challenges faced were concerns about noise from nearby residents. Most issues have been "smoothed" over and development is moving in the right direction with development of a Regional Intermodal Transportation Center. Mr. Quintero introduced Dan Feger, Executive Director of the Bob Hope Airport Authority.

Mr. Feger reported joining OLDA was a function of the Airport Authority's commitment to start doing something about how the project impacts traffic and ways to reduce those impacts at the Airport. He added the Authority has embarked on a comprehensive program to turn the Airport into a Transportation Center for the San Fernando Valley. It is planned that Bob Hope Airport will be the airport that with the new Regional Intermodal Transportation Center (RITC) Project, will have moving sidewalks connected to a ground access center, combining access to many modes of transportation. The facility increases access to train and bus service. The facility is being mostly paid for by Airport Authority funds with some transportation funds. The Authority is committed to improving transit connectivity and is interested in working with OLDA to promote further connectivity for access to the airport and north county.

The Authority is laying the ground work for the future and Mr. Feger reported the Airport Authority project will cost approximately \$120 million. Plans are to break ground in July and open the facility in December 2012. He reported the Airport currently serves approximately 4.5 million passengers, down from a high of 6 million. He stated there is capacity and the possibility of enhancing already-existing convenience.

Mr. Quintero reviewed a list of airlines operating at Bob Hope Airport including large private jets for media and the entertainment industry. It was noted the Airport hosted 250 private jets from Texas during the BCS football game.

Ensuing discussion followed the status of a prop warehouse on the property. It was noted that the project is exactly what was desired by SCAG and that access to the airport for the general public is consistent with all past SCAG studies.

Brief discussion followed regarding proximity to stations, shuttle services, other modes of transportation and subsequently, areas. Discussion continued regarding ways to speed up the development of a stop from the Antelope Valley Metrolink station to the Bob Hope Airport.

Mr. Feger led discussions regarding the OLDA Agenda Item whereby once an agreement is entered into between the Authority and OLDA, the Authority will begin a Ground Access study intending to, as a very high priority, find a relocation of the existing Metrolink station to be proximate to the Airport. The challenge will be to find the funds to make it happen. The Authority will push hard to make it happen with the participation of OLDA and Metro.

ITEM 5 – PUBLIC COMMENTS

City of Cerritos Councilmember and Board Chair Bruce Barrows opened public comments for those in the audience who wished to address the Authority on other than agenda items. There was no response and the public comments portion of the meeting was closed.

ITEM 6 - APPROVAL OF MEETING MINUTES OF JANUARY 19, 2011 MEETING

A correction to the minutes was noted.

MOTION: City of Santa Clarita Mayor Marsha McLean moved to approve the meeting minutes of January 19, 2011, as corrected. City of Bellflower Councilmember Scott Larsen seconded the motion, which carried unanimously.

ITEM 7 – APPROVAL OF WARRANT REGISTER AND TREASURER'S REPORT FOR JANUARY 20, 2011 THROUGH FEBRUARY 9, 2011

The Chair read title to the aforementioned item and called for a report from staff.

City of Vernon Mayor Pro Tem and OLDA Treasurer Mike McCormick reviewed the Warrant Register and Treasurer's report for January 20, 2011 through February 9, 2011.

MOTION: City of Vernon Mayor Pro Tem and OLDA Treasurer Mike McCormick moved to approve the Warrant Register and Treasurer's report for January 20, 2011 through February 9, 2011. City of Bellflower Councilmember Scott Larsen seconded the motion, which carried unanimously.

Executive Director Michael Kodama requested the following items be heard at this juncture.

ITEM 10 – RECEIVE AND FILE: E-76 OBLIGATING FUNDS FOR THE BOB HOPE AIRPORT GROUND ACCESS STUDY

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported receiving official notification of the first E-76 obligation to allow the Airport Ground Access Study to move forward. He noted there is a second authorization coming through which will be reported to the Board at a future meeting.

MOTION: City of Artesia Mayor Tony Lima moved to receive and file the report. City of Vernon Mayor Pro Tem Mike McCormick seconded the motion, which carried unanimously.

ITEM 11 – DISCUSSION AND POSSIBLE ACTION: OLDA MEMORANDUM OF UNDERSTANDING (MOU) WITH THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY AND THE BOB HOPE AIRPORT GROUND ACCESS STUDY

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama thanked Dan Feger, Mark Hardyment, Terence Boga, John Hatanaka and Victor Gill for their help and reported staff has been working with the airport to come up with an MOU to allow OLDA to help out in terms of managing the ground access study and working

closely with the airport. Staff has asked City Manager Representative Ron Bates and Counsel Sandy Levin to help review it.

Mr. Feger thanked Mr. Kodama, Jon Grace and Norm Emerson, as the Authority was able to salvage a 23-year old STURRA grant that was converted to ISTEA to study intermodal access. The Authority and OLDA has been able to find and obligate the grant and is asking OLDA to become the manager of the planning process/program manager including putting out an RFP to study ground access alternatives, bus way from Pasadena to Glendale to Burbank, how OLDA can tie into the airport and Metrolink. He reported Mr. Kodama and the OLDA staff have been working to help develop a scope of work for the project. The MOU will allow the Authority to engage OLDA to be reimbursed for project management services from the \$4.8 million grant.

Mr. Kodama noted the need to act rapidly.

Mr. Bates stated that in the Union Station south to Santa Ana/Anaheim part of the corridor, consideration must be given to the impact on the entire system. He added that how SCAG perceives ridership, will directly benefit the southern portion, felt the MOU ties the whole package together very nicely and suggested giving Mr. Kodama the authority to sign. He mentioned his willingness to work to finalize any last details. He noted the sooner this is accomplished, the better.

Ensuing discussion pertained to making sure OLDA has the insurance to cover requirements of the grant and MOU.

Mr. Kodama reported Mr. Feger and his staff have been working to fast track the item with the Airport Authority so that goes forward to their legal committee and to the Board for approval.

Sandra Levin reported OLDA is in the process of buying insurance now and that it will be ensured that the contract is covered.

The Chair commented positively on the actions of staff to keep the process moving.

MOTION: City of Artesia Mayor Tony Lima moved to direct the Executive Director to execute the MOU to authorize with input from City Managers and the Board. City of Bellflower Councilmember Scott Larsen seconded the motion, which carried unanimously.

Mr. Feger stated he looks forward to working with OLDA in the next five years.

The Chair noted this the best chance of the system succeeding along the corridor and is important to the cities represented. He commented on the progress that has been made and reported if elected in the upcoming elections, this will be his last four years. He added this is a milestone action for both agencies and stated he looks forward to proceeding.

ITEM 12 – DISCUSSION AND POSSIBLE ACTION: PROPOSED THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT (JEPA)

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported staff is bringing this item back to include a provision regarding alternative members and to take another look at some of the items in the document. He

noted the Board can either take action now or at the next meeting of the Board. He asked Legal Counsel Sandra Levin for a report.

Ms. Levin reported changes are in regard to membership, dues and voting, directors and alternate directors, quorum and notice of meetings. She referenced Exhibit A which lists all the cities (members and non-members; agencies that may join in the future) as well as the Airport Authority. The document anticipates that each of the Counties would have the opportunity to participate with up to three members each; by appointing a director; the number of directors would account for how they would pay their dues and the number of votes. The document also has been updated to allow participation by the Mayor and City Councilmembers from the City of Los Angeles. Due to the structure of the City of Los Angeles, it is recommended that a participating councilmember can select their alternate (who is either a staff member or lives in the council district).

The Chair noted that initially, dues were based on the miles of track and population of each Member City. He inquired how the document would address tracks in unincorporated areas.

Ms. Levin reported dues would be established by resolution of the Board.

Discussion continued regarding not charging twice for city and county.

Mr. Kodama reported staff can generate a report later that can include a different formula. He noted that there are unique circumstances such as the Airport Authority which resulted in a slightly different formula based on airline passengers and miles of track.

Discussion followed regarding other options to develop a formula and give credit to the cities and how to reduce member dues from those jurisdictions to prevent double counting.

Ms. Levin addressed appointment of directors, who would be elected officials. For other agencies, Ms. Levin proposed appointment of an employee (i.e. Dan Feger representing the Bob Hope Airport) or a resident of the district.

Mr. Kodama noted there have been preliminary discussions and the City of Los Angeles has also asked for this.

Ms. Levin addressed reduction of quorum requirements, including current requirements and proposed requirements in order to improve ease of doing business. She noted there is an option to have proposed requirements allow less than a majority. She noted that this could bring about legal complications with the Brown Act. She presented options available for consideration by the Board.

Discussion followed regarding members, agencies and directors. It was noted that as the Board expands, there is a concern of more people making it harder to get them to meetings. Discussion continued regarding 1/3 of members versus 1/3 of directors.

City of Downey Mayor Luis Marquez arrived at this juncture (7:20 p.m.).

Ms. Levin gave examples of items where a majority would be required. She added, however, that ordinary business could be conducted on a "lower" quorum.

Discussion followed regarding the importance of control, members versus directors and the possibility of reducing the quorum requirement from 50% to 40%. It was noted the City of Los Angeles could accept five votes.

Ms. Levin stated the City of Los Angeles could have potentially six votes (Mayor and five Council Districts on the alignment) but for purposes of doing business, the City of Los Angeles could represent one member. She added the issue would be whether there are enough members represented at a meeting rather than directors.

Mr. Kodama reported leaving the issue as is would be an option as well.

Discussion followed regarding what would constitute a quorum. It was noted that being open to criticism for having a small number of members or directors as a quorum would not be good.

City of Santa Clarita Mayor Marsha McLean felt strongly to leave the issue as is and noted that starting to let cities/counties in with plurality of votes would bog the system down.

Discussion followed regarding quorum versus vote and the desirability of keeping the quorum at 50% plus one member, not directors.

ITEM 8 – PRESENTATION: KAREN HEIT, OLDA DEPUTY EXECUTIVE DIRECTOR, OLDA BOARD BRIEFING ON JAPANESE HIGH SPEED RAIL SYSTEMS

The Chair read title to the aforementioned item and called for a report from staff.

OLDA Deputy Executive Director Karen Heit reported on a meeting she recently attended presented by the Japanese International Transport Institute in an effort to educate the group on how things are done in Japan. She reviewed a portion of the presentation provided noting it was interesting that JR Railway is broken up into several companies.

Ms. Heit stated that they approach land development differently than we do and she highlighted various findings including when use of railroads increased, use of airlines decrease. She reported that tourism jumped dramatically because of access and that access also ties communities together.

Ms. Heit suggested that as OLDA gets further along it should consider some of their marketing, as land use and rail tie together. She added they are developing quieter steel-on-steel trains.

Discussion followed regarding it being part of our vision.

Mr. Emerson commented on their fare box; making revenue off mixed use parallel to infrastructure to make ancillary revenue.

MOTION: City of Artesia Mayor Tony Lima moved to receive and file the report. City of Bellflower Scott Larsen seconded the motion, which carried unanimously.

ITEM 9 – RECEIVE AND FILE: E-76 OBLIGATING REMAINING FUNDS FOR THE OLDA/CERRITOS LAND USE/TRANSPORTATION GRANT

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported OLDA has received funding and thanked Jon Grace for his efforts. The item will return next month relative to local match. He again thanked Jon Grace of Metro and James McCarthy of Caltrans.

Discussion followed regarding length of time in obtaining funding.

MOTION: City of Artesia Mayor Tony Lima moved to receive and file the report. City of Bellflower Councilmember Scott Larsen seconded the motion, which carried unanimously.

ITEM 13 – DISCUSSION AND POSSIBLE ACTION: SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) PACIFIC ELECTRIC RIGHT-OF-WAY/WEST SANTA ANA BRANCH ALTERNATIVES ANALYSIS

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama presented a response letter for the Southern California Association of Governments (SCAG) with regard to the Pacific Electric Right-of-Way/West Santa Ana Branch Alternative Analysis as a result of the January 2011 board meeting presentation.

MOTION: City of Bellflower Councilmember Scott Larsen moved to receive and file the report. City of Cudahy Councilmember Frank Gurulé seconded the motion, which carried unanimously.

ITEM 14 – APPROVAL OF AN EXTENSION OF PROFESSIONAL SERVICES AGREEMENT FOR NORMAN EMERSON AS CONSULTANT TO PROVIDE STRATEGIC COUNSEL TO OLDA

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama presented details of an extension of professional services agreement for Norman Emerson for another year.

MOTION: City of Downey Mayor Luis Marquez moved to approve the extension of professional services of Norman Emerson for twelve months, direct staff to prepare a contract extension through December 2011 for \$18,000 plus out-of-area expenses and receive and file the report. City of Artesia Mayor Tony Lima seconded the motion, which carried unanimously.

ITEM 15 – DISCUSSION AND POSSIBLE ACTION: INSURANCE COVERAGE FOR OLDA

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported OLDA staff is continuing to research insurance coverage and premium costs for the agency. He added he is working with Ron Bates to finalize the requirements for OLDA grants.

MOTION: City of Cudahy Councilmember Frank Gurulé moved to receive and file the report. City of Vernon Mayor Pro Tem Mike McCormick seconded the motion, which carried unanimously.

The Chair announced Item 17 would be heard at this juncture.

ITEM 17 – UPDATE REGARDING LEGAL COUNSEL REQUEST FOR PROPOSAL

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported staff has started to prepare a draft RFP with Ron Bates and help from Cerritos City Manager Art Galucci. Mr. Bates added input is being collected from the steering committee as well.

MOTION: City of Artesia Mayor Tony Lima moved to receive and file the report. City of Cudahy Councilmember Frank Gurulé seconded the motion, which carried unanimously.

ITEM 16 – DISCUSSION AND POSSIBLE ACTION: LOS ANGELES COUNTY STRATEGIC ECONOMIC DEVELOPMENT PLAN

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Emerson reported a majority of cities have adopted the Los Angeles County Strategic Economic Development Plan and felt it important to partner with the County. He suggested Member Cities adopt a resolution to move forward and added this is a good opportunity for a strategic alliance.

Discussion followed regarding setting aside areas to see what happens.

Mr. Emerson noted a handful of cities have yet to adopt the plan and suggested sending out an email to see if Members are in concert and forward to staff.

Mr. Bates reported 95% of cities have already adopted the plan. He suggested sending letters to City Managers to report their progress and assign Mr. Emerson to collect the information.

Discussion followed regarding implementation being consistent with OLDA's program and sending information to elected officials and staff to speed up the process.

Mr. Emerson will work with Mr. Kodama on the matter.

MOTION: City of Cudahy Councilmember Frank Gurulé moved to direct staff as discussed above and receive and file the report. City of Artesia Mayor Tony Lima seconded the motion, which carried unanimously.

ITEM 18 – DISCUSSION AND POSSIBLE ACTION: MEETING DATE FOR REGULAR OLDA BOARD MEETINGS

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama reported a request has been made to change the meeting date for the Orangeline Development Authority (OLDA) Regular Board meetings to the third Wednesday of every month, noting that the Board has been meeting on the second Wednesday of each month for several years.

Discussion followed regarding possible conflicts with MTA meetings and with the scheduled of other Board Members.

MOTION: City of Santa Clarita Mayor Marsha McLean moved to continue OLDA Board meetings on the second Wednesday of every month. City of Bellflower Councilmember seconded the motion, which carried unanimously.

ITEM 19 – DISCUSSION AND POSSIBLE ACTION: LOCATION OF UPCOMING OLDA REGULAR BOARD MEETINGS

The Chair read title to the aforementioned item and called for a report from staff.

Mr. Kodama suggested locations for future meetings as rotating every three months to the City of Glendale, then Vernon and Paramount.

Suggestions were made to add the City of South Gate and the City of Santa Clarita. It was noted that by having three months at each City would keep things consistent.

MOTION: City of Bellflower Scott Larsen moved to accept staff recommendations as presented and discussed above and receive and file the report.

ITEM 20 – COMMUNICATION ITEMS TO THE BOARD

Mr. Kodama thanked Alvie Betancourt for his help with the EJ grant. He added that a new round of Caltrans funding could be finalized before moving forward.

In response to an inquiry from the Board, Mr. Kodama reported OLDA is working the Burbank city staff as part of the Bob Hope Airport ground access study which may help in encouraging the City of Burbank to join the Authority.

City of Glendale Councilmember Frank Quintero reported elections are coming up and there may be some member changes after the month of March.

ITEM 21 – COMMUNICATION ITEMS FROM THE BOARD

An inquiry was made regarding an update on the name change committee and there was nothing to report. It was noted the committee has not met since last October.

Mr. Kodama reported that additional funding is needed for the scholarship and that Ms. Murakawa has been diverted to work on other projects but will get back to the item soon.

ITEM 22 – ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 8:23 p.m.

Secretary

Attest:

Chair

Approved:

**Orangeline Development Authority
Treasurer's Report
General Fund
Period: February 10, 2011 thru March 9, 2011**

Cash, beginning balance	\$ 61,961.56
Cash receipts	8,112.00
Cash expenditures	(27,881.54)
Other income (expenditures) and corrections	<u>(48.85)</u>
Cash, ending balance	<u><u>\$ 42,143.17</u></u>

W. Michael McCormick
Treasurer

**Orangeline Development Authority
Cash Receipts**

Period: February 10, 2011 thru March 9, 2011

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
Deposit		3/7/2011	City of Downey	Deposit	10.1000 · Cash - Bank of America #0198	8,112.00
			City of Downey	2010-2011 Membership Dues	10.4000 · Membership Dues	-8,112.00
TOTAL						<u>-8,112.00</u>

**Orangeline Development Authority
Warrant Register
Period: February 10, 2011 thru March 9, 2011**

Type	Date	Num	Name	Memo	Split	Paid Amount
10.1000 · Cash - Bank of America #0198						
Bill Pmt -Check	3/9/2011	1902	Alan Huynh	Services - February 2011	20000 · Accounts Payable	-1,567.50
Bill Pmt -Check	3/9/2011	1903	Barry Samsten	Services - February 2011	20000 · Accounts Payable	-600.00
Bill Pmt -Check	3/9/2011	1904	Bob Huddy	Services - February 2011	20000 · Accounts Payable	-1,486.70
Bill Pmt -Check	3/9/2011	1905	Colantuono & Levin, PC	Legal Services - January 2011	20000 · Accounts Payable	-337.50
Bill Pmt -Check	3/9/2011	1906	Denise Van Stratten Consulting	Consulting Work: February 2011	20000 · Accounts Payable	-1,503.76
Bill Pmt -Check	3/9/2011	1907	Maria Shafer	Preparation of 01/19/11 Meeting Minutes	20000 · Accounts Payable	-126.00
Bill Pmt -Check	3/9/2011	1908	Michael R. Kodama	Professional Services - February 2011	20000 · Accounts Payable	-4,696.02
Bill Pmt -Check	3/9/2011	1909	Norman Emerson	Consulting Services - February 2011	20000 · Accounts Payable	-5,000.00
Bill Pmt -Check	3/9/2011	1910	Spoonfactory	Web Hosting and Updates - January and February 2011	20000 · Accounts Payable	-322.00
Check	3/9/2011	1911	Tony Lima	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1912	Scott Larsen	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1913	Bruce Barrows	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1914	Frank Gurule	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1915	Luis Marquez	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1916	Frank Quintero	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1917	Daryl Hofmeyer	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1918	Marsha McLean	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1919	Maria Davila	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Check	3/9/2011	1920	William McCormick	Board Stipends - 02/09/11	10.5030 · Board Stipends	-100.00
Bill Pmt -Check	3/9/2011	1921	Podegracz Insurance Agency	Insurance Premiums - Directors, Officers and General Liability	20000 · Accounts Payable	-11,153.50
Check	3/9/2011	1922	Roirdan Burnett	Reimbursement of Office Supplies	10.5400 · Printing and Supplies	-88.56
Total 10.1000 · Cash - Bank of America #0198						<u>-27,881.54</u>
TOTAL						<u>-27,881.54</u>

Orangeline Development Authority
Other Income (Expenditures) and Corrections
Period: February 10, 2011 thru March 9, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Description</u>	<u>Amount</u>
Adjustment	01/18/2011		Bank of America	Service Charge	<u>-48.85</u>
TOTAL					<u><u>-48.85</u></u>

ORANGELINE DEVELOPMENT AUTHORITY

THIRD AMENDED

Trisha 2/7/11 3:59 PM

Deleted: SECOND

JOINT EXERCISE OF POWERS AGREEMENT

SJL 3/7/11 3:42 PM

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ORANGELINE DEVELOPMENT AUTHORITY
THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT

THIS THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the __ day of _____, 2011.

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(1) . City of Los Angeles . . . (16) . City of Buena Park .
(2) . City of Vernon . . . (17) . City of La Palma .
(3) . City of Huntington Park . . (18) . City of San Fernando .
(4) . City of Maywood . . . (19) . City of Burbank
(5) . City of Bell . . . (20) . City of Glendale .
(6) . City of Cudahy . . . (21) . City of Tustin .
(7) . City of South Gate . . . (22) . City of Irvine .
(8) . City of Downey . . . (23) . County of Los Angeles .
(9) . City of Paramount . . . (24) . City of Palmdale .
(10) . City of Bellflower . . . (25) . City of Los Alamitos .
(11) . City of Cerritos . . . (26) . City of Lancaster .
(12) . City of Artesia . . . (27) . City of Santa Clarita .
(13) . City of Cypress . . . (28) . City of Garden Grove .
(14) . City of Stanton . . . (29) . City of Anaheim .
(15) . City of Huntington Beach . . (30) . City of Santa Ana

WITNESSETH

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

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Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1st to and including the following June 30th or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” means a high-speed ground transportation service that is provided by an environmentally friendly, grade separated, state-of-the-art high speed transit system in Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members to enter into one or more public-private partnerships to finance, acquire, design, construct, reconstruct, improve, and operate the facilities and improvements to the Orangeline as may be approved by action of the Authority.

ARTICLE III
POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

(a) study the feasibility of and plan for and implement the design, acquisition, financing, construction and operation of the Orangeline; and

(b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and

(c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and

- (d) make and enter into any other contracts; and
- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

Section 3.2 Specific Powers.

- (a) Financial.

(1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

(b) Condemnation. The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.

(c) Parkland Maintenance. The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.

(d) Manner of Exercise. For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell, a general law city.

(e) Compliance with CEQA and NEPA. The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members

agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited
by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any unreimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire

membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

ARTICLE IV
ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

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(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

Section 4.2 Board

(a) Composition

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(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors and Alternate Directors shall be current members of the governing body of their appointing Member with the exception of the Directors and Alternate Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

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(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

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(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

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(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

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(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

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(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-

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Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable

requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

ARTICLE V

MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

By: _____
(date)

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EXHIBIT A

Burbank-Glendale-Pasadena
Airport Authority
City of Anaheim
City of Artesia
City of Bell
City of Bell Gardens
City of Bellflower
City of Buena Park
City of Burbank
City of Cerritos
City of Commerce
City of Compton
City of Cudahy
City of Cypress
City of Downey
City of Fullerton
City of Garden Grove
City of Glendale
City of Hawaiian Gardens
City of Huntington Beach
City of Huntington Park
City of Irvine
City of La Habra
City of La Mirada

City of La Palma
City of Lakewood
City of Lancaster
City of Long Beach
City of Los Alamitos
City of Los Angeles
City of Lynwood
City of Maywood
City of Norwalk
City of Orange
City of Palmdale
City of Paramount
City of San Fernando
City of Santa Ana
City of Santa Clarita
City of Santa Fe Springs
City of Seal Beach
City of South Gate
City of Stanton
City of Tustin
City of Vernon
City of Westminster
County of Los Angeles
County of Orange

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