



### AGENDA REPORT

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

TO: Members of the Orangeline Development Authority

FROM: Sandra J. Levin, General Counsel

DATE: March 9, 2011

SUBJECT: **EXTENSION OF PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL R. KODAMA**

In June 2009, the Board approved a Professional Services Agreement with Michael R. Kodama to serve as Executive Director of the Orangeline Development Authority. The initial Agreement was for approximately 6 months, and was subsequently extended (by Modification #1) to December 31, 2010 and increased to cover work done under the SAFETEA-LU federal funding (by Modification #2).

The attached Modification No. 3 would propose to extend the existing Agreement to December 31, 2011 and modify the scope of services and fees to reflect the additional projects for which grant funding has been obtained since the last Modification.

### RECOMMENDATION

It is recommended that the Board:

1. Approve Modification No. 3 to the Professional Services Agreement with Michael R. Kodama; and
2. Receive and file this report.

### Attachments

Proposed Modification No. 3 to Professional Services Agreement

#### 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. Lasen  
Mayor Pro Tem  
City of Bellflower

#### Executive Director

Michael R. Kodama

#### General Counsel

Sandra J. Levin

#### Ex-Oficio

James McCarthy  
Caltrans, District 7

**MODIFICATION NO. 3 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS MODIFICATION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (this "Modification") is made and entered into as of the 9<sup>th</sup> day of March, 2011, by and between the Orangeline Development Authority ("Authority"), a joint powers entity established pursuant to the California Joint Powers Act, and Michael R. Kodama, an Individual ("Consultant") with respect to the following facts:

**W I T N E S S E T H:**

WHEREAS, on or about June 15, 2009, the Authority and Consultant entered into a Professional Services Agreement (herein the "Agreement") to retain Consultant to serve as Executive Director of the Authority and to perform services in furtherance of the Authority's business activities;

WHEREAS, the Authority and Consultant approved and executed Modification No. 1 to the Agreement, extending the expiration date to December 31, 2010;

WHEREAS the Authority and Consultant approved and executed Modification No. 2 to the Agreement, extending the Agreement to cover the management and oversight of the SAFETEA-LU federal funding;

WHEREAS, the Authority and Consultant wish to extend the agreement for an additional term and to modify the scope of services and fee structure; and

WHEREAS, the Authority and Consultant agree to modify the Agreement as set forth in this Modification.

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

Section 1. Section 3.4 ("Expiration Date") of the Agreement is modified in its entirety to read as follows:

**"3.4 "Expiration Date: December 31, 2011."**

Section 2. Exhibit A (Scope of Services) and Exhibit B (Approved Fee Schedule) shall be replaced in their entirety with Exhibits A and B attached hereto.

Section 3. Except as specifically amended by this Modification, the terms and provisions of the Agreement entered into on or about June 15, 2009 between the Authority and Consultant as amended by Modifications 1 and 2, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Modification as of the day and year first above written, in the City of Glendale, California.

ORANGELINE DEVELOPMENT AUTHORITY, a  
Joint Powers Entity (“Authority”)

By: \_\_\_\_\_  
Bruce Barrows, Chairman

MICHAEL R. KODAMA  
 (“Consultant”)

By: \_\_\_\_\_  
Michael R. Kodama

Attest:

\_\_\_\_\_  
Authority Secretary

Approved as to form:

\_\_\_\_\_  
Sandra J. Levin  
Authority Counsel

**EXHIBIT A  
SCOPE OF WORK**

- Coordinate and attend all Authority Board meetings;
- Prepare and assemble all staff reports and their respective attachments subject to the review and approval of the Authority Secretary or his designees, post the agenda and agenda reports on the Authority website, and post agendas at designated posting places.
- Attend to the day-to-day administrative matters of the Authority and manage and operate the affairs of the Authority;
- Communicate and interact with members of the Authority Board and staff as appropriate;

- Secure funding for an environmentally friendly, grade-separated, high speed transit system in Southern California;
- Oversee and manage contracts with Authority contractors, including the Authority's development partners and environmental consultants.
- Oversee and manage the implementation of plans and provision of services for which the Authority has obtained grant funding (including but not limited to SAFETEA-LU federal funding, the Bob Hope Airport Ground Access Study and the Caltrans Environmental Justice Planning Grant).

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

1. Grant Funded Projects and Services. Authority shall pay Consultant on a time and materials basis, up to a maximum of \$5,000 per month, for all services provided that are reimbursable through approved grant funding (including but not limited to SAFETEA-LU federal funding, the Bob Hope Airport Ground Access Study and the Caltrans Environmental Justice Planning Grant). Consultant's hourly rate for such services shall be \$125 per hour.
2. Invoices. Each invoice shall itemize the services rendered during the billing period. Within ten (10) business days of receipt of each invoice, Authority shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, Authority shall pay all undisputed amounts included on the invoice.
3. Flat Monthly Rate for Other Services. Authority shall pay Consultant for all other services within the scope of services at a flat rate of \$ 5,000.00 per month.
4. Taxes. Consultant shall be responsible for the payment of all applicable taxes. Authority shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
5. Reasonable Travel Expenses. Authority recognizes that certain travel expenses outside the Southern California Association of Government ("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 that are supported by receipts, statements or personal affidavits and audited therein like manner as other demands.
6. 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 and/or invoices.
  - a. Office Printing and Supplies: Not to exceed the amount budgeted by the Authority for such costs;
  - b. Local Travel: Only actual mileage at the rate set by the IRS. A monthly mileage report must be submitted to the Authority prior to reimbursement for local travel. Mileage to and from OLDA offices shall not be included. Consultant shall be reimbursed for actual mileage in an amount not to exceed \$ 300.00 per month.