



OLDA

Item 9

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: Michael R. Kodama, Executive Director

DATE: March 9, 2011

SUBJECT: **DISCUSSION AND/OR ACTION REGARDING BOB HOPE AIRPORT GROUND ACCESS STUDY AND MEMORANDUM OF UNDERSTANDING (MOU)**

Orangeline Development Authority (OLDA) staff will provide an update regarding the status of the Memorandum of Understanding (MOU). The MOU is an agenda item to approve at the Airport Authority's March 7, 2011 board meeting. The item on their agenda for the Commission's approval is to authorize their Executive Director to execute the attached MOU with OLDA to provide for OLDA's assistance in conducting a Ground Access Study that would explore the feasibility of various alternatives to reduce the use of private vehicles on local streets.

RECOMMENDATION

It is recommended that the Board:

1. Discuss information presented by staff;
2. Direct staff on any possible action to be taken; and
3. Receive and file this report

Attachment

Memorandum of Understanding (MOU)

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. Larsen
Mayor Pro Tem
City of Bellflower

Executive Director

Michael R. Kodama

General Counsel

Sandra J. Levin

Ex-Officio

James McCarthy
Caltrans, District 7

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ORANGELINE DEVELOPMENT AUTHORITY AND THE
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY**

This Memorandum of Understanding ("MOU") is made and entered into as of this 8 day of March, 2011 by and between the Orangeline Development Authority ("OLDA") and the Burbank-Glendale-Pasadena Airport Authority ("BGPAA").

RECITALS

A. OLDA is a public agency created to plan, develop and construct a high speed, grade-separated, environmentally-friendly transit corridor from Orange County to Santa Clarita ("Orangeline Corridor").

B. BGPAA is a public agency created to own and operate the Bob Hope Airport ("Airport").

C. In 1987, Congress enacted the Surface Transportation and Uniform Relocation Assistance Act, which included a \$3M appropriation ("STURAA Grant") for the Burbank-Glendale-Pasadena Airport "to carry out a highway project which demonstrates methods of coordinating construction of ground access to an airport and construction of terminal and parking facilities at such airport."

D. In 1995, Congress modified the STURAA Grant by: (i) increasing the size of the appropriation to \$5M; (ii) eliminating the references to highway, terminal and parking facilities; and (iii) making the purpose of the appropriation preparation of a feasibility study and preliminary engineering, design and construction of a link between the Airport and the commuter rail system being developed by the Los Angeles County Metropolitan Transportation Authority ("Metro").

E. Some deobligation of the STURAA Grant has occurred and the current remaining value of the appropriation is \$4,723,378.

F. BGPAA and Metro have executed an agreement ("STURAA Pass Through Agreement") to provide for Metro's receipt and administration of the STURAA Grant on BGPAA's behalf.

G. The STURAA Pass Through Agreement contemplates that OLDA will assist BGPAA in the selection and procurement of consultants to prepare a feasibility study that analyzes potential connections between the Bob Hope Airport Regional Intermodal Transit Center, the Orangeline Corridor, transit stations in Glendale and Burbank, and applicable regional and local transit systems ("Ground Access Study").

NOW, THEREFORE, the parties agree as follows:

Section 1. Term

This MOU shall commence upon execution and shall remain in effect until June 30, 2012 unless extended or earlier terminated. Either party may terminate this MOU for convenience upon thirty (30) days notice to the other party. BGPAA may terminate this MOU for cause upon ten (10) days written notice to OLDA and failure by OLDA to cure the default.

Section 2. OLDA's Services

OLDA shall serve as Project Manager for the Ground Access Study and shall perform the services specified in the attached Exhibit A. All services rendered by OLDA shall be provided in accordance with applicable laws. OLDA shall ensure that all communication materials receive prior approval of BGPAA.

Section 3. Compensation

BGPAA agrees to pay OLDA for its services under this MOU, and OLDA agrees to accept as full satisfaction for such services, an administrative fee in the amount of OLDA's actual expenses performing such services. In no event shall the compensation payable to OLDA under this MOU exceed eight percent (8%) of the STURAA Grant proceeds received by BGPAA.

Section 4. Invoices

- A. OLDA shall submit an invoice to BGPAA by the 15th of each month for the prior month's services. If no activity has occurred in any particular month, OLDA shall submit a Monthly Progress Invoice Report indicating that no dollars were expended for that month.
- B. Upon receipt and approval of an invoice from OLDA, BGPAA shall submit a request for reimbursement to Metro.
- C. BGPAA shall pay OLDA no later than forty-five (45) days after receipt of funds from Metro. BGPAA shall have no obligation to pay OLDA if funds are not received from Metro for any reason.
- D. BGPAA's obligations under this section shall survive the expiration or termination of this MOU, but only as to services performed by OLDA prior to the expiration or termination of this MOU.

Section 5. Records Retention and Audits

OLDA shall maintain all source documents, books and records connected with its performance under this MOU for a period of at least three (3) years. The federal government, Metro, BGPAA and their respective designees shall have the right to conduct audits of OLDA's records and performance under this MOU as necessary or appropriate.

Section 6. Notices

Any notice required or permitted under this MOU shall be in writing and shall be deemed served if sent by registered mail, return-receipt requested, to the following addresses, unless otherwise notified in writing of a change in address:

To BGPAA: Dan Feger, Executive Director
Burbank-Glendale-Pasadena Airport Authority
2627 Hollywood Way
Burbank, CA 91505

To OLDA: Michael Kodama, Executive Director
Orangeline Development Authority
16401 Paramount Blvd.
Paramount, CA 90723

Section 7. Attorney's Fees

In the event that there is any legal proceeding between the parties to enforce or interpret this MOU, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

Section 8. Indemnification

OLDA shall indemnify, hold harmless and defend BGPAA and its officers, employees and agents from any claim, demand, damage, liability, loss, cost or expense for any damage whatsoever including death or injury to any person and injury to any property (collectively, "Claims") resulting from willful misconduct, negligent acts, errors or omissions of OLDA, including Claims involving BGPAA's active or passive negligence except for such loss or damage arising from the sole negligence or willful misconduct of BGPAA or its officers, employees and agents. OLDA's covenant under this section shall survive the expiration or termination of this MOU.

Section 9. Assignment

Neither party shall assign this MOU, or any part thereof, without written consent and prior approval of the other party.

Section 10. Exhibits

Exhibit A is incorporated herein by reference. In the event of any material discrepancy between the express provisions of this MOU and the provisions of such document, the provisions of this MOU shall prevail.

Section 11. Integration

This MOU contains the entire understanding between the parties and supersedes any prior written or oral understandings and agreements regarding the subject matter of this MOU. No amendment, modification, alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by authorized representatives of the parties.

Section 12. Severability

If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

TO EFFECTUATE THIS MOU, the parties have caused their duly authorized representatives to sign below.

OLDA
Orangeline Development Authority



Michael Kodama
Executive Director

BGPAA
Burbank-Glendale-Pasadena
Airport Authority



Dan Feger
Executive Director

EXHIBIT A
SCOPE OF WORK

- A. In cooperation with BGPAA, OLDA shall manage the preparation, issuance, and review of the Request for Proposal (“RFP”) for the Ground Access Study. OLDA’s responsibilities under this MOU shall include the following activities:
1. Cooperate with BGPAA to formulate a final Scope of Work for the Ground Access Study.
 2. On behalf of BGPAA, identify a work schedule and specific tasks to be included in the final Scope of Work.
 3. Prepare specifications for seeking consultant bids.
 4. Prepare the RFP.
 5. Outreach to vendors on BGPAA’s interest list for local, DBE and other consultants.
 6. Manage the consultant selection process by assisting BGPAA in reviewing and evaluating the proposing candidate firms and/or teams.
 7. Assist BGPAA in evaluating final proposals;
 8. Assist in recommending qualified firm(s) to undertake the final Scope of Work.
- B. OLDA shall work with the selected firm(s) to develop a management plan to assure consistency with the STURAA Pass Through Agreement and this MOU. Such work shall include, but not be limited to:
1. Management, administration, review and oversight of the Ground Access Study contract to ensure proper performance of the final Scope of Work.
 2. Review of all products for accuracy and consistency with the contract and best professional practice.
 3. Review of all contractor invoices to assure performance and consistency with the applicable contractor tasks and budgets identified in the applicable contract(s) and grant conditions.
 4. Providing staff to monitor and review selected consultant activities such as outreach, modeling, or other technical tasks to assure completion and consistency with the applicable contract(s) and grant conditions.

5. Assisting Authority staff in identifying any issues regarding the completeness of contractor products, making necessary recommendations regarding any issues or deficiencies regarding that work product, identifying actions to assist in assuring product quality, and providing written comments, proposed changes, edits, or other appropriate actions to assure product quality, as needed.
6. Reviewing and monitoring contractor compliance with terms and conditions of the grant, MOU's, respective contracts to assess compliance with applicable rules and regulations pertaining to the respective funding sources, and contracting requirements. OLDA shall make recommendations, as needed, to assure compliance with applicable rules and regulations.