

Eco-Rapid Transit, formerly known as the Orangeline Development Authority, is a joint powers authority (JPA) created to pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient. The system is designed to enhance and increase transportation options for riders of this region utilizing safe, advanced transit technology to expand economic growth that maximizes ridership in Southern California. The Authority is composed of the following public agencies:

## AGENDA REPORT

TO: Members of Eco-Rapid Transit

FROM: Michael Kodama, Executive Director

DATE: January 13, 2016

SUBJECT: **UPDATE AND/OR ACTION REGARDING BOB HOPE AIRPORT MEMORANDUM OF UNDERSTANDING (MOU)**

### ISSUE

Staff will provide an update to the Eco-Rapid Transit Board of Directors regarding the status of the Bob Hope Airport Memorandum of Understanding (MOU). An agreement has been signed authorizing Eco-Rapid Transit to work with Bob Hope Airport on the I-5 Traffic Management Plan with a not to exceed amount of \$50,000.

### BACKGROUND

Staff has been working with the Burbank Glendale Pasadena Airport Authority on the next phase of the project. This includes finishing the Ground Access Study and transitioning to the I-5 Traffic Management Plan.

### RECOMMENDATION

It is recommended that the Board:

1. Discuss the information presented and offer action items; and/or
2. Receive and file the report

City of Artesia

City of Bell

City of Bell Gardens

City of Bellflower

City of Cudahy

City of Downey

City of Glendale

City of Huntington Park

City of Maywood

City of Paramount

City of South Gate

City of Vernon

Burbank-Glendale-Pasadena  
Airport Authority

Chair

Maria Davila  
Council Member  
City of South Gate

Vice Chair

Zareh Sinanyan  
Mayor  
City of Glendale

Secretary

Cristian Markovich  
Mayor  
City of Cudahy

Treasurer

Michael McCormick  
Mayor  
City of Vernon

Internal Auditor

Ali Sajjad Taj  
Council Member  
City of Artesia

Executive Director

Michael R. Kodama

General Counsel

Teresa L. Highsmith

Ex-Officio

Rene Bobadilla  
City Manager Representative

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated October 19, 2015 for reference purposes and is made by and between the Burbank-Glendale-Pasadena Airport Authority ("BGPAA"), a California joint powers agency, and the Orangeline Development Authority, a California joint powers agency ("Eco-Rapid Transit").

**RECITALS**

A. BGPAA and the Los Angeles County Metropolitan Transportation Authority ("Metro") have executed a March 4, 2015 Measure R Funding Agreement ("FA"). A copy of the FA is attached as Exhibit C. The FA provides for Metro's award to BGPAA of \$180,000 of Measure R funds for the I-5 North Construction Impact Mitigation, Project Management Support Services Project, LACMTA Project ID# 8355041 and FTIP# LA0G1224 ("Project").

B. BGPAA desires to retain Eco-Rapid Transit, funded solely by FA revenue, to provide transportation planning and programming services related to the Project.

C. Eco-Rapid Transit represents that it is fully qualified to perform such services by virtue of the experience and training of its personnel, and contracted consultants.

NOW, THEREFORE, the parties agree as follows:

**1. Eco-Rapid Transit's Services.**

A. The nature, scope, and level of the specific services to be performed by Eco-Rapid Transit are as set forth in Exhibit A.

B. All services rendered by Eco-Rapid Transit shall be provided in accordance with all applicable rules, regulations and other laws of BGPAA, and any federal, state or local governmental agency having jurisdiction at the time service is rendered. Eco-Rapid Transit also shall comply with all applicable requirements of the FA and Metro Ordinance #88-01.

C. In the event any claim is brought against BGPAA relating to Eco-Rapid Transit's performance or services rendered under this MOU, Eco-Rapid Transit shall render any reasonable assistance and cooperation that BGPAA might require.

**2. Term.** This MOU shall commence upon execution and shall have a three (3) year term unless earlier terminated. Each party shall have the right to terminate this MOU at any time for any reason on seven (7) calendar days written notice to the other party. In the event of termination, BGPAA shall pay Eco-Rapid Transit for services satisfactorily rendered to the last working day this MOU is in effect.

**3. Compensation.**

**A.** BGPAA agrees to compensate Eco-Rapid Transit, and Eco-Rapid Transit agrees to accept as full satisfaction for its services pursuant to this MOU, payment according to the fee schedule set forth in Exhibit B.

**B.** Eco-Rapid Transit shall submit to BGPAA an invoice, on a monthly basis or less frequently, for the services performed pursuant to this MOU. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, BGPAA shall notify Eco-Rapid Transit in writing of any disputed amounts on the invoice. Within thirty (30) calendar days of receipt of each invoice, BGPAA shall pay all undisputed amounts on the invoice. BGPAA shall not withhold applicable taxes or other authorized deductions from the payments, and Eco-Rapid Transit shall pay all required taxes on the payments.

**4. Status.** Eco-Rapid Transit is, and shall at all times remain as to BGPAA, an independent joint powers authority. Eco-Rapid Transit shall have no power to incur any debt, obligation, or liability on behalf of BGPAA or to act otherwise on behalf of BGPAA as an agent. Neither BGPAA nor any of its officers, employees, agents or volunteers shall have control over the conduct of Eco-Rapid Transit except as set forth in this MOU. Eco-Rapid Transit shall not, at any time, or in any manner, represent that it is in any manner an employee of BGPAA.

**5. Conflict of Interest.** Eco-Rapid Transit shall not maintain or acquire any financial interest that may be affected by the services. Eco-Rapid Transit shall avoid the appearance of having any financial interest that would conflict in any manner with the services.

**6. Indemnification.** Eco-Rapid Transit 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, resulting from willful misconduct, negligent acts, errors or omissions of Eco-Rapid Transit.

**7. Notices.** Any notices, invoices or other documents related to this MOU shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

BGPAA, Contract Administrator  
2627 Hollywood Way  
Burbank, CA 91505  
Attn: Mark Hardymont  
E-mail: mhardymont@bur.org

Eco-Rapid Transit  
16401 Paramount Blvd.  
Paramount, CA 90723  
Attn: Michael R. Kodama  
E-mail: mkodama@mkplanners.com

8. **Exhibits.** Exhibits A and B are incorporated in this MOU by reference. In the event of any material discrepancy between the express provisions of this MOU and the provisions of any Exhibit, the provisions of this MOU shall prevail.

9. **Entire Agreement.** This MOU (including the attached Exhibits) represents the entire and integrated contract between BGPAA and Eco-Rapid Transit related to the Project. This MOU may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this MOU.

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

Burbank-Glendale-Pasadena  
Airport Authority

  
Dan Feger, Executive Director

Eco-Rapid Transit

  
Michael R. Kodama, Executive Director

Approved as to form:

  
Richards, Watson & Gershon

  
Colantuono Highsmith & Whatley, PC