

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 Board of Directors
FROM: Karen Heit, Deputy Executive Director
DATE: November 13, 2019
SUBJECT: **UPDATE AND/OR ACTION REGARDING CONTRACT AMENDMENT FOR MICHAEL R. KODAMA, EXECUTIVE DIRECTOR**

Public comments on items on the agenda will be taken at the time the item is called and are limited to 3 minutes per speaker

ISSUE

Attached is Amendment No. 11 to the Kodama Consulting Agreement. This Amendment makes no changes from Amendment No. 10 other than to extend the date of services.

The expiration date is extended to December 31, 2020. The Consultant is allowed to provide services for other clients, as long as such services do not constitute a conflict of interest to the Authority's interests, or otherwise cause Mr. Kodama to have to abstain from participation in any decision regarding a matter within his Scope of Services to the Authority.

There is no amendment to the Scope of Work of the Fee Schedule. As stated, under the Fee Schedule, Mr. Kodama will receive a flat fee of \$5,000 per month, and will be paid on time and materials basis for any work for which there is grant or other funding available. Additionally, he is reimbursed for the administrative support work of MK administrative staff which supports the Authority work.

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BACKGROUND

Attached is proposed Amendment #11 for the Kodama Consulting Agreement.

RECOMMENDATION

It is recommended that the Board:

1. Approve Contract Amendment #11 for Michael R. Kodama Extending Date of Services to December 31, 2010; and/or
2. Discuss Information Presented and or Offer Action Items

ATTACHMENT: MK Contract Amendment No. 11

- City of Artesia
- City of Bell
- City of Bell Gardens
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- Burbank-Glendale-Pasadena Airport Authority
- Chair
Karina Macias
Mayor
City of Huntington Park
- Vice-Chair
Ali Sajjad Taj
Council Member
City of Artesia
- Secretary
Sean Ashton
Councilmember
City of Downey
- Treasurer
Vrej Agajanian
Council Member
City of Glendale
- Internal Auditor
Jose R. Gonzalez
Mayor
City of Cudahy
- Executive Director
Michael R. Kodama
- General Counsel
Teresa L. Highsmith
- Ex-Officio
William Rawlings
City Manager Representative

MODIFICATION NO. 11 TO
PROFESSIONAL SERVICES AGREEMENT

THIS MODIFICATION NO. 11 TO PROFESSIONAL SERVICES AGREEMENT (this "Modification") is made and entered into as of the 13th day of November 2019, by and between the Orangeline Development Authority ("Authority"), dba Eco-Rapid Transit ("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 approved and executed Modification No. 3 to the Agreement, further extending the Agreement for an additional term to December 31, 2011 and modifying the scope of services and fee structure;

WHEREAS the Authority and Consultant approved and executed Modification No. 4 to the Agreement, further extending the Agreement for an additional term to December 31, 2012;

WHEREAS, the Authority and Consultant approved and executed Modification No. 5 to the Agreement, further extending the Agreement for an additional term to December 31, 2013 and modifying the compensation provisions;

WHEREAS, the Authority and Consultant approved and executed Modification No. 6 to the Agreement, further extending the Agreement for an additional term to December 31, 2014;

WHEREAS, given the increase in available grant funding to support new and expanded projects to facilitate the purpose of the Authority to plan, finance, and construct an environmentally-friendly, high speed transit system in Southern California, on January 8, 2014, the Eco-Rapid Transit Board of Directors approved Modification No. 7 to the Agreement to expand the Scope of Services, increase the compensation and further approved extending the term by three years to December 31, 2017;

WHEREAS, the Authority and the Consultant approved and executed Modification No. 8 to the Agreement, providing for an extension of time to the contract until December 31, 2018, to provide additional time for the Consultant to identify additional funding sources which could support an increase in compensation for the Scope of Services provided;

WHEREAS, the Authority and the Consultant approved and executed Modification No. 9 to the Agreement, providing for adjustment to the Exhibit B Fee Schedule and an extension of time to the contract until June 30, 2019;

WHEREAS, the Authority and the Consultant approved and executed Modification No. 10 to the Agreement, providing for an extension of time to the contract until December 31, 2019, and adjusting the provisions regarding work by Consultant for other parties;

WHEREAS, the parties desire to extend the term of the Agreement for an additional year.

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, 2020.”

Section 2. 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, 2, 3, 4, 5, 6, 7, 8, 9, and 10 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.

ORANGELINE DEVELOPMENT AUTHORITY,
dba Eco-Rapid Transit, a Joint Powers Entity
 (“Authority”)

By: _____
Karina Macias, Chair

MICHAEL R. KODAMA
 (“Consultant”)

By: _____
Michael R. Kodama

Attest:

Sean Ashton
Authority Secretary

Approved as to form:

Teresa L. Highsmith
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, FTA/Transportation Land Use Grant, FTA/Bob Hope Airport Project, the Caltrans Environmental Justice Planning Grant and the Metro Transit Oriented Development Grants.
- Oversee and manage the implementation of plans and provision of services to develop Metro TOD II Planning Grant and Guidebook, which will outline corridor-wide and station specific policies for consideration in transit system planning and local land use regulations for use by each local agency within the Eco-Rapid Transit corridor;
- Oversee and manage test-case implementation of TOD II Planning Grant and Guidebook at Huntington Park/Pacific Station ("Huntington Park Transit Oriented Development Parking Station Project");
- Oversee and manage new projects associated with alternative analysis and potential increase in Antelope Valley Line.

EXHIBIT B
APPROVED FEE SCHEDULE

1. Authority shall pay Consultant up to a maximum of \$17,000 per month for all services described in Exhibit A ("Scope of Work"). While time spent on grant funded projects and services will generally not exceed a total of 64 hours per month (as described in paragraph 2 below), if Consultant performs more than 64 hours per month in grant-funded services such that compensation on a time and materials basis exceeds \$17,000 for that month, Consultant shall reduce the flat monthly rate for all other work (described in paragraph 4 below) so that the total invoiced amount for both grant-funded and flat rate services shall not exceed \$17,000.
2. Grant Funded Projects and Services. Authority shall pay Consultant on a time and materials basis, up to a maximum of \$8,000.00 per month, for all services provided that are reimbursable through approved grant funding. Consultant's hourly rate for such services shall be \$125 per hour.
 - a. Authority recognizes that certain additional administrative costs will be incurred by the Consultant related to the performance of grant-funded services. Accordingly, Authority shall reimburse Consultant for Consultant's actual cost of administrative support and services reasonably necessary to perform the grant-funded services, to the extent such services are reimbursable through approved grant funding, up to a maximum amount of \$3,000.00 per month. To the extent that the cost for administrative services for grant funded work exceeds \$3,000 per month, Consultant shall reduce the administrative costs billed for flat rate services (described in paragraph 7c. below) such that the total amount billed for administrative support shall not exceed \$7,000 for combined grant-funded services and flat rate services.
3. 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.
4. 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.
5. 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.

6. 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.
7. 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 Eco-Rapid Transit offices shall not be included. Consultant shall be reimbursed for actual mileage in an amount not to exceed \$300.00 per month.
 - c. Administrative Support and Services: Actual cost of administrative support and services reasonably necessary to perform the Scope of Services, not to exceed \$4,000.00 per month. This is an amount in addition to the reimbursable administrative costs of performing grant-funded services, as described in paragraph 2a. above.