



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

**City of Artesia**  
Hon. Ali Sajjad Taj  
Chair of the Board

**City of Bell**  
Mr. Jesus Casas

**City of Bell Gardens**  
Hon. Alejandra Cortez  
Secretary of the Board

**City of Cerritos**  
Hon. Bruce Borrowes

**City of Cudahy**  
Hon. Jose R. Gonzalez  
Vice Chair of the Board

**City of Downey**  
Hon. Hector Sosa

**City of Glendale**  
(Vacant)

**City of Huntington Park**  
Hon. Karina Marcia

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
Hon. Maria Davila

**Burbank-Glendale-Pasadena  
Airport Authority**  
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Executive Director  
Eric C. Shen, P.E., PTP, CPE

General Counsel  
Matthew T. Summers

Ex-Officio  
Ricardo Reyes  
City Manager Representative

Internal Auditor  
(Vacant)

## ECO-RAPID TRANSIT

### BOARD OF DIRECTORS

#### \*\*\*\*\* SPECIAL MEETING \*\*\*\*\*

March 23, 2023, THURSDAY  
6:30 PM Pacific Daylight Time

TELECONFERENCE MEETING VIA [ZOOM](#) (NEW LINK)

Meeting ID: 813 5448 0188

Passcode: 553831

One tap mobile: +16694449171,,81354480188#,,, \*553831# US

### A G E N D A

Agenda reports and other written documents are available on the eco-rapid transit website at [www.eco-rapid.org](http://www.eco-rapid.org).

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19. The Governor has issued Executive Orders that temporarily suspend requirements of the brown act, including allowing public agencies to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public.

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.

### PRELIMINARY BUSINESS

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comments

### CONSENT CALENDAR

5. 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 Minutes of February 8, 2023
  - B. Teleconferencing Legislation: AB 361 and Resolution 2023-04 of the Eco-Rapid Transit Authority Board of Directors Authorizing Remote Teleconferencing Meetings of the Eco-Rapid Transit Board of Directors



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Pursuant to Government Code Section 54953(e) for the Continuance of Virtual Meetings and Teleconference as the County of Los Angeles is Under Certain Emergency Orders and Still Promotes Social Distancing and the Use of Face Mask

## ACTION ITEMS

6. Treasurer's Report for February 2023, Warrant Register dated February 8, 2023, and Payment Deferment

*Recommended Action: Approve Treasurer's Report and Warrant Register, defer all other payments pending available funding.*

7. Report on the Konica Copier Issue

*Recommended Action: Review findings and direct staff to take appropriate action*

8. New Logo Ideas

*Recommended Action: Review draft logos and select a preferred design*

## INFORMATION ITEMS

9. Executive Director Verbal Report
10. Chair's Comments
11. Announcements/Board of Directors Comments

## ADJOURNMENT

ERT BOD 20230323 AGENDA VF.DOCX

**MINUTES OF THE REGULAR MEETING OF  
ECO-RAPID TRANSIT/ORANGELINE DEVELOPMENT AUTHORITY  
Wednesday February 08, 2023  
Teleconference Meeting via Zoom or by Phone**

**CALL TO ORDER**

Vice Chair Gonzalez called the meeting to order at 6:31 PM Pacific Standard Time. A quorum (6 voting members out of 11 filled seats) was reached; thus, action items were taken by the Board.

**PLEDGE OF ALLEGIANCE**

Executive Director Shen led the Pledge of Allegiance and the flag salute.

**ROLL CALL AND INTRODUCTION OF ATTENDEES**

Voting Board of Directors were present (alphabetical order by agency and position on the Board):

1. City of Cerritos – Hon. Bruce Barrows, Director
2. City of Cudahy – Hon. Jose R. Gonzalez, Vice Chair
3. City of Downey – Hon. Hector Sosa, Director
4. City of Huntington Park – Hon. Karina Macias, Director
5. City of Maywood - Ms. Angelina Martinez, Director
6. City of Paramount – Hon. Isabel Aguayo, Treasurer
7. City of South Gate – Hon. Maria Davila, Director
8. Airport Authority – Hon. Frank Quintero, Director

Eco-Rapid Transit Staff:

9. Eric Shen, Executive Director
10. Thais Alves, Deputy General Counsel
11. Kathryn Morrison, Administrative Services Manager
12. Bruno Naulls, Program Manager
13. Maria Barquera, Scribe & Intern
14. Tianyi Wei, Intern

**PUBLIC COMMENTS**

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

**ITEM 5 – CONSENT CALENDAR**

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

- a) Approval of Minutes of January 23, 2023
- b) Teleconferencing Legislation: AB 361 and Resolution 2023-03 of the EcoRapid Transit Authority Board of Directors Authorizing Remote Teleconferencing Meetings of the Eco-Rapid Transit Board of Directors Pursuant to Government Code Section 54953(e) for the Continuance of Virtual Meetings and Teleconference as the County of Los Angeles is Under Certain Emergency Orders and Still Promotes Social Distancing and the Use of Face Mask

**MOTION:** Board Director Macias (Huntington Park) moved to approve the Consent Calendar. Director Davila (South Gate) seconded the motion. The item was approved unanimously by roll call vote.

#### **ITEM 6 – TREASURER’S REPORT DATED FEBRUARY 8, 2023 AND PAYMENT DEFERMENT**

***Recommended Action: Approve Treasurer’s Report, authorize to pay insurance premium payment; defer all other payments pending available funding***

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen proceeded with a report and recommendation. Staff recommend to the Board to approve Treasurer’s Report dated February 8, 2023, authorize to pay the liability insurance premium payment and defer all other payments pending available funding. Current professional liability coverage to expire March 22, 2023. Last installment must be paid on-time. Incurred expenses during January 2023 exceeded available bank balance. A combined Warrant Register for January and February 2023 will be presented to the Board on the March 8, 2023 meeting and invoices will be paid when sufficient funds become available.

Director Barrows (Cerritos) inquired on late fees incurred on the copy machine as discussed on the January 23, 2023 meeting. Executive Director Shen stated that a formal response and staff recommendation for the Board will be presented at the March 8, 2023 meeting.

**MOTION:** Board Director Macias (Huntington Park) moved to approve the Item. Director Davila (South Gate) seconded the motion. The item was approved unanimously by roll call vote.

#### **ITEM 7 – MEMORANDUM OF UNDERSTANDING BETWEEN ECO-RAPID TRANSIT AUTHORITY AND THE CITY OF SOUTH GATE REGARDING FINANCIAL SERVICES AND THREE-PARTY AGREEMENT FOR THE FINANCIAL SERVICES**

***Recommended Action: Approve the Memorandum of Understanding with the City of South Gate on the transfer of financial services. Authorize Executive Director to execute a three-party agreement with the City and Ms. Toni Penn for perform the Eco-Rapid Transit’s financial and accounting services under the supervision of the City’s finance staff.***

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen proceeded with a report and recommendation. Staff recommended to Board to approve the Memorandum of Understanding with the City of South Gate on the transfer of financial services and to authorize Executive Director Shen to execute a three-party agreement with the City and Ms. Toni Penn. Further information in the staff report.

Vice Chair Gonzalez opened the meeting to comments and questions. No comments were made by the Board.

**MOTION:** Board Director Davila (South Gate) moved to approve the Memorandum of Understanding. Director Aguayo (Paramount) seconded the motion. The item was approved unanimously by roll call vote.

#### **ITEM 8 – AD HOC BUDGET SUB-COMMITTEE REPORT ON STRATEGIES TO ADDRESS FY2022/23 FINANCE ISSUES**

***Recommended Action: Approve the Ad-Hoc Sub-Committee’s recommendation and direct staff to take appropriate actions***

No written public comments were received prior to the meeting. No additional public comments were received during the meeting.

Executive Director Shen provided a report and recommendation. He reported that Director Macias (Huntington Park) has agreed to lead the discussion on proposed actions. The ad hoc subcommittee formed by the Board on the January 23, 2023 meeting directed staff to explore cost-saving options including working with member cities to provide pro bono legal and/or accounting services. An outline of issues to be addressed by the Board included handling on-going expenses and discussing the possibility of member cities to provide pro bono services. Possible options included a onetime special assessment fee, borrowing from member cities with financial capacity, or borrowing from a commercial bank.

Director Macias (Huntington Park) highlighted the importance of making an immediate decision on the Item. She recommended the action of terminating stipends for Board members and a onetime assessment from member cities.

Director Quintero (Airport Authority) reminded the Board that a special assessment would be difficult for the City of Glendale and the Airport Authority. An early payment of membership fees and termination of Board stipends was recommended by him.

Director Barrows (Cerritos) inquired on if checks have bounced. This was confirmed by Executive Director Shen. He also noted that an early payment from member cities may result in another future deferment. Executive Director Shen further recommended a one-time assessment to cover current insufficient funds.

Vice Chair Gonzalez (Cudahy) brought forth the idea of inviting developers to be part of Eco-Rapid Transit to increase revenue. He inquired Executive Director Shen on the feasibility of various options provided. Executive Director Shen will discuss with General Counsel and respond to the Board in the near future. Executive Director Shen informed the Board that the projected expenditures for January 2023 to June 2023 amounts to \$192,000. Early collection of membership dues to be insufficient to cover incurred deficits from past management. He further

provided that the General Council's office has been heavily subsidizing fees. He recommended to the Board the reconsideration of the amount of membership dues.

Vice Chair Gonzalez (Cudahy) recommended an early collection of membership dues that includes the price of inflation while a future onetime assessment is considered. Director Quintero (Airport Authority) agreed with Vice Chair Gonzalez's recommendation.

Director Macias (Huntington Park) acknowledged the potential financial burden of a one-time assessment and suggested the recommendations made by Vice Chair Gonzales.

Director Davila (South Gate) recommended invoices to be sent to member cities, the termination of Board stipends, and the future option of a onetime assessment. She also recommended reaching out to assembly members for further help.

Executive Director Shen inquired Deputy General Counsel Alves on the allowance of associate and nonvoting membership to the Joint Powers Authority. This issue will be further researched by General Counsel's office.

Vice Chair Gonzalez (Cudahy) inquired on a voluntary one-time assessment. Executive Director Shen provided that staff and the budget subcommittee will further discuss the equitability of a voluntary onetime assessment.

Executive Director Shen provided a summary of discussed topics for motion. First for the Board to direct staff to issue invoices for membership dues based on FY2022-23, including proper CPI inflationary charges. Second for the Board to agree the suspension of stipends beginning February 8, 2023 to July 1, 2024. Any Board members who are holding stipend check(s) are reminded to cash it/them for accounting clarity. Third to direct staff and budget subcommittee to continue discussion on a one-time special assessment and membership due recalculation. Fourth to direct staff to continue work with budget subcommittee, including discussion on cost-reduction options (i.e., pro bono legal and accounting services).

**MOTION:** Board Director Davila (South Gate) moved to approve the motion. Director Quintero (Airport Authority) seconded the motion. The item was approved unanimously by roll call vote.

## **ITEM 9 – EXECUTIVE DIRECTOR'S VERBAL REPORT**

Executive Director Shen provided that staff worked to update contact information of Board Members, City Managers, and agency partners to ensure that agenda packages and communication items are properly received.

He also reassured the Board of Eco-Rapid Transit's commitment to developing an efficient, safe, and sustainable public transit system. He also invited two ERT interns to introduce themselves.

Ms. Maria Barquera, urban planning and real estate student at USC, introduced herself to the Board. She assists ERT with the transcribing of Board meeting minutes. Tianyi Wei, a senior studying civil engineering with a focus on transportation engineering at UC Berkeley, introduced herself to the Board. She is a remote intern assisting on the migration of ERT's website.

Vice Chair Gonzalez (Cudahy) opened the meeting to comments from the Board.

Director Davila (South Gate), Director Quintero (Airport Authority), and Vice Chair Gonzalez (Cudahy) offered their welcomes to Ms. Barquera and Ms. Wei.

Executive Director Shen informed the Board of ERT's efforts to modernize the webpage and displayed initial versions of the page. This will aid in displaying ERT's missions for the future.

#### **ITEM 10 – CHAIR'S COMMENTS**

Vice Chair Gonzalez (Cudahy) expressed his certainty that Chair Taj (Artesia) will be satisfied by the efforts taken by the Board.

#### **ITEM 11 – ANNOUNCEMENTS/BOARD OF DIRECTORS COMMENTS**

Director Davila (Huntington Park) thanked Executive Director Shen and staff for their work. She inquired if the updated website will be bilingual in Spanish. Executive Director Shen concurred that the new webpages will be designed to accommodate non-English speakers and those with disabilities.

Vice Chair Gonzalez (Cudahy) reminded the Board of the next meeting to be held on Wednesday March 8, 2023 in the Gateway Cities Council of Government building in Paramount at 6:30 PM Pacific Standard Time (with Zoom access).

#### **ITEM 12 - ADJOURNMENT**

The Board Meeting was adjourned at 8:00 pm Pacific Standard Time.

Attest:

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Secretary

Approved:

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Chair





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## AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: March 23, 2023

SUBJECT: **ITEM 5B: Teleconferencing Legislation: AB 361 and Approval of Resolution 2023-04 of the Eco-Rapid Transit Board of Directors Authorizing Remote Teleconferencing Meetings of the Eco-Rapid Transit Board of Directors Pursuant to Government Code Section 54953(e) for the Continuance of Virtual Meetings and Teleconference as the County of Los Angeles is Under Certain Emergency Orders and Still Promotes Social Distancing and the Use of Face Mask**

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## RECOMMENDATION

Recommend the Board to approve Resolution 2023-04 authorizing to continue remote teleconference meetings pursuant to Government Code Section 54953(e)

## ISSUE

Pursuant to Assembly Bill No. 361, to continue to hold virtual meetings and teleconference, Eco-Rapid Transit ("Authority") must adopt a resolution making findings within 30 days of its first teleconference meeting under AB 361. Then, Eco-Rapid Transit must re-adopt those findings every 30 days if it wants to continue holding meetings by teleconference.

## BACKGROUND

Assembly Bill No. 361 (Rivas), signed by Governor Gavin Newsom on September 16, 2021, which establishes exceptions to teleconference requirements in the Brown Act during states of emergency is in effect and requires certain actions monthly by the Board to ensure its ability to continue to hold virtual and teleconference meetings.

According to the Bill, if the Governor has declared a state of emergency, public agencies are not subject to the typical Brown Act teleconferencing requirements described above if one of the three standards is met:



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1. Social distancing is imposed or recommended by state or local officials.
2. The legislative body is holding a meeting to determine, by majority vote, whether in-person meetings present an imminent risk to those attending the public meeting; or
3. The legislative body has already decided, by majority vote, that in-person meetings pose an imminent risk to those attending the public meeting, and meetings must continue.

AB 361 requires the Authority to regularly review and find an ongoing need to hold public meetings by teleconference. Specifically, the Authority must make the following findings by majority vote within 30 days of teleconferencing for the first time under AB 361, then every 30 days thereafter:

1. The legislative body has reconsidered the circumstances of the state of emergency.
2. One of the following circumstances exists:
  - The state of emergency continues to directly impact the ability of members to meet safely in person; or
  - State or local officials continue to impose or recommend measures to promote social distancing.

On October 13, 2021, the Eco-Rapid Transit Board of Directors, at a regularly scheduled meeting, approved resolution 2021-02, which made the requisite findings to continue to hold virtual and teleconference meetings.

Staff has prepared the attached resolution for consideration of the Board with required findings for the continuance of virtual meetings and teleconference as the County of Los Angeles is under certain emergency orders and continues to impose or recommend measures to promote social distancing and the use of face mask.

Attachment: Resolution 2023-04

ERT BOD 20230323 ITEM 05B VF.DOCX

## **RESOLUTION NO. 2023-04**

### **A RESOLUTION OF THE ECO-RAPID TRANSIT BOARD OF DIRECTORS OF THE ECO-RAPID TRANSIT AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE ECO-RAPID TRANSIT BOARD OF DIRECTORS PURSUANT TO GOVERNMENT CODE SECTION 54953(e)**

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill No. 361, allows legislative bodies to hold open meetings by teleconference without reference to otherwise applicable requirements in Government Code section 54953(b)(3), so long as the legislative body complies with certain requirements, there exists a declared state of emergency, and one of the following circumstances is met:

1. State or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body has determined, by majority vote, pursuant to option 2 that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, the BOARD OF DIRECTORS OF THE ECO-RAPID TRANSIT (“ECO-RAPID TRANSIT BOARD”) previously adopted Resolution No. 2022-09 finding that the requisite conditions exist for the ECO-RAPID TRANSIT to conduct teleconferencing meetings under California Government Code section 54953(e); and

WHEREAS, Government Code section 54953(e) requires the legislative body adopt certain findings by majority vote within 30 days of holding a meeting by teleconference under Government Code section 54953(e), and then adopt such findings every 30 days thereafter; and

WHEREAS, ECO-RAPID TRANSIT BOARD desires to continue holding its public meetings by teleconference consistent with Government Code section 54953(e).

NOW, THEREFORE, THE ECO-RAPID TRANSIT BOARD OF THE ECO-RAPID TRANSIT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Conditions are Met. The ECO-RAPID TRANSIT BOARD hereby finds and declares the following, as required by Government Code section 54953(e)(3):

1. The ECO-RAPID TRANSIT BOARD has reconsidered the circumstances of the state of emergency declared by the Governor pursuant to his or her authority under Government Code section 8625; and
2. The state of emergency continues to directly impact the ability of members of the ECO-RAPID TRANSIT BOARD to meet safely in person; and
3. State or local officials have imposed or recommended measures to promote social distancing.
4. The Eco-Rapid Transit Board hereby determines that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees and will conduct open and public meetings by teleconference in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
5. All meetings held pursuant to Government Code section 54053(e) shall comply with the requirements of that section and all other applicable provisions of the Ralph M. Brown Act (Government Code section 54950 et seq.).
6. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the BOARD OF DIRECTORS of the ECO-RAPID TRANSIT, this twenty-third day of March 2023.

ATTEST:

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Ali Sajjad Taj  
Chair

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Alejandra Cortez  
Secretary



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## AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: March 23, 2023

SUBJECT: **ITEM 6: Treasurer's Report for February 2023, Warrant Register dated February 8, 2023, and Payment Deferment**

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.

## RECOMMENDATION

Approve Treasurer's Report for the month of February 2023, Warrant Register dated February 8, 2023, and defer all payments. Authorize to pay any of the deferred payments when new funds are received.

## ISSUES

Due to insufficient funds available to pay all expenses and invoices incurred in January and February 2023, staff is recommending the approval of Treasurer's Report for the month of February 2023, (Attachment 6A), Warrant Registers dated February 8, 2023 (Attachment 6B), and defer all payments until new funds are received.

## BACKGROUND

While the Board continues exploring options to resolve the current cash flow issues, the actual incurred expenses during January and February 2023 have exceeded the available bank balance (\$-8,249.92 as of February 28, 2023).

Requests for advancing membership payments were sent to all member cities on February 14, 2023 (see Attachment 6C). When new funds are received, staff will begin issuing payments accordingly.

### Attachments:

Attachment 6A: Treasurer's Report for the month of February 2023

Attachment 6B: Warrant Register dated February 8, 2023

Attachment 6C: Tracking of Advance Payment of FY23/24 Membership Dues

ERT BOD 20230323 ITEM 6 VF.DOCX



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Attachment 6A:  
Treasurer’s Report for the Month of February 2023

**ORANGELINE DEVELOPMENT AUTHORITY  
ECO-RAPID TRANSIT**

**TREASURER'S REPORT  
FOR THE MONTH FEBRUARY 2023  
(PREPARED ON MARCH 8, 2023)**

	<u><b>Bank of the West</b></u>
<b>*Cash, beginning balance (deficit)</b>	\$527.39
	<b>\$527.39</b>
<b><u>Receipts:</u></b>	
<b>Total cash receipts</b>	<u><b>\$0.00</b></u>
<b><u>Expenditures:</u></b>	
Bank fee/Positive Pay Service/Other Charges	-\$10.00
Warrants, approved on 2/8/23	-\$125.65
Voided Check No. 13215 (Alejandra Cortez)	\$100.00
Voided Check 13220 (Colantuono, Highsmith & Whatley)	\$540.00
Voided Check 13257 (City of Cudahy)	-\$9,281.66
<b>Total expenditures</b>	<u><b>-\$8,777.31</b></u>
<b>Cash, ending balance</b>	<u><b>-\$8,249.92</b></u>

DocuSigned by:



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Isabel Aguayo, Treasurer



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**City of Glendale**  
(Vacant)

**City of Huntington Park**  
Hon. Karina Marcia

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
Hon. Maria Davila

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Airport Authority**  
Hon. Frank Quintero

Executive Director  
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General Counsel  
Matthew T. Summers

Ex-Officio  
Ricardo Reyes  
City Manager Representative

Internal Auditor  
(Vacant)

Attachment 6B:  
Warrant Register dated February 8, 2023



**ORANGELINE DEVELOPMENT AUTHORITY  
ECO-RAPID TRANSIT  
WARRANT REGISTER  
(FEBRUARY 8, 2023)**

<b>NAME</b>	<b>AMOUNT</b>
SHEN AND ASSOCIATES, LLC (Admin General)	\$5,087.77
SHEN AND ASSOCIATES, LLC (Grant Funds)	\$125.00
38ALPHA, LLC	\$5,658.75
ALLYN D. RIFKIN (General Fund)	\$174.57
BRUNO NAULLS (General Fund)	\$617.50
BRUNO NAULLS (Grant Funds)	\$438.75
BRUNO NAULLS (Grant Funds)	\$292.50
PRO-TECH PROPERTY INSPECTIONS, INC.	\$4,767.11
MARIA BARQUERA (General Fund)	\$80.00
LA FORET ADVERTISING	\$450.00
COLANTUONO, HIGHSMITH & WHATLEY	\$1,710.00
HR&A ADVISORS, INC. (Grant Funds)	\$7,300.00
THE SANTA MARIA GROUP, INC.	\$2,500.00
THE SANTA MARIA GROUP, INC.	\$2,500.00
<b>VOIDED CHECKS</b>	
ALEJANDRA CORTEZ	-\$100.00
COLANTUONO, HIGHSMITH & WHATLEY	-\$540.00
HR&A ADVISORS, INC.	-\$9,150.00
<b>REPLACEMENT CHECKS</b>	
HR&A ADVISORS, INC.	\$9,150.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$31,061.95</b>



REPORT: 02/08/2023

RUN: 02/08/2023

Check #	Invoice #	Dated	Name	Distribution	Net Amount
13262	2023-01	1/31/2023	SHEN AND ASSOCIATES, LLC (Admin General)	Professional Services/General Fund	\$5,087.77
13263	2023-01	1/31/2023	SHEN AND ASSOCIATES, LLC (Grant Funds)	Professional Services/Artesia TOD Governance	\$125.00
13264	2023-01	1/31/2023	38ALPHA, LLC	Professional Services/General Fund	\$5,658.75
13265	2023-01	1/31/2023	ALLYN D. RIFKIN (General Fund)	Professional Services/General Fund	\$174.57
13266	2023-01	1/31/2023	BRUNO NAULLS (General Fund)	Professional Services/General Fund	\$617.50
13267	2023-01	1/31/2023	BRUNO NAULLS (Grant Funds)	Professional Services/Cerritos TOD Governance	\$438.75
13268	2023-01	1/31/2023	BRUNO NAULLS (Grant Funds)	Professional Services/Caltrans Community Corridor	\$292.50
13269	2023-01	1/31/2023	PRO-TECH PROPERTY INSPECTIONS, INC.	Professional Services/General Fund	\$4,767.11
13270	2023-01	1/31/2023	MARIA BARQUERA (General Fund)	Professional Services/General Fund	\$80.00
13271	9/3/1902	1/31/23	LA FORET ADVERTISING	Web Maintenance/Eco-Rapid Transit	\$450.00
13272	12/13/2022	54256	COLANTUONO, HIGHSMITH & WHATLEY	Legal Services/General Fund	\$1,710.00
13273	12/21/2022	INV0732	HR&A ADVISORS, INC. (Grant Funds)	Professional Services/Artesia TOD Governance	\$7,300.00
13274	11/15/2022	2448	THE SANTA MARIA GROUP, INC.	Professional Services/General Fund	\$2,500.00
13275	12/15/2022	2449	THE SANTA MARIA GROUP, INC.	Professional Services/General Fund	\$2,500.00

**Sub Total Disbursements****\$31,701.95****Voided Checks**

13215	12/14/22	ALEJANDRA CORTEZ	-\$100.00
13220	12/14/22	COLANTUONO, HIGHSMITH & WHATLEY	-\$540.00
13260	01/23/23	HR&A ADVISORS, INC.	-\$9,150.00

**Replacement Checks**

13276	13260	01/23/23	HR&A ADVISORS, INC.	\$9,150.00
-------	-------	----------	---------------------	------------

**Total Disbursements****\$31,061.95**

Approved for payment by Eco-Rapid Transit Board of Directors: \_\_\_\_\_

**\$31,061.95**



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Mr. Jesus Casas

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Vice Chair of the Board

**City of Downey**  
Hon. Claudia M. Frometa

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Attachment 6C:  
Tracking of Advance Payment of FY23/24 Membership Dues

**Eco-Rapid Transit  
Advance Payment of FY23/24 Membership Dues  
Tracking**

<b>Total Invoiced</b>	<b>\$ 234,193.46</b>
<b>Total Received</b>	

Agency	Invoice #	Date Emailed	Amount Invoiced	Date Received	Amount Paid
Artesia	23/24-001	2/14/2023	\$ 9,188.53		
Bell	23/24-002	2/14/2023	\$ 5,704.53		
Bell Gardens	23/24-003	2/14/2023	\$ 3,859.37		
Cerritos	23/24-004	2/14/2023	\$ 18,559.85		
Cudahy	23/24-005	2/14/2023	\$ 9,884.97		
Downey	23/24-006	2/15/2023	\$ 16,147.76		
Glendale	23/24-007	2/14/2023	\$ 40,603.99		
Huntington Park	23/24-008	2/14/2023	\$ 21,548.26		
Maywood	23/24-009	2/14/2023	\$ 3,546.16		
Paramount	23/24-010	2/14/2023	\$ 21,535.16		
South Gate	23/24-011	2/14/2023	\$ 37,281.69		
Hollywood Burbank Auth	23/24-012	2/14/2023	\$ 32,345.33		
LA County BOS	22/23-013	2/14/2023	\$ 13,987.86		



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## AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: March 23, 2023

SUBJECT: **ITEM 7: Konica Copier Issue**

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

## RECOMMENDATION

Review findings and direct staff to take appropriate action

## ISSUES

- ERT has been paying the monthly Konica copier (“Konica”, “copier”) installment in lieu of paying direct, as needed printing costs (at PIP Printing or similar) since 2013.
- The lease agreement is not under ERT’s name, but rather is leased under Mr. Kodama’s private company “Michael R. Kodama Planning Consultants.”
- ERT could not unilaterally change the lease agreement with Konica, including early termination, unless Mr. Kodama initiates the transfer process.
- Under the advice of General Counsel, ERT has no legal obligations to continue paying for the remaining monthly payments through August 2023 nor to inherent the machine.
- The Board may consider directing staff to continue paying for the monthly payments through the end of lease term plus any late penalties. However, the estimated \$5,000 - \$6,000 would be added to ERT’s current budget deficit and be paid through increasing next year’s membership dues.
- Lastly, ERT staff has concluded that the copier leased by Mr. Kodama is not suitable or necessary to its operations. Future printing, internet access, and utility will be included in the facility rental charge for using the present office location with the Gateway Cities Council of Governments (GCCOG).



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## BACKGROUND

In November/December 2022 management transition, new Executive Director responded to outgoing Administrative Services Manager, Ms. Cristina Quintero's report and concurred to pay for the monthly copying service. The new management team was under the impression that the copier is an agency-owned asset and was ready to keep paying the monthly installments. However, after further discussions with Ms. Quintero, staff realized the copier lease would continue for eight months, until August 2023. Additionally, the copier is not kept in ERT's Paramount office, but in former ERT Executive Director, Michael Kodama's home. Accordingly, Ms. Quintero asked the copier be moved to ERT's Paramount office and pay for the relocation in addition to the remaining monthly lease (\$409.23 for eight months, for a total of \$3,273.84). The estimated closing cost to ERT is between \$5,000.00.

During the discovery, staff learned that the Konica lease is not under ERT's name, but rather is leased under Mr. Kodama's private company "Michael R. Kodama Planning Consultants." For cost-saving consideration, staff had initially contemplated to exercise early termination option but was unable to get an estimate on the close-out cost from Konica since ERT is not even on the lease agreement.

Mr. Kodama's professional service contract expired on December 31, 2022 and Ms. Quintero's professional service contract expired on January 13, 2023. ERT has terminated all services provided by Michael R. Kodama Planning Consultants as of January 13, 2023.

On January 10, 2023, an official correspondence was sent to Ms. Quintero and Mr. Kodama notifying them that ERT refuses all transfers of the copier lease to its name; refuses all physical transfers of the copier to its office in the Gateway Cities Council of Governments; and refuses all payment beyond January 2023 for the copier.

During ERT's January 23, 2023 Special Board Meeting, Mr. Kodama submitted public comment regarding payment of the copier. General Counsel has reviewed Mr. Kodama's public comment and re-affirms that ERT has no obligation to continue to make payments related to the copier. **General Counsel further determined that Mr. Kodama chose to lease and use the copier - leased by his company, "Michael R. Kodama Planning Consultants" - while he was an ERT contractor. The Board approved individual monthly invoices for the copier for printing task. However, there is no formal action on records that the Board explicitly approved the lease and committed ERT to bear the full cost through the end of lease under Mr. Kodama's company name.**

During ERT's February 8, 2023 Board Meeting, Director Bruce Barrows (City of Cerritos) requested that this matter be placed on ERT's March 8, 2023 Board Meeting for staff to receive direction from the Board on how to proceed.



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## FISCAL IMPACT

Should the Board uphold staff's position as clearly stated in the January 10, 2023 letter to Ms. Quintero and Mr. Kodama, ERT will not make any more payments on the copier beyond January 13, 2023. Therefore, no fiscal impact to the current deficit.

Alternatively, the Board may direct staff to pay off the copier until August 2023 plus the associated moving and late fee, to pay the contract termination fee, or to outright purchase the copy machine. If directed by the Board to make further payments for the copier, staff will add the total (approximately \$5,000 to the current budget deficit and adjust the FY2023/24 membership fee calculation accordingly. Payments to Konica will be made when sufficient funds are available.

## ATTACHEMENTS

Attachment A: Emails between Eric Shen and Cristina Quintero on 12/6/2022

Attachment B: ED letter to M. Kodama and C. Quintero (dated 1/10/2023)

Attachment C: M. Kodama public comment and follow-up email (dated 1/23/2023)

ERT BOD 20230323 ITEM 7 COPIER VF.DOCK



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Attachment 1:  
Emails between Eric Shen and Cristina Quintero on 12/6/2022



**From:** [Cristina Quintero](#)  
**To:** [eshen@eco-rapid.org](mailto:eshen@eco-rapid.org)  
**Cc:** ["Toni Penn"](#); ["Dennis Brooks"](#); ["Michael R Kodama"](#)  
**Subject:** Questions regarding Invoice  
**Date:** Tuesday, December 6, 2022 8:36:05 AM  
**Importance:** High

---

Eric, received the initialed invoice.

1. Who is Victoria Victoria? Is the 11/1-11/30/2022 invoice the last one? If not, how many more work are we expecting her to perform? **Victoria is the person who started to help Admin on July when we close the office. She helped packing and moving all Eco-Rapid Transit files and boxes. Helps moving the boxes from my house to Paramount. Now she is supporting Admin with unpacking and organizing all boxes you saw at Gateway Cities. Her last day will be January 12<sup>th</sup>. Planning to finish filing and moving everything on January.**
2. What is the Konica Minolta invoice is for? Do we have any copier or other agency asset under lease? When does it end? **Konica Minolta invoice is for a printer. We have this printer since 9/26/2012 and is been use to print and scan. We use it for printing our agendas and all docs we required for filing and signatures.**  
**Contract is under Michael Kodama's name and is already been take care of pick up and cancelation of contract this month. December will be the last invoice and have to be pay on January 2023.**
3. The monthly web maintenance by LA Foret – is it month-to-month? If we switch to another ISP, will we be able to get a backup of our contents? **LA Foret is helping us since 2015. The page wasn't update because budget issues. He was ready for the appointment with you on Oct 27<sup>th</sup> but didn't receive any answer. You can discuss with him all issues related to the website, maintenance and backup. I cannot answer for him**
4. What are the two ClassPlan loans we are paying? What are the terms? **These 2 are the Insurance of Eco-Rapid Transit. Directors insurance and general liability. Guy Zino, is helping for many years also but again, is your call to switch with the people and company you want. I worked with Guy yesterday putting together all information for the report. I was planning to send it later, but you will receive the email and all information after this email.**
5. **Where is the Spectrum Internet Service connected to? Where/what is 3213 Mills Avenue, Glendale, CA 91214? What are the terms and conditions in case we plan to switch ISP? Wifi was required to be able to install and use the printer. We install Spectrum, and you can see is only charging internet not other services. This start on July and will be closing the account on January.**

Absolutely everything is our name (printer and wifi) will be cancel before I leave and bills need to be pay on January 2023.

You didn't ask for Joel , he worded only 2 months, he helped us for 2 months with the minutes but he decide not to continue.

Regarding all invoice, **these are the last invoices I will prepared.**

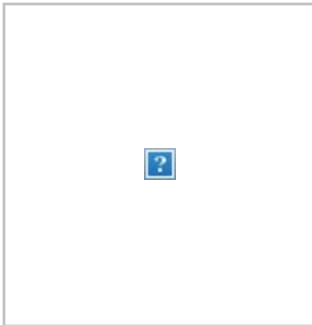
I need to focus preparing all backup documents for Toni, finish moving all boxes from my house to

Gateway Cities, complete inventory of summit and events stuff, finishing moving all accounts, transfer GoDaddy domains and accounts and continue preparing of electronic files in a hard drive for back up for you and new admin. Too much to do from now to Jan 13<sup>th</sup>.

If you need anything else, please let me know.

Thanks,

Cristina Quintero



16401 Paramount Boulevard  
Paramount CA 90723  
Tel: [\(562\) 663-6850](tel:(562)663-6850) - Fax: [\(562\) 634-8216](tel:(562)634-8216)

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[www.eco-rapid.org](http://www.eco-rapid.org)

---

**From:** Eric C. Shen, P.E., PTP <eshen@eco-rapid.org>  
**Sent:** Monday, December 05, 2022 9:40 PM  
**To:** 'Cristina Quintero' <mcq@mkplanners.com>  
**Cc:** Toni Penn <tpenn@eco-rapid.org>; Dennis Brooks <dbrooks1135@gmail.com>  
**Subject:** RE: Eco-Rapid Transit General Invoice package 2022 1214

Hi Cristina – could you explain the following? Although I've initialed all of them, I'd like to have each of these issues responded so Kathryn could prepare future invoices according.

- Who is Victoria Victoria? Is the 11/1-11/30/2022 invoice the last one? If not, how many more work are we expecting her to perform?
- What is the Konica Minolta invoice is for? Do we have any copier or other agency asset under lease? When does it end?
- The monthly web maintenance by LA Foret – is it month-to-month? If we switch to another

ISP, will we be able to get a backup of our contents?

- What are the two ClassPlan loans we are paying? What are the terms?
- Where is the Spectrum Internet Service connected to? Where/what is 3213 Mills Avenue, Glendale, CA 91214? What are the terms and conditions in case we plan to switch ISP?

Thanks,

Eric

**Eric C. Shen, P.E., PTP, CPE**

Executive Director

Eco-Rapid Transit

[eshen@eco-rapid.org](mailto:eshen@eco-rapid.org)

(626) 698-9926 Mobile

---

**From:** Cristina Quintero <[mcq@mkplanners.com](mailto:mcq@mkplanners.com)>

**Sent:** Monday, December 5, 2022 12:14 PM

**To:** Eric C. Shen <[eshen@eco-rapid.org](mailto:eshen@eco-rapid.org)>

**Subject:** Eco-Rapid Transit General Invoice package 2022 1214

**Importance:** High

Eric, attached is the invoice package for your review. Please remember we need only initials on the cover of each timesheet and all bills

If you have any questions, please let me know

Thanks,

Cristina Quintero



16401 Paramount Boulevard

Paramount CA 90723

Tel: [\(562\) 663-6850](tel:(562)663-6850) - Fax: [\(562\) 634-8216](tel:(562)634-8216)

## Cristina Quintero

---

**From:** Eric C. Shen, P.E., PTP <eshen@eco-rapid.org>  
**Sent:** Thursday, December 08, 2022 3:39 PM  
**To:** 'Cristina Quintero'; 'Kathryn Morrison'  
**Cc:** 'Toni Penn'  
**Subject:** RE: Konica Minolta report

Cristina – I am including Kathryn in the loop.

The copy should be moved to our physical location in Paramount.

The lease document should reflect the agency as the leasee. If a name must be associated with the lease document, please transfer it to my name.

For the remaining 8 months of lease, do we have any page cap? Also what is the end of term conditions? What is the exact date of lease end in August 2023?

Kathryn – please document these issues and resolve it as soon as you come onboard.

Thanks,

Eric

### Eric C. Shen, P.E., PTP, CPE

Executive Director  
Eco-Rapid Transit  
[eshen@eco-rapid.org](mailto:eshen@eco-rapid.org)  
(626) 698-9926 Mobile

---

**From:** Cristina Quintero <mcq@mkplanners.com>  
**Sent:** Thursday, December 8, 2022 3:12 PM  
**To:** Eric C. Shen <eshen@eco-rapid.org>  
**Cc:** 'Toni Penn' <tpenn@eco-rapid.org>; 'Michael R Kodama' <mkodama@eco-rapid.org>  
**Subject:** Konica Minolta report  
**Importance:** High

Eric, today I reviewed contract and had a conversations with Konica Minolta, regarding the pickup machine. I received a call from the lease company recently, and machine cannot be returned until August 2023.

The machine were lease for Eco-Rapid Transit and its under Michael Kodama's name.

The machine has a complete program to report copies and codes for every single project Eco-Rapid Transit have. At the end of the month that report tell us amount of copies in color and black for each project. Artesia don't cover expenses as miles and/or printer but Caltrans use to do it as WSAB, EJ, TLU, etc, all invoices we had in the past.

Those copies are charge to each project at the end of the month, so doesn't come from General funds only.

Please let us know where do you want the machine be moved and second remember the invoice have to continue be pay on time. I will include the link, login and password of Konica Minolta for printing invoices. The monthly charges include maintenance, an unlimited toner and replacements until August 2023.

Konica Minolta required to moved the machine, anybody else can move it, their policy. I can request to be move on beginning of January, please let me know where. I have to inform the company 2 weeks in advance to move the machine.

Thanks,

Cristina Quintero



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Paramount CA 90723  
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Attachment 2:  
ED letter to M. Kodama and C. Quintero (dated 1/10/2023)



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Vice Chair of the Board

**City of Downey**  
Hon. Claudia M. Frometa

**City of Glendale**  
(Vacant)

**City of Huntington Park**  
Hon. Karina Marcia

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
Hon. Maria Davila

**Burbank-Glendale-Pasadena  
Airport Authority**  
Hon. Frank Quintero

Executive Director  
Eric C. Shen, P.E., PTP, CPE

General Counsel  
Matthew T. Summers

Ex-Officio  
Ricardo Reyes  
City Manager Representative

Internal Auditor  
(Vacant)

January 10, 2023

VIA ELECTRONIC MAIL

Michael R. Kodama [mkodama@mkplanners.com](mailto:mkodama@mkplanners.com)  
Cristina Quintero [mcq@mkplanners.com](mailto:mcq@mkplanners.com)

**Re: Konica Minolta Copy Machine & Spectrum Internet Service**

Dear Michael and Cristina:

As Eco-Rapid Transit (“ERT”) undergoes transition from your service to the new management, we have been trying to comprehend the proper handoff of the Konica Minolta copy machine (the “copy machine”). After consulting with Matthew Summers, ERT’s General Counsel, we are providing this letter outlining our approach to address the lease payment and future location for this copy machine without ambiguity.

It is our understanding 1) that the copy machine is currently in your physical possession; 2) that the lease agreement for the copy machine is not with ERT, and rather is with *Michael R. Kodama Planning Consultants* — which is your firm. If any of the preceding is incorrect, please provide any, and all, approved board actions/reports that clearly authorized you to lease a copy machine under your name yet be reimbursed for the ongoing expenses.

ERT is not a party to the lease agreement for the copy machine and does not physically possess the copy machine. After evaluating our present and future administrative needs, we have concluded that inheriting an old a copy machine is not justified. As such, ERT refuses all transfers of the copy machine lease to its name; refuses all physical transfers of the copy machine to its office in the Gateway Cities Council of Governments; and refuses all payment for the copy machine. We expect you will handle any remaining matters under your lease.

Additionally, I understand you have invoiced ERT for Spectrum Internet service at your home office, explaining that the internet is necessary for the use of the copy machine. While we do not plan to seek any repayment for all the past payments from ERT to *Michael R. Kodama Planning Consultants* for the copy machine and Spectrum Internet, ERT unequivocally refuses to complete all remaining payment demands for invoices billed to you as ERT was not a party to either contract.

We appreciate your effort during the transition and request that all remaining ERT physical and digital records be dropped off to the office. I am confident we can work together professionally to manage this change.

Respectfully,

Eric C. Shen, P.E., PTP, CPE  
Executive Director

cc: ERT Board of Directors  
Matthew T. Summers, General Counsel  
Kathryn Morrison, Administrative Services Manager  
Toni Penn, Accounting Manager



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

- City of Artesia**  
Hon. Ali Sajjad Taj  
Chair of the Board
- City of Bell**  
Mr. Jesus Casas
- City of Bell Gardens**  
Hon. Alejandra Cortez  
Secretary of the Board
- City of Cerritos**  
Hon. Bruce Borrows
- City of Cudahy**  
Hon. Jose R. Gonzalez  
Vice Chair of the Board
- City of Downey**  
Hon. Hector Sosa
- City of Glendale**  
(Vacant)
- City of Huntington Park**  
Hon. Karina Marcia
- City of Maywood**  
Ms. Angelina Martinez
- City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board
- City of South Gate**  
Hon. Maria Davila
- Burbank-Glendale-Pasadena Airport Authority**  
Hon. Frank Quintero

- Executive Director  
Eric C. Shen, P.E., PTP, CPE
- General Counsel  
Matthew T. Summers
- Ex-Officio  
Ricardo Reyes  
City Manager Representative
- Internal Auditor  
(Vacant)

Attachment 3:  
M. Kodama public comment and follow-up email (dated 1/23/2023)



**From:** [Michael Kodama](#)  
**To:** ["Summers Matthew"](#); [Ali Sajjad](#)  
**Cc:** [eshen@eco-rapid.org](#); [ataj@cityofartesia.us](#); [Jose R. Gonzalez](#); [Isabel Aguayo](#); [Chris Jeffers](#); [Ricardo Reyes](#)  
**Subject:** Public Comment - January 23, 2023  
**Date:** Monday, January 23, 2023 9:42:42 PM  
**Attachments:** [Agree to pay and move to Paramount Dec 2022.pdf](#)  
[Email M Kodama to E Shen re copier Jn 2023.pdf](#)  
[ERT Decision Copier 20220110 vF.pdf](#)  
[Minolta contract 2012.pdf](#)  
[Minolta contract 2018.pdf](#)

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Chair Taj & Mr. Summers,

Here is the full text for the record (I shortened it as a courtesy to the Board of Directors). Please distribute this to the Board of Directors.

**Mr. Chair and Members of the Board of Directors,**

*Thank you very much for this opportunity to speak with you during public comment. I am bringing to your attention discussions and correspondence related to my photocopier lease for Eco-Rapid Transit. This expenditure was approved by the Chair in 2012 and again in 2018. The Board of Directors approved this expenditure as part of the FY 2022-23 budget under both general and project expenses.*

*I think this is a Board decision to decide if you want to reverse or change an agreement. It was always about getting the job done as best as possible under difficult circumstances. I paid for many monthly expenses and then was reimbursed.*

*For your information, approval was given to move the Konica Minolta photocopier to Gateway Cities COG. It was understood that the lease was effective until August, 2023 and that we were not able to terminate the lease without paying fees. Now there is an attempt to back out of the agreement.*

*At one time, we used the photocopier at Gateway Cities COG, but as you can imagine, we made a lot of copies for our Board meetings and to prepare reports for projects. In 2012, the decision was made to lease a copier for our use and since it was housed at my office in Burbank, it was difficult and impossible to get a lease in the name of Eco-Rapid Transit. So – we put it in my name. You can check with Karen Heit, Lillian Burkenheim and our long time Board Members for more information.*

*I think you need to think ahead and be aware that when you go back to regular in-person meetings, you will need a photocopier or have to go to an office supply place to make copies. We used to print packages for the Board, staff and public at 75 to 100 pages per board agenda before COVID and at 10 cents per copy you spend more than \$400.00 per month (this is why \$400 per month made sense).*

*Think of the cost for printing reports for the TOD Governance Plan and Caltrans Grant. Think of the printing costs related to outreach in Huntington Park, Artesia, South Gate and other cities in the corridor. Remember the cost of printing for the 2015 and 2018 Transportation Summit and you can see why having a printer is cost effective. Remember that the WSAB EIR was over 10,000 pages.*

*As you are aware, I have already moved to Kansas City – Cristina will be moving in February – so we would appreciate your immediate help to agendaize this item and either direct staff to: 1) continue to include the cost of the printer and move it to Gateway Cities or 2) work with one of your member*

*cities to take over the lease of \$400 per month plus moving fees until August 2023.*

*You can use it to make copies of WSAB documents for distribution to staff and community – this an eligible expense to your Gateway Cities COG Third Party Administration funds or your Measure R and Measure M funds – you can charge it to your existing projects; it does not have to come out of your general funds.*

*You have always done the right thing. Thank you for letting me take the time to bring this to your attention. I have copies of documents to submit to you and for inclusion as part of the public record. Thanks again for your prompt attention to this matter.*

As promised, here are copies of key documents for distribution to the Eco-Rapid Transit Board of Directors. Thank you for asking staff to bring it to you in February for consideration by the full Board of Directors.

Michael R. Kodama

\*\*\*NEW ADDRESS\*\*\*

3213 Mills Avenue  
Glendale CA 91214

911 Main Street, #1314  
Kansas City MO 64105



Cell: 818 468-8593

[mkodama@mkplanners.com](mailto:mkodama@mkplanners.com)



## Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME

MICHAEL R KODAMA PLANNING CONSULTANTS

STREET ADDRESS

2740 W MAGNOLIA BLVD STE 103

CITY

STATE

ZIP

PHONE\*

FAX

BURBANK

CA

91505-3049

818 846 6272

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

MCQ@MKPLANNERS.COM

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or [www.kmbc.konicaminolta.us](http://www.kmbc.konicaminolta.us).



Make/Model/Accessories (including Software, Firmware and Supplier's Upgrade/Upgrade)

Asset Invoice Information

Serial Number

Start Meter Read(s)

1 - BIZHUB C227 COPIER/PRINTER

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

## TERM AND PAYMENT SCHEDULE

TERM IN MONTHS

60

# of payments

60

Payment Frequency

☐ Quarterly ☒ Monthly

Payment Amount

(plus applicable taxes)

\$ 307.00

Advance Payment

(plus applicable taxes)

\$

Payment includes UNLIMITED B&amp;W pages per month

Overages billed QUARTERLY at \$ 0.00000 per B&amp;W page

Payment includes UNLIMITED Color pages per month

Overages billed QUARTERLY at \$ 0.00000 per Color page

☐ See attached Pool Billing Schedule

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

## CUSTOMER ACCEPTANCE

MICHAEL R KODAMA PLANNING CONSULTANTS

FULL LEGAL NAME OF CUSTOMER (as referenced above)

95-4182091

FEDERAL TAX ID. #

Michael Kodama

PRINT NAME

President

TITLE

7/6/2018

DATED

## CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantee that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions



## Order Package Acceptance Agreement

**Customer Name/Address:**

MICHAEL R KODAMA PLANNING CONSULTANTS  
2740 W MAGNOLIA BLVD STE 103  
BURBANK, CA 91505-3049

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00436259 time stamped 07/06/18 01:47 PM).

KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

**Authorized Customer Representative**

Name: Michael Kodama

(Please Print)

Signature: 

Title: office manager

Date: 7/6/2018

**KMBS Representative**

Name: Ana Mancinas

(Please Print)

Signature: 

Date: 7/6/2018

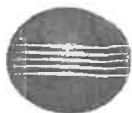
**KMBS Manager**

Name: John Lurie

(Please Print)

Signature: 

Date: 7/6/2018

For office use only (Check one): ☒ Branch ☐ WindsorS00109775  
09/26/12 04:18 pm

KONICA MINOLTA

## Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words you and your refer to the customer (and its guarantors). The words Lessor, we, us and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

## CUSTOMER INFORMATION

FULL LEGAL NAME

MICHAEL R. KODAMA PLANNING CONSULTANTS

STREET ADDRESS

2740 W MAGNOLIA BLVD STE. #103

CITY

STATE

ZIP

PHONE\*

FAX

BURBANK

CA

91505

818 846 6272

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

\*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

## CUSTOMER CONFIDENCE GUARANTEE

Konica Minolta Business Solutions agrees to maintain the Equipment in good operating condition providing necessary maintenance service and parts for routine repairs. If our Service Representative is unable to repair the equipment covered under this guarantee, we shall provide, at no charge, an equivalent replacement.



MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

1 - BIZHUB C224

☐ See attached schedule for additional Equipment / Accessories

## TERM AND PAYMENT SCHEDULE

36

Monthly Payments of \$

198.00

(mos.)

(plus applicable taxes)

Security Deposit \$

(plus applicable taxes)

Payment includes 0

B&amp;W pages per month

Overages billed MONTHLY at \$ 0.01635 per B&amp;W page

Payment includes 0

Color pages per month

Overages billed MONTHLY at \$ 0.09436 per Color page

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

## LESSOR ACCEPTANCE

Konica Minolta Premier Finance

DATED

LESSOR

SIGNATURE

TITLE

## CUSTOMER ACCEPTANCE

09/26/12

MICHAEL R. KODAMA PLANNING CONSULTANTS

DATED

FULL LEGAL NAME OF CUSTOMER (as referenced above)

SIGNATURE

TITLE

954-18-2091

Michael R. Kodame

FEDERAL TAX I.D. #

PRINT NAME

## CONTINUING GUARANTY

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those charges and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against you before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE

(NO TITLES)

DATED

See reverse side for additional terms and conditions



1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and add-ons referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the leased equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. The "Billing Date" of this Agreement will be the twentieth (20th) day following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease or (b) you do not purchase or return the Equipment, as specified in your notice, within 10 days after the end of the term. Lessee with \$1.00 purchase option will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wire only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS, IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU, IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and printheads. All supplies are the property of Supplier until used. If Your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, You agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 6 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignee) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignee) is the party to any service maintenance agreement.

4. **OWNERSHIP OF EQUIPMENT:** We are the Lessor of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

6. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. In that event you will be required to pay an additional amount each month for the insurer premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. You agree to cooperate with us, our administrative costs and other costs and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable laws.

11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set off that you may have against us whether or not you are notified of such assignment.

12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is more than 3 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer Confidence Guaranty; (b) retain your security deposit; (c) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of 4% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (d) require you to return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 6% per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. **SECURITY DEPOSIT:** The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

16. **LESSEE GUARANTY:** You agree to submit the original of the Agreement documents with the security deposit to the Lessor via overnight courier the same day of the facsimile or electronic mail transmission of the signed lease documents. Should we fail to receive these originals, you agree to bound by the faxed or electronically mailed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed or electronically mailed signed copy of this Agreement and the faxed or electronically mailed copy containing your faxed or scanned signature and our original signature shall be considered the sole original for all purposes, including without limitation, any enforcement action under paragraph 12.

17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 10% of the existing charge, or if less, the maximum amount permitted by applicable law.

18. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

24712 - 02/28/2011

## Cristina Quintero

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**From:** Michael Kodama <mkodama@mkplanners.com>  
**Sent:** Wednesday, January 04, 2023 5:38 PM  
**To:** eshen@eco-rapid.org; ataj@cityofartesia.us; Jose R. Gonzalez  
**Cc:** vote4quintero@aol.com; kmacias@hpca.gov; mdavila@sogate.org; Chris Jeffers; Bruce Barrows; 'Kodama, Cristina'; Toni Penn  
**Subject:** Konica Minolta

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Eric,

I see correspondence regarding the photocopy machine. This was approved in September 2012 and payments are in the budget. The lease is complete in August 2023. It was easier to have it in my name and Eco-Rapid Transit pay for the machine. Eco-Rapid Transit should continue to pay for the photo copy machine until the lease is complete in August. If you want to terminate the agreement and pick up costs, that is acceptable. Remember the machine will be moved to Gateway Cities on Monday. However, under no circumstances should this cost be passed on to me at this time.

If necessary – I will take this to the full Board of Directors.

Michael R. Kodama

\*\*\*NEW ADDRESS\*\*\*

3213 Mills Avenue  
Glendale CA 91214

911 Main Street, #1314  
Kansas City MO 64105



Cell: 818 468-8593

mkodama@mkplanners.com

Eco-Rapid Transit, formally known as the Orangeline Development Authority, is a joint powers authority (JPA). Its Board of Directors consists of the following public entities and primary representatives:

**City of Artesia**  
Hon. Ali Sajjad Taj  
Chair of the Board

**City of Bell**  
Mr. Jesus Casas

**City of Bell Gardens**  
Hon. Alejandra Cortez  
Secretary of the Board

**City of Cerritos**  
Hon. Bruce Borrows

**City of Cudahy**  
Hon. Jose R. Gonzalez  
Vice Chair of the Board

**City of Downey**  
Hon. Hector Sosa

**City of Glendale**  
(Vacant)

**City of Huntington Park**  
Hon. Karina Marcia

**City of Maywood**  
Ms. Angelina Martinez

**City of Paramount**  
Hon. Isabel Aguayo  
Treasurer of the Board

**City of South Gate**  
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Airport Authority**  
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General Counsel  
Matthew T. Summers

Ex-Officio  
Ricardo Reyes  
City Manager Representative

Internal Auditor  
(Vacant)

## AGENDA REPORT

TO: Members of Eco-Rapid Transit Board of Directors

FROM: Eric C. Shen, Executive Director 

DATE: March 23, 2023

SUBJECT: **ITEM 8: New Logo Ideas**

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

## RECOMMENDATION

Review five draft logos and select a preferred design

## ISSUES

In conjunction with the new webpage design, a few new logos have been prepared for the Board to review, comment, and give direction to staff to proceed.

## BACKGROUND

The “Orange” logo for Orangeline Development Authority first appeared on Board reports in 2005.



Figure 1: Circa 2005

Near the end of 2006, a new logo of high speedy Maglev with downtown LA skyline in the backdrop began to appear on Board agenda packages:



Figure 2: Circa late 2006



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In August 2010, “Orangeline Development Authority” began to be abbreviated as “OLDA” on Board agenda packages:



Figure 3: Circa mid-2010

By March 2013, “Eco-Rapid Transit” began to appear on Board agenda packages:



Figure 4: Circa early 2013

The current logo first appeared on Board agenda package on November 13, 2012:



Figure 5: Current logo first appeared in November 2012

As Eco-Rapid Transit evolves, it seems to be the right time to consider a new logo. The following five versions are intended for the Board to discuss and give direction on its preference. If the Board prefers to use the current logo instead, staff will cease further revisions to these concepts.

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*Figure 6: **Concept 1***

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*Figure 7: **Concept 2***

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Figure 8: **Concept 3**

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Figure 9: **Concept 4**

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Figure 10: **Concept 5**