



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:

**County of Los Angeles**  
Hon. Janice Hahn  
Supervisor, Forth District

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

**City of Bell**  
(Vacant)

**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 Macias

**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)

## ECO-RAPID TRANSIT

### BOARD OF DIRECTORS

### SPECIAL MEETING

June 28, 2023, Wednesday  
**6:00 PM** Pacific Daylight Time (PDT)

First Floor Conference Room, Clearwater Building  
[16401 Paramount Boulevard](#)  
[Paramount, California 90723](#)

TELECONFERENCE MEETING VIA [ZOOM](#) (NEW LINK)  
Meeting ID: 813 5448 0188  
Passcode: 553831

### 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).

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 item 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 June 14, 2023

### ACTION ITEMS

6. Options to restructure the Authority that achieve its mission at lower operating costs and membership dues



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*Recommended Actions: Direct staff to proceed with the preferred option and return to the Board in July through September 2023 for additional actions and approvals.*

## ADJOURNMENT

ERT BOD 20230628 SPECIAL MEETING AGENDA VF

**MINUTES OF THE REGULAR MEETING OF  
ECO-RAPID TRANSIT/ORANGELINE DEVELOPMENT AUTHORITY  
June 14, 2023  
In-Person Meeting**

**CALL TO ORDER**

Chair Taj called the meeting to order at 6:36 PM Pacific Daylight Time. A quorum (7 voting members out of 12 filled seats) was reached; thus, action items were taken by the Board.

**PLEDGE OF ALLEGIANCE**

Chair Taj led the assembly in the flag salute.

**ROLL CALL AND INTRODUCTION OF ATTENDEES**

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

1. City of Artesia – Hon. Ali Sajjad Taj, Chair
2. City of Huntington Park – Hon. Karina Macias, Director
3. City of Maywood - Ms. Angelina Martinez, Director
4. City of Paramount – Hon. Isabel Aguayo, Treasurer
5. City of South Gate – Hon. Maria Davila, Director
6. Airport Authority – Hon. Frank Quintero, Director
7. County of Los Angeles Supervisor Hahn’s Office – Luke Klipp, Director

Eco-Rapid Transit Staff:

8. Eric Shen, Executive Director
9. Matthew Summers, General Counsel
10. Thais Alves, Deputy General Counsel
11. Kathryn Morrison, Administrative Services Manager
12. Tianyi Wei, Graduate Student Intern
13. Bruno Naulls, Community Planner (attended remotely)

**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 May 10, 2023**

**MOTION:** Board Director Frank Quintero moved to approve the Consent Calendar. Director Luke Klipp seconded the motion. Director Davila abstained on item 5A.

## **ITEM 6 – WEST SANTA ANA BRANCH (WSAB) PROJECT - CORRIDOR GOVERNANCE PLAN**

***Recommended Action: Receive and accept the presentation of the Final Draft WSAB Corridor Governance Plan and consider two governance model alternatives to implement in the future.***

The Authority received a written comment from Metro WSAB Project team on May 9, 2023. Governance Project consultants, the City of Artesia, and the Authority met with Metro staff to incorporate the written comment into meeting package. No additional public comments were received during the meeting.

Executive Director Shen announced the final draft of the WSAB Corridor Governance Plan that was presented on April 12 and May 10, 2023. The authority need not be bound to one specific governance structure but will work with Metro to complete the grant-funded project.

Bruno Naulls, ERT Community Planner, introduced the Project and Project Consultants. LA Metro awarded the City of Artesia a \$180,000 grant to create a Governance Plan building upon the Transit Oriented Development Strategic Implementation Plan for the WSAB Project in September 2021. Ms. Karen Lee of Artesia is the Project Manager for the grant. HR&A Advisors was hired for the overall structure of the Plan and the Steer Group was hired to address corridor-wide parking challenges. An advisory group comprised of corridor cities (Huntington Park, Bell, Bell Gardens, Cudahy, Cerritos, Downey, Maywood, South Gate) was also formed to discuss possible governance structures and areas of concern. Deadline for the project is June 30, 2023.

Jane Carlson of HR&A Advisors introduced the Plan. HR&A and Eco-Rapid Transit met with corridor cities to understand opportunities or challenges and analyzed case studies to generate a proposed Governance Plan. Three main policy priorities include Economic Development, Parking & Transportation Coordination, and Corridor Coordination. Overall takeaways from case studies were the importance of shared goals, incentivizing participation, supplementing staff, and maintaining transparency.

Two model frameworks were presented to the Board. The I-5 JPA model would be a successful model for the WSAB governance committees and boards to emulate. The corridor cities would create a replica of the i-5 JPA model, comprised of a Parking Committee, Technical Advisory Group, Policy Board, and administrative group. Second alternative recommended to be a governance entity within Eco-Rapid Transit. A WSAB Committee/Fund, Technical Advisory Group, Parking Commission/Authority to be established along with a WSAB Manager.

Sarah McMinimy and Arushi Chopra of the Steer Group discussed an integrated approach to parking management that is cohesive with the entirety of the corridor and addresses the needs of member cities. Key feedback from member cities included parking demand reduction, sufficiency of parking availability, and parking optimization. Coordination among member cities to be crucial to advance economic development along the corridor while sharing risk. Appropriate governance support for coordinated parking management is crucial to address concerns set forth by member cities.

The presentation was opened to questions and comments from the Board.

Director Klipp (Los Angeles County) asked for clarification on what was meant by parking management and ERT's role within parking management. Sarah McMinimy clarified that parking management refers to the strategizing of parking in recognition parking demand patterns, in order to maximize available shared resources and minimize risk. The first governance option would comprise a parking subcommittee acting as an advisory role. The second option to be a Parking Authority with more jurisdiction.

Director Davila (South Gate) expressed her difficulty in hearing the audio of the presentation.

Director Klipp (Los Angeles County) recommended that the Board be presented with concrete examples of how the Governance Plan would be implemented. Director Martinez (Maywood) suggested the use of more visual aids to develop a better understanding of the Governance Plan.

Since this item is for receive and file, Executive Director Shen will ask the consultant team to reach out to city managers and ensure cities are aware of and concur with the final plan.

**MOTION:** Receive and file. The consultant team may be invited back to discuss further with the Board

#### **ITEM 7 – TREASURER'S REPORT DATED JUNE 14, 2023 AND WARRANT REGISTER AS OF MAY 31, 2023, AND PAYMENT DEFERMENT**

***Recommended Action: Approve Treasurer's Report dated June 14, 2023 and Warrant Register as of May 31, 2023, and defer all 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 thanked Vice Chair Gonzalez (Cudahy) and Treasurer Aguayo (Paramount) for completing bank signature cards. He reported that Automated Clearing House will be used moving forwards to maximize cost-effectiveness. He opened the meeting to questions for the Board.

Director Klipp (Los Angeles County) inquired if the entirety of the grant for the Parking Management Study was received. Executive Director Shen provided that the money will be in the form of a reimbursement. He also provided that the Authority is working with the City of Bell, Artesia, Huntington Park, Glendale, and Los Angeles County on membership dues.

**MOTION:** Board Director Maria Davila moved to approve the Item. Director Frank Quintero seconded the motion. The item was approved unanimously by roll call vote.

#### **ITEM 8 – PROPOSED FY2023/24 OPERATING BUDGET AND RELATED CONSIDERATIONS**

***Recommended Actions: Review the proposed FY2023/24 Operating Budget, consider viable options; and direct staff to implement necessary steps.***

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

Executive Director Shen provided an overview of finances and projected bank balance through June 30. Monthly basic operating expenses through the end of the FY2022-23 amount to \$65,000. Changes to regular expenses incurred were made through changes in payment methods from the General Counsel and administrative expenses. He highlighted the notable expense for the auditing for three fiscal years that was completed.

Assuming all advanced membership dues are collected, \$26,000 dollars would be available from remaining balance for the upcoming fiscal year. Based on the projected operating expenses for FY2023/24 of \$297,320, an additional \$276,960 in supplemental member dues would be needed. Staff presented three options to achieve the financial objective.

The first to apply the proportional share of membership percentage in FY2022-23 to the new fiscal year with the exclusion of the City of Downey. The second option to apply a flat fee of \$10,000 on every member agency, then split remaining balance proportionally. The third option to apply a flat fee of \$5,000 on every member agency, then split the remaining balance proportionally. Alternatives for discussion include further cost reductions, pro bono services through member cities' resources, or restructuring the Authority. He reminded the Board of the urgency of the matter, as funds would be exhausted as soon as August 1, 2023.

He also noted that the City of Downey opted out of renewal of membership.

Director Klipp (Los Angeles County) and Executive Director Shen clarified that future fiscal year expenditure plans would still face deficit issues without increased membership dues. He brought attention to the Board the viability of a governance format like the Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments as the successive entity for the dissolved Alameda Corridor East Construction Authority back in 2018.

Director Davila (South Gate) recommended that the issue be brought forth directly to City Managers.

Director Quintero (Airport Authority) and Director Klipp (Los Angeles County) noted that possible actions moving forwards include additional cash infusions, reducing level of service, or retain the JPA but limit operations.

The Board directed Executive Director, Eric Shen to meet with the new Gateway Cities COG to discuss the JPA becoming a part of the COG and the governance structure. Also, discussing what amount it would take to merge these entities. Another idea discussed was an option to keep the JPA dormant. The Executive Director to report back with the expected costs and costs for transition. A special meeting to be held on June 28, 2023 to further discuss the topic.

**MOTION:** Board Director Luke Klipp moved to approve the Item. Director Maria Davila seconded the motion. The item was approved unanimously by roll call vote.

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

Executive Director Shen introduced the summer intern Ms. Tianyi Wei, a Master of Transportation Engineering student at UC Berkely. Ms. Wei further introduced herself to the Board.

He also informed the Board that Metro has allocated additional budget for the Authority to assist in community outreach and rebranding of the WSAB Project.

#### **ITEM 10 – CHAIR’S COMMENTS**

Chair Taj reminded an in-person Special Meeting will be held on Wednesday June 28, 2023 at 6pm and the monthly regular meeting on Wednesday July 14, 2023 in Clearwater Building in Paramount.

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

Director Klipp reminded the Board of a Metro meeting to be held.

#### **ITEM 12 – ADJOURNMENT**

The Board Meeting was adjourned at 8:43 PM Pacific Daylight 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: June 28, 2023

SUBJECT: **ITEM 6: OPTIONS TO RESTRUCTURE THE AUTHORITY THAT ACHIEVE ITS MISSION AT LOWER OPERATING COSTS AND MEMBERSHIP DUES**

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

## RECOMMENDATION

Direct staff to proceed with the preferred option and return to the board in July through September 2023 for additional actions and approvals.

## ISSUES

At its June 14, 2023 meeting, the Board discussed the proposed FY2023/24 Operating Budget and possible options to fund the Authority as a standalone entity. Due to the significant fiscal impact on each member agency, the Board directed staff to explore restructuring the Authority. The Board asked Executive Director to meet with the newly appointed Gateway Cities COG (GCCOG) Executive Director and discuss options for merging the Authority with GCCOG then report back with the expected costs and costs for transition.

The newly appointed GCCOG Executive Director will begin his tenure in mid-July. Any formal actions considered by the Authority and GCCOG boards would be unlikely to begin until September 2023. Meanwhile, the Authority cannot operate without an approved operating budget for the new fiscal year and sufficient balance in the bank to pay its ongoing expenses.

Four options are presented to the Board for discussion. After discussion, the Board is recommended to decide on one specific option and instruct staff to proceed accordingly.

## BACKGROUND

On June 2, 2023, Executive Director presented a proposed operating budget and discussed several options to assess additional membership dues for the new fiscal year to the Budget Subcommittee. While the near-term fiscal crisis was addressed by the partially collected FY2023/24 membership dues between March and May, the Board must still decide on the



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most realistic and equitable approach to raise additional \$276,960 to sustain the Authority's basic operations through June 30, 2024. The Board directed staff to meet with the newly appointed Gateway Cities COG Executive Director to discuss the joint powers authority (JPA) becoming a part of the COG and the governance structure. The Board also directed Executive Director to report back with the expected costs and costs for transition. Executive Director has reached out to the newly appointed GCCOG Executive Director and is waiting to set up a meeting in the very near-future. Additionally, Executive Director has informed all member agencies' city managers regarding the Authority's budgetary constraints and possible restructuring.

## **1: UNDERSTANDING THE PAST AND CURRENT FINANCIAL PRACTICE**

Since its establishment more than two decades ago, the Authority has gone through numerous fiscal challenges and overcome "present debts" with its "future" membership dues. As explained in recent reports to the Board, in early 2023 the Authority no longer has options to avoid addressing its recurrent negative cash flow due to inadequate annual membership dues. In January 2023, the Board was presented with options to either assess all member agencies with a one-time payment or to increase membership dues. After lengthy discussions, the Board decided to ask all member agencies to pay FY2023-24 membership dues in advance while seeking other opportunities to reduce costs.

## **COSTS TO OPERATE AND OPPORTUNITIES FOR SAVINGS**

**COSTS:** As a JPA, the Authority is run by contracted staff, including Executive Director, Administrative Services Manager, Accounting Manager, and supported by a contracted legal advisor (General Counsel's Office). Recently the City of South Gate agreed to assume the fiduciary responsibility and provide pro-bono financial oversight. Pursuant to the JPA Agreement, annual financial audit shall be performed by an independent audit.

**REVENUES:** The sole source of revenue to operate the Authority is through its annual membership dues. When the Authority pursues and conducts a grant-funded study either as lead agency or as a consultant for its member agency, the professional work is then carried out by contracted professional(s). In the past, the Authority did not aggressively invoice granting agencies at industry-acceptable fully burdened labor rates. Thus, most contracted professionals' work would not result in significant "revenues" to offset the operating costs. Furthermore, with a few exceptions, the Authority must pay for incurred expenses then seek reimbursements. Typically, the Authority would wait for at least 90 days, sometimes as long as 180 days to receive reimbursement for each grant-funded invoice. As seen in the past practice, the Authority often found itself trying to overcome cash flow challenges from month to month due to pending reimbursements.

**HARD COSTS:** As a public entity, the Authority is obligated to conduct meetings, maintain records, perform accounting, and conduct audits. Routine legal advice is provided by contracted General Counsel Office. In FY2022/23, approximately 5% of operating cost



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was for the professional and general liability insurance premiums. Other hard costs for recurrent webhosting and facility rental are contained at minimum level.

## **2. OPPORTUNITIES FOR COST SAVINGS AND POTENTIAL DRAWBACKS:**

While not desirable, the Authority may consider operating its routine functions with a combination of pro-bono services or consolidation of responsibilities.

1. Executive Director to perform administrative functions thus reducing the Administrative Services Manager's labor hours
2. Accounting services to be carried out by a member agency
3. Legal advice to be served by pro-bono legal firm/city attorney of a member agency

Should the Board decide to maintain the Authority as a standalone entity with some forms of consolidated functions or pro-bono work by member agencies to reduce its operating cost, such approach would require additional coordination and management by the lead staff of the Authority (i.e. Executive Director). At the end, the amount of effort and costs may exceed the limited savings.

## **3. OPTIONS TO RESTRUCTURE THE AUTHORITY**

As the Board considers restructuring the Authority to become more financially affordable yet functionally effective, the Board is advised to decide whether to terminate the JPA completely or to keep the JPA dormant. If the Board decides to terminate the JPA on a specific date, staff will develop a detailed work plan and identify associated costs to be shared by each member agency. However, if the Board decides to keep the JPA dormant after transitioning to a new governance structure, the on-going costs associated with its administrative requirements as a public entity could only be estimated at this moment.

The Board is advised to consider the following four options then select one (and/or with additional instructions) for staff to proceed in the next 60-90 days.

**Option 1:** Terminating the JPA while working with the GCCOG Board to form a new committee-level entity that focuses on advocating the West Santa Ana Branch (WSAB) Project.

**Option 2:** Terminating the JPA without creating a new entity to continue its advocacy for the WSAB Project.

**Option 3:** Working with GCCOG Board to form a new committee-level entity that focuses on advocating the WSAB Project at the same time keeping the JPA dormant.

**Option 4:** Keeping the JPA dormant but without creating a new entity to continue its advocacy for the WSAB Project.

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## **4. TERMINATING OR KEEPING THE AUTHORITY: PROS AND CONS**

### **Options 1 and 2: Terminating the Eco-Rapid Transit JPA completely:**

#### **Pros:**

- (a) **Cost Savings:** It eliminates ongoing operational and administrative costs.
- (b) **Clear Closure:** It provides a clear and definitive closure, avoiding confusion or ambiguity regarding the Authority's status. It allows for a fresh start and the opportunity to explore alternative solutions or collaborations that may better suit the current needs and goals.

#### **Cons:**

- (a) **Loss of Established Infrastructure:** Terminating the JPA means losing the established work completed and network. If there is a future need for similar JPA, creating a new authority will consume significant time, effort, and financial investment.
- (b) **Disruption to the Established Collaboration:** It may disrupt the relationships and collaborations with long-standing member agencies, LA Metro, Caltrans, and other partner organizations.

Section 5 will further discuss key activities and milestones if the JPA is terminated.

### **Options 3 and 4: Keeping the Eco-Rapid Transit JPA dormant:**

#### **Pros:**

- (a) **Future Potential:** By keeping the JPA dormant, there is a possibility of reactivating it if circumstances change or if there is a renewed need for its services. This allows for flexibility and the potential to resume operations without having to go through the process of creating a new authority from scratch.
- (b) **Minimal Administrative Burden:** Keeping the JPA dormant would involve minimal administrative and operational tasks. This can save resources and prevent unnecessary costs. However, the on-going administrative costs to run a dormant operation may not be fully realized initially.

#### **Cons:**

- (a) **Financial Obligations:** Even if the JPA is dormant, there will be financial obligations or liabilities associated with it. Failure to manage these obligations properly may result in financial burdens over time.
- (b) **Role and Responsibility:** While dormant, the JPA would still need to be led by a designated point of contact with authority to submit reports, maintain records, respond to inquiries, and monitor basic expenditures. The dormant

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status may prevent the JPA from adapting to changing needs or taking advantage of potential opportunities.

The dormancy options will require further examination, including the minimum obligatory functions (administrative, financial, and legal) for an inactive public agency. At this moment staff do not have sufficient information to provide estimates on costs nor the level of effort involved.

Ultimately, the decision to keep the Authority dormant or terminate it completely depends on the Board's collective agreement. Careful evaluation of the pros and cons will help determine the most appropriate course of action.

## **5. FINANCIAL OBLIGATION TO CLOSE OUT UPON TERMINATION**

If the Board decides to proceed with options 1 or 2 that involves the termination of the JPA, staff recommend the following actions to be taken in the next 60-90 days in accordance with the steps outlined in *Section 3.2(i) Termination of Authority* of the JPA Agreement, 5<sup>th</sup> Amendment (see ATTACHMENT):

- June 26 – December 31, 2023 – Complete audits for FY2020-2023 (mandatory)
- July 12, 2023 – The Board formally initiates the termination process through resolution and votes. The tentative end of normal operations could be set for September 30, 2023. The Board also adopts a revised Operating Budget through the Close Out.
- August 9 or September 13, 2023 – Pending the discussion with GCCOG, the Board may consider adopting a resolution or Memorandum of Understanding (MOU) for transitioning to a new entity.
- September 30, 2023 – The Authority formally seizes normal operations and begins final close out on all pending invoices, agreements, and professional service contracts (PSAs). The Board may decide to enter a limited PSA with the current Executive Director, or Administrative Services Manager, or someone else to complete the Close Out.

It should be noted that if the JPA is set for termination, the current management team, including Executive Director, Administrative Services Manager, Accounting Manager, Program Manager and General Counsel's Office, is committed to wrap up all work expeditiously and minimize the Authority's risk exposure.

ATTACHMENT: Joint Powers Agreement, 5<sup>th</sup> Amendment, dated December 15, 2005



Connecting its cities via environmentally effective rapid transit

Eco-Rapid Transit, formerly 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. 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)

ATTACHMENT:

Joint Powers Agreement, 5<sup>th</sup> Amendment, filed on July 5, 2018



State of California  
Secretary of State

FILE NO. \_\_\_\_\_

**AMENDMENT OF A JOINT POWERS AGREEMENT**

(Government Code section 6503.5)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at [www.sco.ca.gov](http://www.sco.ca.gov).

(Office Use Only)

Date of filing initial notice with the Secretary of State: December 15, 2005

File number of initial notice: 1960

Name of the agency or entity created under the agreement and responsible for the administration of the agreement:  
Orangeline Development Authority

Agency's or Entity's Mailing Address: 16401 Paramount Boulevard, Paramount, CA 90723

Title of the agreement: Orangeline Development Authority Fifth Amended Joint Exercise of Powers Agreement

Complete one or more boxes below. The agreement has been amended to:

☒ Change the parties to the agreement as follows: recognizes the City of Bell as a charter city and Bell Gardens as a general law city

☐ Change the name of the administering agency or entity as follows: \_\_\_\_\_

☒ Change the purpose of the agreement or the powers to be exercised as follows: adds authority for the city members to appoint alternatives who are either city employees or residents

☐ Change the short title of the agreement as follows: \_\_\_\_\_

☐ Make other changes to the agreement as follows: \_\_\_\_\_

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME Matthew T. Summers, Esq.  
ADDRESS 790 E. Colorado Blvd., Suite 850  
CITY/STATE/ZIP Pasadena, California 91101

7/5/18  
Date

Matthew T. Summers  
Signature

Matthew T. Summers, Assistant General Counsel  
Typed Name and Title

**ORANGELINE DEVELOPMENT AUTHORITY**

**AMENDED AND RESTATED**

**JOINT EXERCISE OF POWERS AGREEMENT**

**(FIFTH AMENDMENT)**



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**ORANGELINE DEVELOPMENT AUTHORITY  
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT  
(FIFTH AMENDMENT)**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (FIFTH AMENDMENT) (this "Agreement"), is made and entered into by and between those public entities (collectively "Members") whose names are set forth on Exhibit A attached hereto who have authorized and executed this Agreement pursuant to Section 6500 et seq. of the California Government Code and other applicable law as of the \_\_\_\_ day of \_\_\_\_\_, 2014

**WITNESSETH**

WHEREAS, the Members are each authorized and empowered to plan, finance, acquire, and construct and operate transportation facilities and issue bonds to provide the funds therefore; and

WHEREAS, the Members are authorized and empowered to enter into public-private partnerships pursuant to which revenue-generating public accommodations, infrastructure, and services can be designed, funded, constructed, and operated; and

WHEREAS, the Act provides that two or more public agencies may by agreement jointly exercise any powers common to the parties to the agreement and may by that agreement create an entity which is separate from the parties to the agreement; and

WHEREAS, the parties to this Agreement have each determined that an agency for the joint exercise of their common powers shall be formed to exercise their respective powers for the purpose of establishing one or more public-private partnerships to plan, finance, acquire, construct and operate transportation facilities adjacent to or within the boundaries of the Members and

WHEREAS, the Members desire to amend this Agreement to permit any joint powers or other governmental or county agencies within the Sphere of Influence of the Orangeline, to become members of the Orangeline Development Authority; and

WHEREAS, by this Agreement, the Members desire to create and establish the Orangeline Development Authority for the purposes set forth herein and to exercise the powers described herein and as provided by law.

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

## ARTICLE I DEFINITIONS

Section 1.1 Definitions. For the purposes of this Agreement, the following words shall have the following meanings:

“Act” means the Joint Exercise of Powers Act of the State of California, California Government Code Sections 6500-6599.2, inclusive, as it now exists or may hereafter be amended.

“Agreement” means this Joint Exercise of Powers Agreement.

“Authority” means the Orangeline Development Authority.

“Board of Directors” or “Board” means the governing body of the Authority.

“Bonds” means bonds, notes or other obligations of the Authority issued pursuant to any provision of law which may be used by the Authority for the authorization and issuance of bonds, notes or other obligations.

“CEQA” means the California Environmental Quality Act, contained in the California Public Resources Code, Section 21000 et seq., together with the State CEQA Guidelines, 14 CCR §15000 et seq., as they now exist or may hereafter be amended.

“Director” means any person serving as the representative of a Member on the Board.

“Fiscal Year” means July 1<sup>st</sup> to and including the following June 30<sup>th</sup> or such other period as the Board may specify by resolution.

“Member” means a public agency that is a party to this Agreement.

“NEPA” means the National Environmental Policy Act, contained in 42 U.S.C. Section 4321 et seq., as it now exists or may hereafter be amended.

“Orangeline” or “Eco-Rapid Transit” means 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 and maximize ridership throughout Southern California.

“Orangeline Project” means the activities required to plan, put in place, maintain and maximize the benefits of, the Orangeline.

“Party” means a Member.

“Sphere of Influence” means an area that: 1) is within one mile of the right-of-way of the Orangeline; or 2) is within a distance of the right-of-way from which people will travel to use the

Orangeline as determined by the Board; or 3) is within an area that is directly or indirectly influenced by or has an influence upon the Orangeline as determined by the Board.

## ARTICLE II

### GENERAL PROVISIONS

Section 2.1 Creation of Authority. Pursuant to Section 6502 of the Act, there is hereby created a public entity separate and independent from the Parties hereto, to be known as the "Orangeline Development Authority."

(a) Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by California Government Code Section 6503.5.

(b) Within ten (10) days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, its Members and Directors required by California Government Code Section 53051 to be filed with the office of the California Secretary of State and with the County Clerk of each county in which the Authority maintains an office, and within ten (10) days after any amendment which makes any change in the facts required to be stated pursuant to Subdivision (a) of such Section, a statement of such facts also shall be filed as provided therein.

Section 2.2 Purpose. The purpose of the Authority is to pursue its stated objective to use the common powers of its Members 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.

## ARTICLE III

### POWERS

Section 3.1 General Powers. The Authority shall have the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Authority, including but not limited to the powers to:

- (a) pursue development of a transit system that moves as rapidly as possible, uses grade separation as appropriate, and is environmentally friendly and energy efficient; and
- (b) seek, receive and administer funding from any available public or private source, including grants or loans under any available federal, state and local programs for assistance in achieving the purposes of the Authority; and
- (c) contract for the services of engineers, attorneys, planners, financial and other necessary consultants or entities; and
- (d) make and enter into any other contracts; and

- (e) employ agents, officers and employees; and
- (f) acquire, lease, construct, own, manage, maintain, dispose of or operate (subject to the limitations herein) any buildings, works or improvements; and
- (g) acquire, hold, manage, maintain, or dispose of any other property by any lawful means, including without limitation gift, purchase, eminent domain, lease, lease-purchase, license or sale; and
- (h) incur all authorized debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation, bonds authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, California Government Code Sections 6584 et seq. (as it now exists or may hereafter be amended) or any other legal authority common to the Members and such other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement, subject to the limitations herein; and
- (i) receive gifts, contributions and donations of property, funds, services and other forms of financial or other assistance from any persons, firms, corporations and governmental entities; and
- (j) sue and be sued in its own name; and
- (k) seek the adoption or defeat of any federal, state or local legislation or regulation necessary or desirable to accomplish the stated purposes and objectives of the Authority; and
- (l) adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority; and
- (m) to invest any money in the treasury pursuant to California Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code as it now exists or may hereafter be amended; and
- (n) to carry out and enforce all the provisions of this Agreement; and
- (o) exercise all other powers not specifically mentioned herein, but common to Members, and authorized by California Government Code Section 6508.

### Section 3.2 Specific Powers.

#### (a) Financial.

- (1) Annual Budget. The Board shall adopt an annual budget for the ensuing fiscal year by a two-thirds (2/3) vote of the Board.

(2) Accounts. All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with the generally accepted accounting principles applicable to governmental entities, with strict accountability of all funds. All revenues, expenditures and status of bank accounts and investments shall be reported to the Board as frequently as the Board shall direct and, in any event, not less than annually, pursuant to procedures established by the Board.

(3) Expenditures Within Approved Annual Budget. All expenditures within the limitations of the approved annual budget shall be made upon approval of the Executive Director in accordance with the rules, policies and procedures adopted by the Board. However, no expenditure shall be made for the purpose of purchasing or otherwise acquiring real property without prior approval of the Board by the representatives of not less than two-thirds (2/3) of the Members. No expenditures in excess of those budgeted shall be made without the approval of an amended annual budget by the Board pursuant to paragraph (1) of this Section.

(4) Disbursements. Warrants shall be drawn upon the approval and written order of the Board and the Board shall requisition the payment of funds only upon approval of claims, disbursements and other requisitions for payment in accordance with this Agreement and other rules, regulations, policies and procedures adopted by the Board.

(5) Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, the County Auditor in each county in which a Member is located, and shall be provided to each Member no later than fifteen (15) days after receipt of such audit reports by the Authority. In any fiscal year during which the Authority has gross revenues of less than \$250,000 the Board may, in its discretion, dispense with such an audit, and instead rely on such other financial review by the Authority's staff or other reviewers as the Board shall deem prudent.

(6) Securities. The Authority may use any statutory power available to it under the Act and any other applicable laws of the State of California, whether heretofore or hereinafter enacted or amended, for issuance and sale of any revenue bonds or other evidences of indebtedness necessary or desirable to finance the exercise of any power of the Authority, and may borrow from any source including, without limitation, the federal government, for these purposes.

(7) Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the Members, although a Member may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of the Authority, as authorized by California Government Code Section 6508.1.

(8) Hold Harmless and Indemnification. To the fullest extent permitted by law, each Member agrees to save, indemnify, defend and hold harmless the Authority and all other Parties from any liability, claims, suits, actions, arbitration proceedings,



administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are any way attributable in whole or in part, to negligent acts or omissions of the indemnifying Party or its employees or agents, except when acting within the scope of their authority as employees or agents of the Authority. Where the Authority, or its Parties, in their capacities as Members or agents or employees of the Authority, are held liable for injuries to persons or property, including death, the liability of each Party for contribution or indemnification for such injuries shall be determined by agreement among the Parties or a court of competent jurisdiction, and the Party responsible for liability to the others will indemnify the other Parties to this Agreement for the percentage of liability determined as set forth therein. In the event of liability imposed upon the Authority, or any of its Parties, for injury or death which is caused by the negligent or wrongful act or omission of any Party in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for such negligent or wrongful act or omission shall be limited to one hundred dollars (\$100). The Party or Parties directly responsible for such negligent or wrongful acts or omissions shall defend, indemnify and hold the Authority and all other Parties harmless from any liability arising out of such wrongful act or omission.

In no event, however, shall the indemnification of an employee or former employee of the Authority or Member exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

- (b) **Condemnation.** The Authority shall have the power to exercise any available eminent domain power of its Members, upon approval of (i) two-thirds (2/3) of the entire membership of the Board, and (ii) the concurrence of the governing body of any Member(s) within the boundaries of which the real property is to be acquired.
- (c) **Parkland Maintenance.** The Authority shall maintain all parkland and open space installed or constructed within the right-of-way of the Orangeline.
- (d) **Manner of Exercise.** For purposes of California Government Code Section 6509, the powers of the Authority shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed upon the City of Artesia, a general law city, provided, however, that if the City of Artesia shall fail or cease to be a Member, then the Authority shall be restricted in the exercise of its powers in the same manner as the City of Bell Gardens, a general law city.
- (e) **Compliance with CEQA and NEPA.** The Authority shall comply with all requirements of CEQA and NEPA as a condition precedent to its commitment to carry out any obligation under this Agreement for which such compliance is required. However, the execution of this Agreement does not constitute a project or approval of any commitment to carry out any project as those terms are used in CEQA and NEPA.

(f) Contributions. Individual Members may contribute funds, personnel and equipment to the Authority in furtherance of the purposes of the Authority set forth herein. Pursuant to Government Code Sections 6504, 6512.1 and related provisions, the Authority is empowered after the issuance of bonds or receipt of funds from any other source, to reimburse such Members for such contributions.

(g) Expulsion. A Party may be expelled from the Authority for violation of this Agreement, upon a vote of three-fourths (3/4) of the entire membership of the Board (excluding the vote of the Party to be expelled), after the Board has given thirty (30) days' written notice to the Party to be expelled of the Authority's intention to expel that Member if the violations of this Agreement identified in the notice are not cured or, if the cure cannot by its nature be completed within thirty (30) days, commenced within that notice period and diligently pursued to completion. Any Party that fails to execute any amendment to this Agreement within thirty (30) days after execution by the last Member required for approval of such amendment by Section 5.1 of this Agreement, shall be deemed to be expelled on the thirty-first (31st) day after such execution.

Expulsion of a Party shall not relieve the expelled Party of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such expulsion. However, such expulsion shall result in the forfeiture of all rights and claims of the expelled Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority. The Members agree that the liquidated damages provided by this paragraph are necessary and appropriate because the furtherance of the Orangeline Project is a complex venture, which will require sustained, collective effort over a period of years. If a Member fails to fulfill its commitment to the other Members to accomplish the mission of constructing, developing and maintaining the Orangeline, there will be real and substantial injury to the success of the project and to the other Members, which injury is necessarily difficult to quantify. Accordingly, the Members agree the provision of this paragraph and of paragraph (h) below constitute an appropriate measure of the damages an early withdrawal will cause.

(h) Withdrawal. Any Party may withdraw from the Authority at any time, for any reason, by giving written notice to the Board of its intention to do so thirty (30) days prior to the effective date of that withdrawal.

Withdrawal of a Party, however, shall not relieve it of any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Party to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority.

(i) Termination of Authority.

(1) Causes. The Authority shall terminate, and its assets be distributed in accordance with the provisions of this Agreement, upon the unanimous vote of its Members or at such time as there shall be only one Member remaining.

(2) Limitations

a. No termination of the Authority shall occur until all of its debts, liabilities, and obligations, including issuance and sale of bonds, notes, certificates of participation and other evidences of indebtedness described in Section 3.2(a)(6) of this Agreement are paid or adequate provision for such payment is made in accordance with the resolution of the Authority authorizing issuance and sale thereof.

b. No termination of the Authority shall occur which constitutes or will necessary cause a material breach of any contract or agreement entered into by the Authority.

c. No termination of the Authority shall occur which adversely affects the operation, repair, maintenance, improvement or administration of any facility then owned, leased, permitted, licensed or otherwise controlled by the Authority.

d. No termination of the Authority shall occur which is prohibited by law.

(3) Distribution of Funds and Property. Upon termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions or in-lieu contributions made or given to the Authority by such Members, and then distributed to all Members in proportion to the contributions to the Authority by the Members. Alternatively, the Board, by a vote of 2/3 of its entire membership, may distribute the assets of the Authority to another public or private non-profit agency capable of using the assets of the Authority for the benefit of the public.

#### ARTICLE IV

#### ORGANIZATION

Section 4.1 Members. The Members of the Authority shall be the Members described in the introductory paragraph of this Agreement, and any public agency whose territory lies within the Sphere of Influence of the Orangeline, and which is subsequently added as a Member by approval of the agency's governing body and by the Board of Directors, and which has executed this Agreement and all subsequent amendments, and has not withdrawn nor been expelled thereafter.

(a) Admitting Eligible Public Entities.

(1) Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall become Members by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity and 2) executing this Agreement and 3) paying in full all dues owed for the then current fiscal year.

(2) Dues shall be established annually by the Board. The dues to be paid by Los Angeles County and Orange County (the "Counties") will be based upon the number of Directors the Counties appoint, with separate dues to be paid for each Director appointed, up to a total of three per County. The Counties, in their sole discretion, may appoint fewer than three Directors and subsequently increase their representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the County. The dues to be paid by the City of Los Angeles will be based upon the number of Directors the City of Los Angeles appoints, with separate dues to be paid for each Director appointed, up to a total of six. The City of Los Angeles, in its sole discretion, may appoint fewer than six Directors and subsequently increase its representation by one or more additional Directors contingent only on payment in full of all dues for the then current fiscal year at the time that any additional Director commences representation of the City of Los Angeles.. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date of the last amended Agreement. No vote of the Board of Directors shall be required to admit an Eligible Public Entity.

#### Section 4.2 Board

##### (a) Composition

(1) The Board shall consist of one person designated as a Director by each of a maximum of three Supervisorial Districts of each County choosing to participate, one person designated as a Director by the Mayor of the City of Los Angeles and one person designated by each of a maximum of five Council Districts of the City of Los Angeles choosing to participate and one person designated as a Director by the governing body of each of the remaining Members, as well as non-voting representatives of the California Department of Transportation, Southern California Association of Governments, Los Angeles County Metropolitan Transportation Authority and the Orange County Transportation Authority, and other agencies as determined by the Board. Each Member shall also appoint one or more Alternate Directors.

(2) All Directors shall be current members of the governing body of their appointing Member with the exception of the Directors of the Counties, the City of Los Angeles and the Burbank-Glendale-Pasadena Airport Authority. The Directors and Alternate Directors from the Counties and the City of Los Angeles shall be employed by or reside in the Supervisorial District or Los Angeles City Council District by whom they were appointed. The Directors and Alternate Directors from the Burbank-Glendale-Pasadena Airport Authority shall be employed by the Authority or reside within the territorial jurisdiction of the airport authority. The Alternate Directors from the remaining City Members shall be employed by or reside in the City by whom they were appointed. Directors and Alternate Directors shall serve during the pleasure of their respective appointing authorities and during that pleasure shall hold office for a period of one year, concurrent with the

Authority's fiscal year, and thereafter until their successors are selected and qualified (unless a Director or Alternate Director ceases to qualify for service, as by loss of elective office). Any vacancy caused by a Director or Alternate Director ceasing to serve on the body which appointed him or her or otherwise shall be filled in the same manner as the original appointment. Nothing in this Agreement shall bar the reappointment of a Director or an Alternate Director to successive terms provided that the Director or Alternate Director continues to be qualified to serve.

(b) Compensation and Expense Reimbursement

All Directors and Alternate Directors on the Board shall receive a stipend per meeting attended as the Member's voting representative upon a vote of the Board to authorize such stipends. Each Director and Alternate Director on the Board shall be reimbursed for reasonable and necessary expenses actually incurred in the conduct of the Authority's business, pursuant to an expense reimbursement policy established by the Board prior to such expenses being incurred.

(c) Voting

(1) Required Vote. All actions of the Board shall be by vote of the representatives of a majority of Directors or Alternate Directors present and voting, except as otherwise specifically provided herein.

(2) Proxy and Absentee Votes. Directors and Alternate Directors may not cast proxy or absentee votes. Each Director shall have an equal vote. Each Alternate Director shall have one vote only during the absence of the Director for whom he or she serves as an Alternate Director.

(d) Political Reform Act

Directors and Alternate Directors shall be considered "public officials" within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The Authority shall adopt a conflicts of interest code in compliance with the Political Reform Act.

(e) Levine Act

Directors and Alternate Directors are "officials" within the meaning of California Government Code Section 84308 et seq., commonly known as the "Levine Act," and subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

(f) Principal Office

The principal office of the Authority shall be established or moved to any place in Los Angeles County or Orange County by resolution of the Board.

(g) Meetings

(1) Time and Place. The Board shall meet at the principal office of the Authority, or at such other place designated by the Board if notice is provided in the manner of notice of an adjourned meeting under the Ralph M. Brown Act, California Government Code Section 54950 et seq. The time and place of regular meetings of the Board shall be designated by resolution adopted by the Board. Notice shall be furnished to each Member at least three (3) days prior to the next meeting. At least one regular meeting shall be held each year.

(2) Call and Conduct. All meetings of the Board shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act and other applicable law.

(h) Quorum

Directors representing more than 50% of the members shall constitute a quorum of the Board required to conduct the business of the Authority.

(i) Rules

The Board may adopt from time to time rules and regulations for the conduct of meetings of the Board and of the affairs of the Authority consistent with this Agreement and other applicable law.

(j) Minutes

The Secretary of the Authority shall cause minutes of all meetings of the Board to be drafted and mailed to each Member promptly after each such meeting. Upon approval by the Board, such minutes shall become a part of the official public records of the Authority.

(k) Officers

(1) Chair and Vice-Chair. The Board shall select a Chair and Vice-Chair from among its Directors.

(2) Secretary. The Board shall appoint a Secretary from the Directors or the officers or employees of the Authority or a Member.

(3) Treasurer and Auditor. The Board shall appoint an officer or employee of the Authority or an officer or employee of a Member to hold the offices of Treasurer and Auditor of the Authority. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer and Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6.

(4) Executive Director. The Board shall appoint an Executive Director, which appointment shall require the approval of two-thirds (2/3) of its entire membership. The Executive Director may be an officer or employee of a Member, and shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board.

(5) Terms. The Chair, Vice-Chair, Secretary, Treasurer and Auditor shall serve during the pleasure of the Board and during that pleasure shall hold office for a period of one year, concurrent with the Authority fiscal year, and thereafter until their successors are selected and qualified (unless the Chair or Vice-Chair should cease to be a member of the Board). The appointment of such persons by the Board shall be evidence that the position of an officer, employee, or agent of the Authority is compatible with those of an officer, employee or agent of any Member.

(6) Additional Officers. The Board may appoint any additional officers deemed necessary or desirable. Such additional officers also may be officers or employees of a Member or of the Authority.

a. Bonding Requirements. The officers or persons designated to have charge of, handle, or have access to any funds or property of the Authority shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Authority in an amount established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

b. Status of Officers and Employees. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of this Agreement and Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500. However, none of the officers, agents or employees appointed by the Board shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

c. Committees.

(i) Creation. The Board may by resolution create permanent or ad hoc committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board.

(ii) Meetings. All regular, adjourned and special meetings of such committees shall be called and conducted in accordance with the applicable requirements of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it now exists or may hereafter be amended, and all other applicable law.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Members; provided, however, that no amendment may be made which would adversely affect the interests of the owner or owners of bonds, letters of credit or other financial obligations of the Authority without the consent of that owner or owners.

Section 5.2 Notice. Any notice required to be given or delivered by any provision of this Agreement shall be personally delivered or deposited in the U.S. Mail, registered or certified, postage prepaid, addressed to the Members at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the Member to which the same is addressed upon the earlier of receipt or seventy-two (72) hours after mailing.

Section 5.3 Attorney's Fees. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 5.4 Successors. This Agreement shall be binding upon and inure to the benefit of any successor of a Member.

Section 5.5 Assignment and Delegation. No Member may assign any rights or delegate any duties under this Agreement without the unanimous written consent of all other Members and any attempt to make such an assignment shall be null and void for all purposes.

Section 5.6 Counterparts. This Agreement may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement, and each of which shall be an original for all purposes.

Section 5.7 Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any applicable law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby and to that end the parts, terms and provisions of this Agreement are severable.

Section 5.8 Integration. This Agreement represents the full and entire Agreement among the Members with respect to the matters covered herein.



## EXHIBIT A

Burbank-Glendale-Pasadena

Airport Authority

City of Anaheim

City of Artesia

City of Bell

City of Bell Gardens

City of Bellflower

City of Buena Park

City of Burbank

City of Cerritos

City of Commerce

City of Compton

City of Cudahy

City of Cypress

City of Downey

City of Fullerton

City of Garden Grove

City of Glendale

City of Hawaiian Gardens

City of Huntington Beach

City of Huntington Park

City of Irvine

City of La Habra

City of La Mirada

City of La Palma

City of Lakewood

City of Lancaster

City of Long Beach

City of Los Alamitos

City of Los Angeles

City of Lynwood

City of Montebello

City of Maywood

City of Norwalk

City of Orange

City of Palmdale

City of Paramount

City of Pasadena

City of Pico Rivera

City of San Fernando

City of Santa Ana

City of Santa Clarita

City of Santa Fe Springs

City of Seal Beach

City of South Gate

City of Stanton

City of Tustin

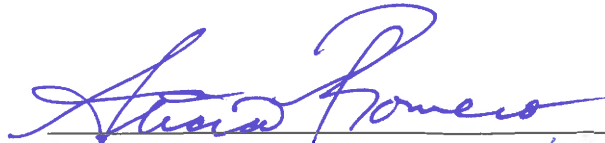
City of Vernon

City of Westminster

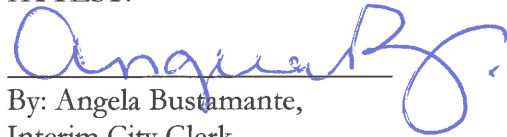
City of Whittier

County of Los Angeles

County of Orange

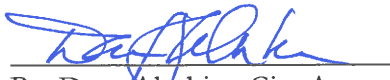
  
By: Alicia Romero, Mayor (date) 6/15/10

ATTEST:

  
By: Angela Bustamante,  
Interim City Clerk

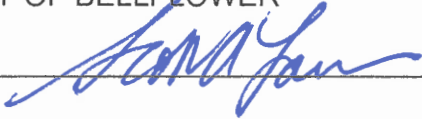
(Seal)

APPROVED AS TO FORM:

  
By: Dave Aleshire, City Attorney


Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

CITY OF BELLFLOWER

  
\_\_\_\_\_

By: Scott A. Larsen, Mayor  
February 22, 2016 (date)

ATTEST:

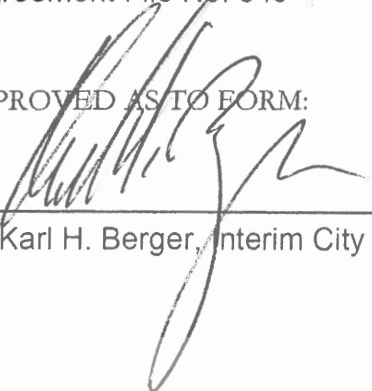
  
\_\_\_\_\_

By: Mayra Ochiqui, City Clerk

Refer City of Bellflower  
Agreement File No. 349


(Seal)

APPROVED AS TO FORM:

  
\_\_\_\_\_

By: Karl H. Berger, Interim City Attorney

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

By:   
Dan Feger, Executive Director  
Burbank-Glendale-Pasadena Airport Authority

6/20/16  
(date)

ATTEST:

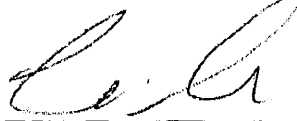
By: 

(Seal)

APPROVED AS TO FORM:

By: 


Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.



By:

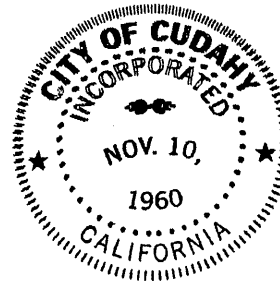
(date)

ATTEST:



By:

(Seal)



APPROVED AS TO FORM:

By:

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.



ALEX SAAB

By: MAYOR

Date: MARCH 22, 2016

ATTEST:

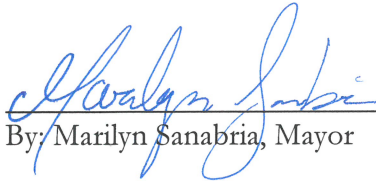
By:   
CITY CLERK

(Seal)

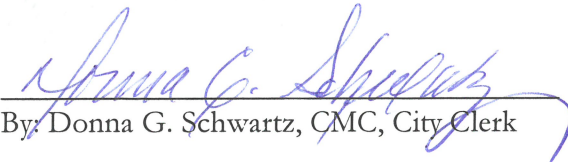
APPROVED AS TO FORM:

By:   
CITY ATTORNEY

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

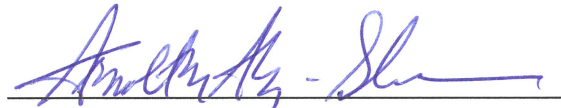
 8/9/17  
By: Marilyn Sanabria, Mayor (date)

ATTEST:

  
By: Donna G. Schwartz, CMC, City Clerk

(Seal)

APPROVED AS TO FORM:

  
By: City of Huntington Park City Attorney

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

\_\_\_\_\_

By: 6-7-2016

(date)

ATTEST:

By: 

(Seal)

APPROVED AS TO FORM:

By: 

City of Paramount



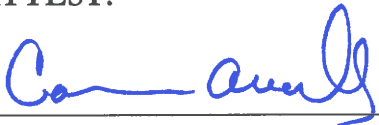
Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

**CITY OF SOUTH GATE:**



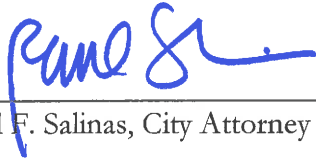
\_\_\_\_\_  
W.H. (Bill) De Witt, Mayor

**ATTEST:**



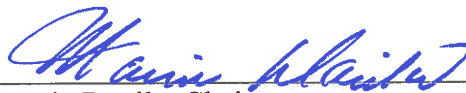
\_\_\_\_\_  
Carmen Avalos, City Clerk  
(Seal)

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Raul F. Salinas, City Attorney


**ECO-RAPID TRANSIT:**



\_\_\_\_\_  
Maria Davila, Chairperson

Section 5.9 Execution. The legislative bodies of the Members each have authorized execution of this Agreement, as evidenced by the respective signatures attested below.

City of Vernon

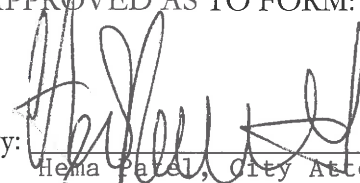
By:   
~~City Administrator~~ (date)  
Carlos Fandino, City Administrator

ATTEST:

By:   
Maria Ayala, City Clerk

(Seal)

APPROVED AS TO FORM:

By:   
Hema Patel, City Attorney

City of Vernon