



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

- City of Artesia
- City of Bell
- City of Bell Gardens
- City of Bellflower
- City of Cudahy
- City of Downey
- City of Glendale
- City of Huntington Park
- City of Maywood
- City of Paramount
- City of South Gate
- City of Vernon
- Burbank-Glendale-Pasadena Airport Authority

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Maria Davila
Mayor
City of South Gate

Vice Chairman

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Council Member
City of Glendale

Secretary

Cristian Markovich
Council Member
City of Cudahy

Treasurer

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City of Bell Gardens

Internal Auditor

Ali Sajjad Taj
Mayor
City of Artesia

Executive Director

Michael R. Kodama

General Counsel

Teresa L. Highsmith

Ex-Officio

Rene Bobadilla
City Manager Representative

**ORANGELINE DEVELOPMENT AUTHORITY
ECO-RAPID TRANSIT**

SPECIAL MEETING

June 29, 2017

City of South Gate
8650 California Ave
South Gate, CA 90280

3:30 PM Meeting

AGENDA

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.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call and Introduction of Attendees
4. Public Comments
Those presenting public comments on items not on the agenda will be heard at this time
5. Update and/or Action Regarding Memorandum of Understanding with the Minority Business Development Agency
6. Communication Items to the Board
7. Communication Items from the Board
8. Adjournment

**NEXT MEETING: July 12, 2017
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723**

Materials related to any item on this agenda submitted to the Orangeline Development Authority, including any materials submitted to the Authority after distribution of the agenda packet, are available for public inspection in the Orangeline Development Authority's office located at 16401 Paramount Blvd, Paramount, CA 90723 during normal business hours.

For more information, you can contact Michael R. Kodama at mkodama@eco-rapid.org

MEMORANDUM OF UNDERSTANDING

By and Between

THE MINORITY BUSINESS DEVELOPMENT AGENCY

U.S. DEPARTMENT OF COMMERCE

And

THE ECO-RAPID TRANSIT

This Memorandum of Understanding (“MOU”) is entered into by and between the Minority Business Development Agency (“MBDA”), a bureau of the U.S. Department of Commerce, with its principal place of business at 1401 Constitution Avenue, N.W., Room 5075, Washington, D.C. 20230, and the Orange Line Development Authority, dba Eco-Rapid Transit (“Eco-Rapid”), with its principal place of business at 16401 Paramount Boulevard, Paramount, California 90723. MBDA and Eco-Rapid are each individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, MBDA is the Federal agency authorized by Executive Order 11625, as amended, and its mission is to foster the growth and global competitiveness of the Nation’s minority business enterprises (each, an “MBE”). In carrying out its mission, MBDA administers a variety of programs providing assistance to and promoting business development opportunities for MBEs. Pursuant to Executive Order 11625 and 15 C.F.R. part 1400, MBDA clients include business concerns owned or controlled by members of one or more of the following groups: African Americans; Native Americans and Alaskan Natives (including Alaska Natives, Alaska Native Corporations and tribal entities); Hispanic Americans; Asian Americans and Pacific Islanders; Asian Indians; and Hasidic Jewish Americans.

WHEREAS, MBDA provides funding through cooperative agreements to a nationwide network of MBDA Business Centers and Projects. These MBDA Business Centers and Projects, in turn, provide MBEs with a diverse range of customized business services including, but not limited to, assistance in formulating and implementing strategic growth plans, federal and non-federal procurement matching, public / private procurement contract financing, private equity and venture capital sourcing, bonding assistance and loan packaging, strategic partnering assistance (*e.g.*, joint ventures, teaming arrangements), market promotion of MBEs to prime contractors and other buyers, and facilitation of business and contract opportunities to MBEs. MBDA also coordinates and leverages the expertise and resources of its nationwide network of strategic partners to ensure that MBEs are provided access to necessary business development services.

WHEREAS, Eco-Rapid, is a joint powers authority (JPA), quasi-governmental, entity established through thirteen (13) members, including the Burbank Glendale Pasadena Airport Authority and the cities of Artesia, CA; Bell, CA; Bellflower, CA; Bell Gardens, CA; Cudahy, CA; Downey, CA; Glendale, CA; Huntington Park, CA; Maywood, CA; Paramount, CA; South Gate, CA; and Vernon, CA. Eco-Rapid operates in collaboration with other state, regional and local government

agencies. The mission of Eco-Rapid is the 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 commuter transportation options utilizing safe, advanced transit technology to expand economic growth and increase transit optimize security and convenience for the general public ridership.

WHEREAS, MBDA and Eco-Rapid share an interest in increasing economic development opportunities, related to the entirety of the transit system and destination points along the system, and financing, bonding, contracting and procurement opportunities for MBEs. The Parties intend to make the contracting process transparent, accessible and accountable to enhance the quality of services to MBEs, including the development of new measures and goals for increased inclusion and diversity of MBEs related to prime and sub-prime contracting opportunities.

NOW THEREFORE, the Parties have agreed to the terms of this MOU, as described below. The Parties acknowledge that this MOU is only a statement of general interests with the intent to set forth no legally binding duties or obligations, financial or otherwise, with respect to any of the Parties

I. Scope of Activities and Responsibilities

A. As appropriate, the Parties agree to:

1. Create co-branded announcements shared via email, websites and social media for collaborative events from MBDA and Eco-Rapid (subject to restrictions as outlined below in sub-sections E., F., Section V and Program network and studio approval).
2. Collaborate on identifying opportunities for inclusion of minority business enterprises, as defined in MBDA's executive order, and minority investors to participate in the opportunities afforded through Eco-Rapid.

B. As appropriate, MBDA agrees to exercise its best efforts to:

1. Provide MBEs with professional business development assistance through the MBDA and its network of MBDA Business Centers and Projects.
2. Promote, as appropriate to MBDA's mission, the Eco-Rapid's efforts in fostering minority business inclusion through this Strategic Partnership Agreement.
3. Provide MBEs with information regarding certification processes; introduce MBEs to Eco-Rapid for contracting opportunities and competition.
4. Provide information to MBDA business centers regarding Eco-Rapid opportunities and facilitate business-to-business matchmaking sessions.
5. Share with Eco-Rapid research pertaining to contracting, barriers and factors affecting minority business enterprises and share best practices to increase minority business participation, and inclusion.

6. Assist in identifying minority business enterprise investors for the development of the transit corridor; work with Eco-Rapid to identify potential partners that could establish an “umbrella bonding program” for subcontractors.
7. Identify minority business entities to compete for financing opportunities related to the Eco-Rapid transit corridor project and other related development.
8. Invite MBDA business centers to events organized by Eco-Rapid and its affiliates; MBDA business centers will provide information to audiences about the resources available through MBDA’s national network.

C. As appropriate, Eco-Rapid agrees to exercise its best efforts to:

1. Assist MBEs to identify contracting and procurement information and opportunities.
2. Provide MBEs with certification information to business owners upon request.
3. Attend outreach events in partnership with MBDA to present and distribute Eco-Rapid’s business opportunity announcements, information and material.
4. Share information with MBDA critical to assist MBEs maintain appropriate certifications, credentialing requirements and provide updated workforce development training.
5. Review and integrate (where possible), the following activities to maximize diversity and inclusion of MBEs:
 - i. Participate in a MBDA-lead orientation regarding contracting barriers and factors affecting minority business enterprises; promote the participation of Eco-Rapid Contracting Officers and members in this orientation.
 - ii. Adopt diversity and inclusion best practices in contract opportunities to maximize use of minority business contractors at all contract tier levels.
 - iii. Establish diversity and inclusion measures that ensure transparency which encourage actual contracting and outreach opportunities and attainment goals for prime and subcontractors.
 - iv. Promote the use of minority entities to finance rail, infrastructure and station area construction projects.
 - v. Promote the latest commercial innovation advanced manufacturing from local MBE vendors.
6. Refer MBEs to MBDA Business Centers for business assistance and necessary credentialing, bonding, insurance and workforce development support, where deemed necessary.

7. Participate in contract workshops with MBDA, which may include presentations on the basis of Eco-Rapid's contract and business development opportunities.
8. Conduct workshops with MBDA and MBDA sponsored events (i.e., MBDA National Training Conference and/or Minority Enterprise Week Conference).
9. Assist MBEs seeking to obtain access to contract opportunities and training services by:
 - i. Referring MBEs in need of direct counseling, business assistance services to the MBDA Business Centers.
 - ii. Participating in workshops and other MBDA-sponsored activities to promote, educate and enhance financial opportunities for MBEs.
 - iii. Supporting MBDA and its efforts to promote and sustain business development opportunities for MBEs and provide viable contact opportunities and options necessary to facilitate business growth.

II. Costs and Expenses

Each Party agrees to be responsible for its own expenses incurred in implementing this agreement, including travel and accommodations unless otherwise agreed in writing by the Parties. The Parties will negotiate payment of any costs associated with carrying out any other activities of the Strategic Partnership in a separate agreement, if and as applicable. Nothing in this Agreement is intended to obligate the funds of either party. Further, the responsibilities of both parties under this Agreement are subject to the availability of funds.

III. Administration of Agreement

Should disagreement arise on the interpretation of the provisions of this MOU, including amendments and/or revisions thereto, the individuals listed under the next subsection will resolve all such matters.

MBDA:

Efrain Gonzalez, Jr.
Associate Director
1401 Constitution Ave. NW
Room 5075
Washington, DC 20230
202-482-1079
egonzalez@mbda.gov

ECO-RAPID TRANSIT:

Michael R. Kodama
Executive Director
16401 Paramount Boulevard
Paramount, CA 90723
562-663-6850
mkodama@eco-rapid.org

IV. Term of Agreement and Modification

This MOU shall be effective upon signature by both parties and shall continue in effect for a term of three (3) years unless either party terminates its participation in this agreement upon 30 days'

advance written notice to the other party or termination of this MOU shall be immediate if the Program ceases to be produced. This MOU may be amended at any time by mutual written agreement of the parties' authorized representatives.

V. Other Terms

A. All activities contemplated under this MOU are subject to the availability of funds and personnel, the requirements of the Parties' respective programs and policies, as well as to the laws and regulations of the United States.

B. MBDA and Eco-Rapid and any of their respective officers, agents, and/or employees shall not be considered agents of any other Party, and the Parties shall at all times remain fully independent entities.

C. Notwithstanding any other provision of this MOU, any sharing of information contemplated hereunder, if any, will be subject to such confidentiality obligations or statutory, regulatory, or policy restrictions, including the Freedom of Information Act and the Privacy Act (5 U.S.C. section 552) ("FOIA"), as either party may be under at any given time.

E. Use of logos and hyperlinks to promote each organization's services on Internet websites must be in accordance with the policies of each Party and must be approved by each Party in writing, as appropriate.

F. The MBDA emblem, Department of Commerce seal, or MBDA Business Center logos may be used only upon prior approval by the MBDA National Director with Concurrence from the Department Office of the General Counsel. The Eco-Rapid logo, any Eco-Rapid graphic or font, or the logo may be used only upon prior written approval by Eco-Rapid.

G. This Agreement is not exclusive and does not prohibit any Party from entering into other agreements or similar partnerships with other persons or organizations to fulfill the same or similar objectives.

H. Eco-Rapid shall not recommend the purchase of goods or services, or those of its members or other business concerns in which its members have a material financial ownership or interest, while performing activities defined in this MOU.

I. This MOU does not represent an express or implied endorsement by the U.S. Department of Commerce or MBDA of the opinions, products, or services of Eco-Rapid

J. Any provision of this Agreement that conflicts with U.S. Federal law is null and void. All other provisions remain intact.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this MOU as of the date indicated below.

**MINORITY BUSINESS DEVELOPMENT AGENCY
UNITED STATES DEPARTMENT OF COMMERCE**

By: _____ Date: _____
Christopher Garcia
Acting National Director

ECO-RAPID TRANSIT

By: _____ Date: _____
Maria Davila
Chair, Eco-Rapid Transit Board of Directors

By: _____ Date: _____
Cristian Markovich
Secretary, Eco-Rapid Transit Board of Directors