TO CITY CLERK FOR PLACEMENT ON NEXT REGULAR COUNCIL AGENDA TO BE POSTED

#53

JAN 0 9 2007

MOTION

In 2005, the City of Los Angeles and Los Angeles World Airports (LAWA) reached an historic settlement agreement with the Alliance for a Regional Solution to Airport Congestion (ARSAC) and airport-adjacent municipalities, ending LAX expansion and ushering in a new era of cooperation in airport planning.

As part of that settlement agreement, LAWA agreed to work with ARSAC and Council District 11 (CD11) to discuss and develop strategies to further improve relations between LAX and residents of Westchester and Playa del Rey. All parties agreed that additional resources were needed to reach out to local residents and involve them in the LAX modernization process.

As a result of those discussions, CD11 agreed to hire an additional council aide to serve as an official LAX-Community Liaison, fulfilling the mutually desired function. The liaison acts as a neutral facilitator in a purely informational function. LAWA agreed to reimburse CD11 for the bulk of the expenses incurred by and for that position, including salary, equipment, and the costs of outreach to airport neighbors.

To allow LAWA to reimburse those costs legally, a detailed Memorandum of Understanding was negotiated, detailing specifically the duties and responsibilities of the LAX-Community Liaison, LAWA, and Council District 11.

On December 18, 2006, the Board of Airport Commissioners (BOAC) approved the MOU. For the position to become effective, the Los Angeles City Council must also approve the MOU, granting CD11 the authority to execute the agreement with LAWA.

I THEREFORE MOVE that the attached Memorandum of Understanding with Los Angeles World Airports for reimbursing the Eleventh Council District for airport-related community outreach services as set forth therein, be approved.

I FURTHER MOVE that the Councilmember of the Eleventh Council District be authorized to execute this contract on behalf of the City Council.

I FURTHER MOVE that the City Administrative Officer be authorized to certify the requests for payment or reimbursement to be submitted to LAWA pursuant to this MOU.

Presented by _____
BILL ROSENDAHL
Councilmember, 11th District

Seconded by _____

07-0034
CD11

Tuesday, January 9, 2007

Refer to CF 06-0017

EG

MEMORANDUM OF UNDERSTANDING
BETWEEN THE DEPARTMENT OF AIRPORTS AND THE CITY COUNCIL
FOR INTERDEPARTMENTAL ASSISTANCE IN CONNECTION WITH
OUTREACH SERVICES FOR THE LOS ANGELES INTERNATIONAL AIRPORT
SPECIFIC PLAN AMENDMENT STUDY

THIS AGREEMENT is made and entered into on the ___ day of _____ 2007 by and between the City Council of the City of Los Angeles, on behalf of Council District 11th, hereinafter referred to as "CD11" and the Department of Airports herein referred to as Los Angeles World Airports hereinafter referred to as "LAWA."

WITNESSETH

WHEREAS, The Los Angeles City Council adopted a comprehensive new LAX Master Plan Program in December 2004; and

WHEREAS, several lawsuits were filed against the LAX Master Plan Program; and

WHEREAS, the City of Los Angeles has agreed to a Stipulated Settlement Agreement to resolve those lawsuits; and

WHEREAS, the Stipulated Settlement Agreement commits LAWA to an extensive outreach process to seek input from the former petitioners, airport neighbors, and other interested parties to make recommendations to the Board of Airport Commissioners (BOAC) on how LAWA can improve and better coordinate efforts to hear from and address the concern of airport neighbors; and

WHEREAS, LAWA has created a Working Group with CD 11 and the Alliance for a Regional Solution to Airport Congestion to improve its outreach efforts for the LAX Specific Plan Amendment Study process in the spirit of the Stipulated Settlement Agreement; and

WHEREAS, the City Council, CD11 and LAWA wish to comply with this direction and strengthen the outreach efforts by funding a community liaison position in CD11 to communicate information concerning the LAX Master Plan Amendment Study and LAX modernization efforts substantially impacting communities within CD11 to interested members of the public, and to share community views about the LAX Master Plan Amendment Study and LAX modernization efforts substantially impacting neighboring communities within CD11; and

WHEREAS, the person acting in this new position would act as a neutral facilitator in a purely informational function; and

WHEREAS, all time and expenses incurred under this Memorandum Of Understanding (MOU) will be airport-related and no non-airport-related time or expenses will be requested, paid or reimbursed;

WHEREAS, all time and expenses incurred under this MOU will be subject to federal regulations on use of airport funds, and

WHEREAS, LAWA would like to secure these services for a maximum of three years; and

WHEREAS, on _____ the Board of Airport Commissioners adopted Resolution No. _____, that authorized the Executive Director to execute a Memorandum of Understanding (MOU) with the City Council to fund a community liaison position;

NOW, THEREFORE, LAWA and the City Council of the City of Los Angeles agree as follows:

I. SUBJECT OF AGREEMENT

A. Purpose of Agreement

The purpose of this Agreement is to provide outreach staffing assistance to the CD11 for a new full-time position to fulfill LAWA's commitment under the Stipulated Settlement Agreement.

This position will assure outreach efforts are met by seeking input from other petitioners, airport neighbors, and other interested parties, and discussing with LAWA ways to improve and better coordinate efforts to hear from and address the concerns of airport neighbors.

B. Parties to the Agreement

1. Los Angeles World Airports (LAWA)

LAWA is part of a municipal corporation, organized and existing under the laws of the State of California and the Los Angeles City Charter. The principal office of LAWA is located at the Administration Building, One World Way, Los Angeles, CA 90045. For the purpose of this Agreement, the LAWA representative shall be the Executive Director of Los Angeles World Airports, or her designee. Unless otherwise stated in this Agreement, all notices to LAWA shall be sent to Los Angeles World Airports, c/o Lydia Kennard, Executive Director.

2. City Council

The City Council is the legislative body of the City of Los Angeles, a municipal corporation, organized and existing under the laws of the State of California and the Los Angeles City Charter. The City Council hereby designates and authorizes CD11 to execute, implement and monitor this Agreement. The principal office of CD11 is located at 200 North Spring

Street, Room 415, Los Angeles, CA 90012. For the purpose of this Agreement, the City Council representative shall be the Councilmember for District 11, or his designee. Unless otherwise stated in this Agreement, all notices to the City Council shall be sent to the City Clerk's Office, c/o Frank Martinez, City Clerk, with a copy to CD11.

II. SERVICES TO BE PROVIDED BY LAWA

LAWA will provide funding for a full-time equivalent (FTE) position compensated at a level not to exceed that of a Council Aide VII (or equivalent Class Code 0186), which will serve as a neutral facilitator in a purely informational function as a liaison to communities surrounding Los Angeles International Airport.

LAWA will also reimburse CD11 for airport-related ordinary expenses related to the position that will include but not be limited to, office and administrative expense. Subsequent cost of living increases for the classification of Council Aide VII, approved by City Council and adopted during the term of this MOU, will be reimbursed by LAWA. The combined total of salary and airport related ordinary expenses shall not exceed $100,000 per year plus cost of living increases for the classification of Council Aide VII (Class Code 0186) as approved by the Los Angeles City Council.

For all Services (tasks) rendered and completed during the billing period, LAWA shall pay to or reimburse the City General Fund, Department 28 (Council), Account 1070 (Salaries As Needed), for the CD 11 staff time on an hourly basis and at an hourly rate equal to the approved civil service pay schedule for the class code 0186 as established by the Los Angeles City Council.

III. SERVICES TO BE PROVIDED BY CD11

CD11 shall have primary responsibility for personnel matters related to the position including but not limited to hiring, probationary and annual reviews, supervision, discipline, and termination. LAWA will have the ability to provide input and discussion on the aforementioned personnel matters.

CD11 shall provide LAWA with monthly, quarterly and annual reports of work performed and on work status and staff performance. Special reports shall include:

- Monthly contact reports to the Executive Director, Deputy Executive Director for Planning and Development, and Office of Government Relations of LAWA
- Monthly Status Report on all activities due the 20th of each month
- Annual Report of key activities and accomplishments
- Participation in planning the Stakeholder Forums
- Input for the semi-annual LAX Master Plan Stakeholder Forums and Newsletters
- Meeting at least monthly with LAWA staff to review activities

CD11 shall assure that all services provided pursuant to this MOU will be airport-related, objective and neutral. CD11 shall provide to LAWA a Status Report quarterly specifying in detail which services have been performed and completed, the assigned personnel involved with their time charges reflecting the number of hours expended, and the cumulative total of the services rendered.

IV. SCOPE OF SERVICES TO BE PERFORMED

CD11 and LAWA shall work cooperatively to promote a community-based planning process for the LAX Specific Plan Amendment Study which focuses on alternative designs, technologies, and projects for certain components of the approved LAX Master Plan.

Additionally, outreach services and duties shall include:

A. Attending all public outreach meetings and maintaining open communication with constituents of Council District 11, locally elected officials, LAWA officials, members of the public and other participants, accommodating the general public with outreach efforts on weekend and evening hours;

B. Attending neighborhood council meetings, and conducting other community outreach meetings to present information and address questions on LAWA outreach programs and projects;

C. Remaining current on various complex programs, policies, legislation, studies and mitigation commitments including LAX modernization efforts substantially impacting communities within CD11, Stipulated Settlement Agreement, Mitigation Monitoring and Reporting Program, Community Benefits Agreement, Environmental Justice, LAX Specific Plan Amendment Study, Southern California Regional Aviation Authority and regionalization efforts, LAX Noise Round Table, Part 161 Study and Air Source Apportionment Study;

D. Communicating to the public through presentations, publications, and websites on LAWA's implementation of the various outreach programs;

E. Assisting LAWA planning staff by identifying the concerns of the surrounding communities, coordinating with various LAWA staff to respond to community complaints, and discussing ways to resolve LAX-related problems experienced by the communities;

F. Briefing Council staff on topics including specific plan study, master planning approval process, programmatic environmental approval process, project-specific environmental approval, entitlements, collateral land use, and funding of capital improvement and federal transportation projects;

G. Preparing a number of complex narrative and statistical reports regarding the various outreach programs, coordinating public hearings, accepting public comments, and addressing questions during the environmental approval process.

V. TERM AND TERMINATION

The term of this MOU shall not exceed three years and shall commence on _____ and end on _____, or upon completion of CD11's services as set forth in this MOU, whichever occurs first; subject, however, to earlier termination by either party to this MOU upon giving written notice 30 days in advance of termination.

VI. COMPENSATION FOR SERVICES AND BILLINGS

LAWA will reimburse the City for the costs of this position as part of the invoice for City Services received from the office of the City Administrative Officer in an amount not to exceed $100,000 per year plus cost of living increases for the classification of Council Aide VII (Class Code 0186) as approved by the Los Angeles City Council.

All requests for payment or reimbursement submitted pursuant to this MOU to LAWA's Executive Director or duly authorized designee shall be certified by a duly authorized officer of the City. Additionally, CD11 shall certify that no non-airport-related tasks or expenses have been included in that request for payment or reimbursement. LAWA reserves the right to require additional substantiation of any payment request submitted if, in the opinion of the Executive Director of LAWA, it would be in the best interest of the Department and the City. The Executive Director of LAWA, or designated representative, shall make the final determination as to whether the particular Services rendered have been performed and completed consistent with federal guidelines for use of airport funds to thereby justify any payment or reimbursement to the City General Fund.

Regardless of any other provision of the MOU, it is agreed that, unless this MOU is amended, the total sums to be paid or reimbursed to the City General Fund to complete the Services (tasks) described in this MOU shall not exceed $100,000 per year or pro-rated portion thereof. The last two years shall be adjusted to include City Council approved cost of living increases. The total sum will compensate for a Council Aide VII (Class Code 0186) equivalent to perform the required Services.

LAWA shall not be required to make payments to the City General Fund for work not yet performed by CD11 nor for work deemed by the Executive Director of LAWA to be inconsistent with federal guidelines for use of airport funds.

VII. AMENDMENT OF THIS AGREEMENT

This Agreement may be amended with the mutual consent of both parties. All amendments shall be in writing and properly executed by both parties.

VIII. SUPPLEMENTAL AGREEMENTS

This Agreement reflects the entire agreement between the parties. There are no additional agreements expressed or implied.

XIV. FAIR OPERATION OF MEMORANDUM OF UNDERSTANDING

In entering into this MOU, LAWA, the City Council and CD11 recognize that it is impracticable to make provisions for every contingency that may arise during the life of the MOU. LAWA, the City Council and CD11 concur in the principle that the MOU shall operate between them with fairness and without detriment to the interest of LAWA, the City Council or CD11, and if in the course of the performance of this MOU, an infringement of this principle is anticipated or disclosed, LAWA and the City Council through CD11 shall promptly consult together in good faith and shall endeavor to agree upon action that may be necessary to remove the cause or causes of the infringement.

~~LOS ANGELES WORLD AIRPORTS/REGIONAL PLANNING~~
COUCIL OFFICE/DISTRICT 11

APPROVED AS TO FORM
Rockard J. Delgadillo, City Attorney

By: _____
Deputy City Attorney

LOS ANGELES WORLD AIRPORTS
CITY OF LOS ANGELES, CALIFORNIA

_____
Lydia H. Kennard, Executive Director

APPROVED AS TO FORM
Rockard J. Delgadillo, City Attorney

By: _____
Assistant City Attorney

LOS ANGELES CITY COUNCIL
CITY OF LOS ANGELES, CALIFORNIA

_____
Bill Rosendahl, Councilman, District No. 11