# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460


October 20, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**COUNTY OF LOS ANGELES CONTRIBUTION TO**
**HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY**
**(SUPERVISORIAL DISTRICT 5)**
**(3 VOTES)**

**SUBJECT**

This action is to authorize the County of Los Angeles' contribution of $250,000 to the High Desert Corridor Joint Powers Authority, of which the County of Los Angeles is a member, to fund general operating costs for the High Desert Corridor Joint Powers Authority.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the Request for Appropriation Adjustment transferring $250,000 from the Fiscal Year 2009-10 Public Works General Fund Services & Supplies to the Public Works General Fund Other Charges Appropriation to fund general operating costs for the High Desert Corridor Joint Powers Authority.

2. Approve and instruct the Director of Public Works or her designee to transfer $250,000 to the High Desert Corridor Joint Powers Authority, of which the County of Los Angeles is a member.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the transfer of $250,000 to the High Desert Corridor Joint Powers Authority (HDC-JPA) to cover the County of Los Angeles' (County) share of the HDC-JPA's general operating expenses. This funding is needed by the HDC-JPA to continue their work that is anticipated to ultimately result in the development of the High Desert Corridor transportation project.

### Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The development of the High Desert Corridor will enhance traffic flow for County residents in the Antelope Valley, thereby improving their quality of life.

## FISCAL IMPACT/FINANCING

The Fiscal Year 2009-10 Public Works General Fund Budget includes a net County cost allocation of $250,000 from Fifth Supervisorial District discretionary funds for the County's contribution to the HDC -JPA to cover general operating expenses. Your Board's approval of the enclosed Request for Appropriation Adjustment will transfer the funding from the Public Works General Fund Services & Supplies Appropriation to the Public Works General Fund Other Charges Appropriation so that the contribution to the HDC-JPA can be appropriately reflected.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The High Desert Corridor was officially designated in Section 1304 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users as a High Priority Corridor on the National Highway System, from Los Angeles to Las Vegas, via Palmdale and Victorville.

On November 8, 2006, your Board approved the enclosed County Agreement No. 75922, a Joint Powers Agreement with the County of San Bernardino, to create a nonfunded HDC-JPA to pursue funding and provide for the planning, design, construction, financing, operation, and maintenance of the new freeway/expressway, known as the High Desert Corridor, from the County in the vicinity of the Cities of Palmdale and Lancaster to San Bernardino County in the vicinity of the Cities of Victorville, Apple Valley, and Adelanto. The formation of the HDC-JPA was recommended without financial obligations from either the County of San Bernardino or the County.

In Fiscal Year 2008-09, the County contributed $250,000 to the HDC-JPA to fund general operating costs.

The County's $250,000 contribution will be used by the HDC-JPA to fund general operating costs, including any staff positions the HDC JPA Board of Directors deems necessary.

**ENVIRONMENTAL DOCUMENTATION**

In accordance with Section 15378(b)(5) of the California Environmental Quality Act Guidelines (CEQA), the recommended action is an administrative activity that will not cause a physical change in the environment and therefore does not constitute a project and is not subject to the requirements of CEQA.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended action will improve the quality of life for the residents of the Antelope Valley by providing funds for staff work which is ultimately anticipated to enhance traffic flow.

**CONCLUSION**

Please return one adopted copy of this letter and one adopted Request for Appropriation Adjustment to the Department of Public Works Programs Development Division.

Respectfully submitted,

Gail Farber

GAIL FARBER
Director

GF:SA:pr

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel (Michael Moore)
Executive Office

BA-FORM

COUNTY OF LOS ANGELES

# REQUEST FOR APPROPRIATION ADJUSTMENT

## DEPARTMENT OF PUBLIC WORKS

DEPT'S. NO. 690

September 9, 2009

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE

**FISCAL YEAR 2009-10**

3-VOTE BUDGET ADJUSTMENT

| SOURCES | | USES | |
|---|---|---|---|
| PW - General Fund | | PW - General Fund Fund | |
| A01 - PW - 2000 - 47000 | | A01 - PW - 5500 - 47000 | |
| SERVICES AND SUPPLIES | $250,000 | OTHER CHARGES | $250,000 |
| *DECREASE APPROPRIATION* | | *INCREASE APPROPRIATION* | |
| **TOTAL** | $250,000 | | $250,000 |

## JUSTIFICATION

This adjustment is necessary to provide sufficient appropriation in Other Charges to cover a portion of the High Desert Corridor Joint Powers Authority's general operating expenses.

(Control No. 10-02)

GAIL FARBER, Director of Public Works

CHIEF ADMINISTRATIVE OFFICER'S REPORT

| | | | |
|---|---|---|---|
| REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR--- | ACTION | APPROVED AS REQUESTED ✓ | AS REVISED |
| ✓ | RECOMMENDATION | 9/17/09 | CHIEF ADMINISTRATIVE OFFICER |
| AUDITOR-CONTROLLER | BY Karen Shikeema | APPROVED (AS REVISED): BOARD OF SUPERVISORS | |
| NO. 020 | Sept 16, 2009 | BY | DEPUTY COUNTY CLERK |

County of Los Angeles
**CHIEF ADMINISTRATIVE OFFICE**
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.lacounty.gov

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 8, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HIGH DESERT CORRIDOR JOINT POWERS AGREEMENT**
**(ALL DISTRICTS AFFECTED) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign a non-funded Joint Powers Agreement (JPA) with the County of San Bernardino to pursue funding and provide for the planning, design, construction, financing, operation and maintenance of public and/or private transportation and utility corridor from Los Angeles County in the vicinity of the Cities of Palmdale and/or Lancaster to San Bernardino County in the vicinity of the City of Victorville, Apple Valley and Adelanto.

2. Approve and authorize the Chief Administrative Officer or his designee to provide administrative functions as may be necessary to effectuate the purposes under the Joint Powers Agreement.

3. Delegate authority to the Chief Administrative Officer or his designee to sign funding applications/requests, as necessary on behalf of the County.

4. Approve and authorize the Treasurer and Tax Collector or his designee to act as the Treasurer of the Authority, if designated under the Joint Powers Agreement, as may be necessary to effectuate the purposes of this Agreement.

5. Approve and authorize the County Counsel or his designee to act as Legal Counsel for the Authority, if designated under the Joint Powers Agreement, as may be necessary to effectuate the purposes of this Agreement.

6. Approve and authorize the Auditor-Controller or his designee to act as the Auditor for the Authority, if designated under the Joint Powers Agreement, as may be necessary to effectuate the purposes of this Agreement.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This action will allow the JPA to actively seek funding for the High Desert Corridor project in order to accelerate the implementation time table. The County of San Bernardino has requested the County's action in this matter and is also taking similar action for the establishment of this JPA.

There are currently over $340 million in unfunded transportation projects in Los Angeles County Supervisorial District Five with differing funding priorities. The North County Combined Highway Corridors Study SR-14, SR-138, and I-5 (Study) Final Report of June 2004, sponsored by Los Angeles County Metropolitan Transportation Authority, California Department of Transportation, County of Los Angeles, Cities of Lancaster, Los Angeles, Palmdale, and Santa Clarita, et.al., developed a multi-modal transportation plan which addressed short-term (2010) and long-term (2025) trip requirements for the North County. The Study addressed the construction of a limited access High Desert Corridor (HDC), a new freeway/expressway between the I-5 and I-15 which would accommodate the expected three- to six-fold increase in traffic between the Antelope and Victor Valleys. It is expected that the HDC would provide a new level of intra-valley accessibility and carry truck and other through traffic safely around existing communities.

While Caltrans has included this important highway improvement on its construction schedule, completion is not forecast until 2020. The purpose of the JPA is to accelerate this schedule through aggressive pursuit of supplemental funding.

### Implementation of Strategic Plan Goals

The Joint Powers Agreement between the County of San Bernardino and the County of Los Angeles is consistent with the County's Strategic Plan Goals of Service Excellence, Community Services, and Public Safety by seeking to provide roadways that are safe and convenient for the residents of the County.

## FISCAL IMPACT/FINANCING

Fiscal impact is anticipated to be minimal staff time, as the formation of this JPA is being recommended without financial obligations from either County at this time. The JPA allows the two Counties to cooperatively pursue approaches to expedite completion of this HDC project, including actively pursuing funding for this project. The JPA can apply for funding from Federal Government earmarks, State and Federal grants, the Los Angeles County Metropolitan Transit Authority, the Public-Private Partnership Program, and other available financing programs.

Also, if the Proposition 1B bond measure on the November 7 Ballot is approved, the JPA can apply for funding from that source, as well. Regardless of the outcome of this bond measure, we believe establishment of the JPA at this point is a prudent step in order to create an entity and mechanism for seeking funding to expedite the completion of the HDC project, which will provide a new level of intra-valley accessibility and safely carry traffic around existing communities.

Any subsequent obligation to provide funding for the JPA will be brought back to your Board for approval. Funding sources will be sought for both planning and design as well as construction, which could involve the issuance of bonds supported by toll revenues.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Input from the Treasurer and Tax Collector and Department of Public Works has been incorporated into this JPA document, which has also been approved as to form by County Counsel.

The JPA includes the following provisions:

- **Purpose**: To provide for the planning, design, construction, financing, operation and maintenance of public and/or private transportation and utility corridor(s) (Corridor) from Los Angeles County in the vicinity of the Cities of Palmdale and/or Lancaster to San Bernardino County in the vicinity of the City of Victorville, Apple Valley and Adelanto.

- **Term**: The JPA will become effective after each County Board of Supervisors approve the Agreement until terminated by mutual consent of the two Counties.

- **Board of Directors**: There will be five Directors, two from the County of San Bernardino and two from the County of Los Angeles, with the fifth Director chosen by a list populated by the Policy and Technical Advisory Committee. The selection process for Directors utilized under the JPA is similar to appointments to service sector councils within the MTA system. Los Angeles County will be represented by its Fifth District Supervisor and a second Director, recommended for appointment by the Fifth District Supervisor and appointed by action of the Los Angeles County Board of Supervisors, must be an elected or appointed official of Los Angeles County, the City of Palmdale or the City of Lancaster. Each Director serves at the pleasure of his or her appointing authority, with the fifth Director serving a one-year term.

- **Officers**: Various JPA officers, including Secretary, Treasurer, Auditor and Counsel, will be provided by either County.

- **Policy and Technical Advisory Committee**: There will be twelve (12) Committee members: three from each County; representatives from Adelanto, Apple Valley, Victorville, Lancaster and Palmdale, and a representative for the unincorporated area of Los Angeles County.

- **Contributions**: Contributions may be made by the JPA's members to help defray the costs of the Authority's purposes, upon separate action by the respective governing bodies of the members.

- **Liability**: The JPA will be a separate legal entity and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of the member jurisdictions.

## ENVIRONMENTAL DOCUMENTATION

An Environmental Impact study would begin prior to proceeding with the HDC project. The County of San Bernardino has targeted their Board agenda of November 7, 2006 to seek approval of this non-funded Agreement and has already initiated environmental and other studies related to the HDC project.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services based on this initial recommended action.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:MKZ
DS:KH:ib

Attachment

c: County Counsel
Director of Public Works
Treasurer and Tax Collector

BOARD OF SUPERVISORS' ORIGINAL

# JOINT POWERS AGREEMENT

CREATING

## THE HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

BY AND AMONG

## THE COUNTY OF LOS ANGELES

AND

## THE COUNTY OF SAN BERNARDINO

75922

288284.05
R102606

BOARD OF SUPERVISORS' ORIGINAL

# HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

## JOINT POWERS AGREEMENT

This JOINT POWERS AGREEMENT, made in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended and supplemented from time to time (the "Act"), for convenience dated as of November 8, 2006, by and among the COUNTY OF LOS ANGELES, a body corporate and politic and a political subdivision of the State of California (the "State"), and the COUNTY OF SAN BERNARDINO, a body corporate and politic and a political subdivision of the State.

## RECITALS:

WHEREAS, pursuant to the Act, the authority created under this Agreement (as defined herein) shall possess such common powers of the Members, and may exercise such powers, as specified in this Agreement and to exercise the additional powers granted to it pursuant to the Act;

WHEREAS, by this Agreement, each Member desires to create and establish the High Desert Corridor Joint Powers Authority for the purposes set forth herein and to exercise the powers provided herein.

NOW, THEREFORE, the Members, for and in consideration of the mutual agreements and covenants contained herein, do agree as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

"Act" means the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

"Authority" shall mean the High Desert Corridor Joint Powers Authority, the separate agency created by this Agreement.

"Agreement" means this Joint Powers Agreement as the same now exists and as it may from time to time be amended.

"Board" means the Board of Directors of the Authority created by this Agreement.

"Brown Act" means the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950 to 54961), and any successor legislation hereinafter enacted.

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"Director(s)" means the person(s) appointed to the Board pursuant to Section 2.03.

"Fiscal Year" means the calendar period from July 1st to and including the following June 30th, unless and until changed by a resolution of the Authority.

"Member" means each of the County of Los Angeles or the County of San Bernardino.

"Members" means all of the Member Counties collectively.

"PTAC" means the Policy and Technical Advisory Committee.

"State" means the State of California.

## ARTICLE II

## GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF THE AUTHORITY

**Section 2.01. Purpose.** In accordance with Section 6503 of the Act, the purpose of this Agreement is to provide for the exercise of powers common to each Member, including but not limited to, the creation of the Authority to provide for the financing, planning, design, construction, operation and maintenance of public and/or private transportation and utility corridor(s) (Corridor) from Los Angeles County in the vicinity of the Cities of Palmdale and/or Lancaster to San Bernardino County in the vicinity of the City of Victorville, Apple Valley and Adelanto. The activities contemplated by this Agreement include all manner and modes of surface transportation and all manner and modes of utilities including pipelines and conduits, and those substances that may be feasibly conveyed by such.

**Section 2.02. Term.** This Agreement shall become effective when it has been approved by each of the Members. This Agreement shall continue in full force and effect until terminated by mutual consent of the Members.

**Section 2.03. Board of Directors.** The Authority shall be governed by a Board of Directors (Board), with each Director receiving one vote. The Board shall be comprised of five Directors designated as follows:

A. San Bernardino County shall be represented by its First District Supervisor and a second Director recommended for appointment by the First District Supervisor and appointed by action of the San Bernardino County Board of Supervisors who must be an elected or appointed official of San Bernardino County, the City of Adelanto, the Town of Apple Valley or the City of Victorville.

B. Los Angeles County shall be represented by its Fifth District Supervisor and a second Director recommended for appointment by the Fifth District Supervisor and appointed by action of the Los Angeles County Board of Supervisors who must be an elected or appointed official of Los Angeles County, the City of Palmdale or the City of Lancaster.

C. A fifth Director shall be selected by the four Directors designated in subsections A and B.

**Section 2.04. Alternates.** Except as provided below, each Member shall appoint an alternate (Alternate) for each of its two Directors. The Alternate for the fifth Director shall be appointed by the four Directors from a list of persons nominated by the PTAC. An Alternate may perform all functions of a Director, including voting, in the absence of the Director, unless as the respective Director limits the authority of his or her Alternate in a writing filed with the Secretary. The Alternate for San Bernardino County's First District Supervisor shall be appointed by the First District Supervisor. The Alternate for Los Angeles County's Fifth District Supervisor shall be appointed by the Fifth District Supervisor.

**Section 2.05. Term of Board of Directors.** Each Director and Alternate shall serve at the pleasure of his or her appointing authority. The fifth Director shall serve a one–year term which may be renewed at the will of the Member Directors.

**Section 2.06. Meetings.** All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act. The Board shall meet a minimum of one time per year. The meeting shall take place at a location determined by the Board but the location must be within the jurisdictional boundaries of either the County of Los Angeles or the County of San Bernardino.

**Section 2.07. Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director of the Board, committee members of the PTAC, and the Clerk of the Board of Supervisors of each Member.

**Section 2.08. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the Directors present at any meeting at which a quorum is present shall be required to take any action by the Board.

**Section 2.09. Bylaws.** The Board may adopt Bylaws for the conduct of business and as are necessary for the purposes hereof. The Board may adopt additional resolutions, rules, regulations, and policies for the conduct of its business and as are necessary for the purposes hereof in a manner consistent with this Agreement and the Bylaws.

**Section 2.10. Annual Budget.** The Board shall adopt an annual budget for each fiscal year. The Bylaws may further provide for the presentation and content of the budget.

**Section 2.11. Annual Operational and Fiscal Report.** The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

**Section 2.12. Enlargement of the Board of Directors.** The Board may increase the number of Directors on the Board from five Directors to seven Directors. The additional two Directors shall be appointed at the recommendation of San Bernardino County's First District

Supervisor and Los Angeles County's Fifth District Supervisor to their respective Member Boards for approval.

## ARTICLE III

## OFFICERS AND EMPLOYEES

**Section 3.01. Chair and Vice-Chair.** The Board of Directors shall elect from among its members, a Chair and a First and Second Vice-Chairs. The Chair shall sign all contracts on behalf of the Authority, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board in the Bylaws. The First Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair, unless the Bylaws of the Authority provide otherwise. The duties of the Second Vice-Chair may be set forth in the Bylaws. Elections for such officers shall be held each year at a regular or special meeting of the Board with terms running concurrent with the Authority's Fiscal Year. The term of office shall be the Fiscal Year or until a successor is elected.

**Section 3.02. Secretary.** The Board shall appoint a Secretary to the Board. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of the Authority, unless the Bylaws of the Authority provide otherwise. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code). The Board may further provide for the duties and responsibilities of the Secretary in the Bylaws.

**Section 3.03. Treasurer.** Pursuant to Section 6505.5 of the Act, the Board shall designate either the Treasurer of the County of San Bernardino or the Treasurer of the County of Los Angeles as the Treasurer of the Authority, until otherwise determined by the Authority. The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The bond of the Treasurer under this Agreement shall be his official bond as the Treasurer of the County of San Bernardino or the Treasurer of the County of Los Angeles and no additional bond will be required. The monies of the Authority shall be accounted for separately and invested in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code, including but not limited to investment in the County treasury pool of either San Bernardino or Los Angeles County.

**Section 3.04. Contract With Certified Public Accountant.** The Auditor-Controller of San Bernardino County or the Auditor-Controller of Los Angeles County as designated by the Board, shall be the Auditor of the Authority, until otherwise determined by the Authority. As required by Section 6505 of the Act, the Auditor shall make arrangements or contract with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of

the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each Member and each officer of the Agency. Such a report shall be filed within six months of the end of the fiscal year under examination. Any costs of the audit, including contracts with, or employment of, certified public accountants in making an audit pursuant to this section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

**Section 3.05. Officers in Charge of Records, Funds and Accounts.** Pursuant to Sections 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto. The Secretary shall have charge of, handle and have access to all other records of the Authority.

**Section 3.06. Legal Advisor.** The Board has the discretion to designate either the County Counsel of San Bernardino County or the County Counsel of Los Angeles County as legal advisor and counsel to the Authority in consultation with the other County Counsel.

**Section 3.07. Other Employees.** The Board shall have the power by adoption of Bylaws to appoint and employ such other employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

**Section 3.08. Officers and Employees of the Authority.** As required by Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement with no additional compensation. None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of the Members.

## ARTICLE IV

## POWERS

**Section 4.01. General Powers.** The Authority shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01, Purpose, of this Agreement. As required in the Act, the Authority shall be a public entity separate from each of the Members.

**Section 4.02. Specific Powers.** The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

(a) to make and enter into contracts;

(b) to employ agents or employees;

(c) to sue and be sued in its own name;

(d) to acquire, by negotiated purchase or condemnation, construct, manage, maintain or operate any property, building, works, or improvements;

(e) to acquire, by negotiated purchase or condemnation, hold or dispose of property;

(f) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

(g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State;

(h) to invest any money in the treasury pool as indicated in Section 3.03 of this Agreement; and

(i) to carry out and enforce all the provisions of this Agreement.

**Section 4.03. Restrictions on Powers.** Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which is designated as San Bernardino County.

**Section 4.04. Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members.

## ARTICLE V

## POLICY AND TECHNICAL ADVISORY COMMITTEE

**Section 5.01. Creation of Committee.** There shall exist in the Authority a committee named the Policy and Technical Advisory Committee (PTAC). There shall be twelve voting members of the PTAC who shall be appointed as follows: Three each by the Members; one each by the cities of: Adelanto, Apple Valley, Victorville, Lancaster and Palmdale; and one representative for the unincorporated area of Los Angeles County.

**Section 5.02. Other Agencies.** The PTAC may include other non-voting agencies that the Board may deem appropriate, including but not limited to Caltrans, Metropolitan Transportation Authority, San Bernardino Associated Governments, etc.

**Section 5.03. Duties.** The PTAC shall provide advice on policy and technical issues to the Board and have such other and further duties as may be set forth in the Bylaws.

## ARTICLE VI

## CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

**Section 6.01. Contributions.** The Members may make contributions from their treasuries for the purpose set forth in Section 2.01, Purpose, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use its personnel, equipment or property in lieu of contributions or advances. The provisions of Section 6512.1 of the Act are hereby incorporated into this Agreement by reference.

**Section 6.02. Distribution of Assets upon Termination.** Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all money and other property, both real and personal, of the Authority shall, pursuant to Sections 6511 and 6512 of the Act, be divided among the Members proportional to the contributions made by the respective Members.

## ARTICLE VII

## LIABILITY, INDEMNIFICATION AND INSURANCE

**Section 7.01. Authority Liability and Indemnification.** The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. The Board of Directors of the Authority, and the officers, employees, and staff of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistakes of judgment or any other action made, taken or omitted by them in good faith, including without limitation, investment of authority funds, or failure to invest. No member of the Board of Directors, and no officer or employee of the Authority shall be responsible for any action taken or omitted by any other director, officer or employee. No director, officer or employee shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as otherwise provided in Section 3.03. The Authority shall indemnify, defend and hold harmless the individual Board of Director members, and the Authority's officers and employees from any and all claims, actions, losses, damages and/or liability arising from any actions or omissions taken lawfully and in good faith pursuant to this Agreement. The Authority shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from the Authority's acts, errors or omissions and for any costs or expenses incurred by any Member on account of any claim therefor, except where such indemnification is prohibited by law.

**Section 7.02. Member Indemnification.** Pursuant to the provisions of California Government Code Section 895 et seq., and except as required in Section 7.01, Authority Indemnification of Members, herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

**Section 7.03. Insurance.** The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of the Authority.

**Section 7.04. Third Party Beneficiaries.** This Agreement and the obligations hereto are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. Only the signatories to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly stated in this Agreement.

## ARTICLE VIII

## MISCELLANEOUS PROVISIONS

**Section 8.01. Notices.** Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit in to the U.S. mail, first class, postage prepaid:

| | |
|---|---|
| San Bernardino County | First District Supervisor<br>County Government Center<br>385 North Arrowhead Avenue, 5th Floor<br>San Bernardino, CA 92415-0110 |
| With a copy to: | San Bernardino County Counsel<br>County Government Center<br>385 North Arrowhead Avenue, 4th Floor<br>San Bernardino, CA 92415-0140 |
| Los Angeles County | Fifth District Supervisor<br>869 Kenneth Hahn Hall of Administration<br>500 West Temple Street<br>Los Angeles, CA 90012 |
| With a copy to: | Los Angeles County Counsel<br>500 West Temple Street, Suite 648<br>Los Angeles, CA 90012 |

The Members may change the above addresses for notice purposes by written notification as provided above to each of the other Members. Said change of address may be filed with the Bylaws. Meeting notices and general correspondence may be served electronically.

**Section 8.02. Law Governing.** This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

**Section 8.03. Amendments.** This Agreement may be amended at any time, or from time to time, by unanimous consent of all Members hereto.

**Section 8.04. 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 law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 8.05. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. No Member may assign any right or obligation hereunder without the unanimous consent of all Members.

**Section 8.06. Section Headings.** All article and Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.

**Section 8.07. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be deemed an original but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, and their official seal to be hereto affixed, as of the day and year written.

**COUNTY OF SAN BERNARDINO**

Bill Postmus, Chairman
Board of Supervisors

Dated: OCT 3 1 2006

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dena M. Smith, Clerk of the Board of Supervisors

By: Deputy

Date: OCT 3 1 2006

**COUNTY OF LOS ANGELES**

Michael D. Antonovich, Mayor
Los Angeles County

Dated: NOV 0 8 2006

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By: Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE MAYOR OF THE BOARD

Sachi A. Hamai, Clerk of the Board of Supervisors

By: Deputy

Date: NOV 0 8 2006

Approved as to Legal Form:

DENNIS E. WAGNER
Interim County Counsel

By: Deputy

Date: 10-31-06

Approved as to Legal Form:

RAYMOND G. FORTNER, JR.
County Counsel

By: Deputy

Date: 11/2/06



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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 NOV 08 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER