

JOINT POWERS AGREEMENT

CREATING

THE HIGH DESERT CORRIDOR JOINT POWERS AGENCY

BY AND AMONG

**THE COUNTY OF LOS ANGELES, LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY, THE
CITY OF LANCASTER, THE CITY OF PALMDALE, THE
CITY OF VICTORVILLE, THE CITY OF ADELANTO, AND
THE CITY OF APPLE VALLEY**

HIGH DESERT CORRIDOR JOINT POWERS AGENCY

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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 XXXXXXXXXX (date), by and among the COUNTY OF LOS ANGELES, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, CITY OF LANCASTER, CITY OF PALMDALE, CITY OF VICTORVILLE, CITY OF ADELANTO, and CITY OF APPLE VALLEY, each of which is a body corporate and politic and a political subdivision of the State of California (the "State") (referred to collectively as "Members").

RECITALS:

WHEREAS, pursuant to the Act, the agency 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 Agency for the purposes set forth herein and to exercise the powers provided herein;

WHEREAS, the High Desert Corridor Joint Powers Authority, ("Predecessor JPA"), was created between Los Angeles County and San Bernardino County in November 2006, and shall be dissolved effective July 1, 2022;

WHEREAS, it is the intent of the Members that, to the fullest extent possible, the High Desert Corridor Joint Powers Agency shall be the successor in interest in all ways to the Predecessor JPA, and any other mechanisms or sources with which the Predecessor JPA was funded and any other obligations or benefits derived therefrom, including, without limitation, the proposed April 14, 2022, Funding Agreement between Predecessor JPA and the Los Angeles County Metropolitan Transportation Authority for the High Desert Intercity Rail Corridor Environmental Work, Surface, Transportation Board Filing, and Predecessor JPA Administration costs.

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.

"Agency" shall mean the High Desert Corridor Joint Powers Agency, 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 Agency 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.

"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 Agency.

"Member" means each of the County of Los Angeles, Los Angeles County Metropolitan Transportation Agency, City of Lancaster, City of Palmdale, City of Victorville, City of Adelanto, and City of Apple Valley.

"Members" means all of the Member agencies collectively.

"Predecessor JPA" means the High Desert Corridor Joint Powers Authority.

"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 AGENCY

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 Agency 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 Cities 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.

The Agency is intended to be the successor in interest, to the fullest extent possible, to the High Desert Corridor Joint Powers Authority, which shall be dissolved as of July, 1, 2022.

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 Agency shall be governed by a Board of Directors (Board), with each Director receiving one vote. The Board shall be comprised of seven Directors designated as follows:

- A. The County of Los Angeles shall be represented by its Fifth District Supervisor.
- B. Los Angeles County Metropolitan Transportation Authority ("Metro") shall be represented by the sitting Metro Board Director representing the Northern Los Angeles County Cities Sector seat.
- C. The City of Lancaster shall be represented by an individual selected by the Lancaster City Council.
- D. The City of Palmdale shall be represented by an individual selected by the Palmdale City Council.
- E. The City of Victorville shall be represented by an individual selected by the Victorville City Council.
- F. The City of Adelanto shall be represented by an individual selected by the Adelanto City Council.
- G. The City of Apple Valley shall be represented by an individual selected by the Apple Valley City Council.

Section 2.04. Alternates. Except as provided below, each Member shall appoint an alternate (Alternate) for its Director. The Alternate for Los Angeles County's Fifth District Supervisor shall be nominated by the Fifth District Supervisor and approved by the County of Los Angeles Board of Supervisors. The Alternate for Metro shall be nominated by the sitting Metro Board Director representing the Northern Los Angeles County Cities Sector seat and approved by the Metro Board of Directors.

Section 2.05. Term of Board of Directors. Each Director and Alternate shall serve at the pleasure of his or her appointing authority.

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, or governing body 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 seven Directors by approval by all Directors following ratification by the governing body of each Member.

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 First and Second Vice-Chairs. The Chair shall sign all contracts on behalf of the Agency, 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 Agency 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 Agency'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 Agency, unless the Bylaws of the Agency 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 Treasurer of the County of Los Angeles shall serve as the Treasurer of the Agency, unless and until otherwise determined by the Agency. The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Agency 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 Agency. The bond of the Treasurer under this Agreement shall be his official bond as the Treasurer of the County of Los Angeles and no additional bond will be required. The monies of the Agency 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 Los Angeles County.

Section 3.04. Contract With Certified Public Accountant. The Auditor-Controller of Los Angeles County shall serve as the Auditor of the Agency, unless and until otherwise determined by the Agency. 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 Agency. 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 Agency and shall be a charge against any unencumbered funds of the Agency 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 Agency and all records of the Agency relating thereto. The Secretary shall have charge of, handle, and have access to all other records of the Agency.

Section 3.06. Legal Advisor. The County Counsel of Los Angeles County ("County Counsel") shall serve as legal advisor and counsel to the Agency. County Counsel may consult with counsel for the other Members as necessary, or as directed.

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 Agency. 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 that 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 Agency 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. Creation of a Separate Legal Entity. As required in the Act, the Agency shall be a public entity separate from each of the Members in accordance with the meaning of California Government Code section 6503.5. Accordingly, there is hereby created a separate legal entity, which shall exercise its powers in accordance with the provision of this Agreement and applicable law.

Section 4.02. General Powers. The Agency shall exercise, in the manner herein provided, the powers that are common to each of the Members, or as otherwise permitted under the Act, and as is necessary to the accomplishment of the purpose, as provided in Section 2.01, Purpose, of this Agreement.

Section 4.03. Specific Powers. The Agency 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 4.04. 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 County of Los Angeles.

Section 4.05. Obligations of Agency. The debts, liabilities and obligations of the Agency shall not be the debts, liabilities and obligations of the Members.

Section 4.06. Successor in Interest to Predecessor JPA. It is the intent of the Members that, to the fullest extent possible, the High Desert Corridor Joint Powers Agency shall be the successor in interest in all ways to the Predecessor JPA, and any other mechanisms or sources with which the Predecessor JPA was funded and any other obligations or benefits derived therefrom, including, without limitation, the proposed April 14, 2022, Funding Agreement between Predecessor JPA and the Los Angeles County Metropolitan Transportation Authority for the High Desert Intercity Rail Corridor Environmental Work, Surface, Transportation Board Filing, and Predecessor JPA Administration costs.

ARTICLE V

POLICY AND TECHNICAL ADVISORY COMMITTEE

Section 5.01. Creation of Committee. There shall exist in the Agency a committee named the Policy and Technical Advisory Committee (PTAC). There shall be fourteen voting members of the PTAC who shall be appointed as follows: two each by the Members.

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, 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 their 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 Agency 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. Agency Liability and Indemnification. The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the Members. The Board of Directors of the Agency, and the officers, employees, and staff of the Agency 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 Agency funds, or failure to invest. No member of the Board of Directors, and no officer or employee of the Agency, 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 Agency shall indemnify, defend, and hold harmless the individual Board of Director members, and the Agency'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 Agency 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 Agency'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, Agency Liability and Indemnification, 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 that 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 Agency.

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 into the U.S. mail, first class, postage prepaid:

Los Angeles County

Fifth District Supervisor
869 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

With a copy to:

Los Angeles County Counsel
500 West Temple Street, Suite 648
Los Angeles, CA 90012

NOTE: each Member needs to provide contact info for notice

- The County of Los Angeles shall be represented by its Fifth District Supervisor.
- Los Angeles County Metropolitan Transportation Authority (“Metro”) shall be represented by the sitting Metro Board Director representing the Northern Los Angeles County Cities Sector seat.
- The City of Lancaster shall be represented by an individual selected by the Lancaster City Council.
- The City of Palmdale shall be represented by an individual selected by the Palmdale City Council.
- The City of Victorville shall be represented by an individual selected by the Victorville City Council.
- The City of Adelanto shall be represented by an individual selected by the Adelanto City Council.
- The City of Apple Valley shall be represented by an individual selected by the Apple Valley City Council.

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.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Chair

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____

- Los Angeles County Metropolitan Transportation Authority ("Metro") shall be represented by the sitting Metro Board Director representing the Northern Los Angeles County Cities Sector seat.
- The City of Lancaster shall be represented by an individual selected by the Lancaster City Council.
- The City of Palmdale shall be represented by an individual selected by the Palmdale City Council.
- The City of Victorville shall be represented by an individual selected by the Victorville City Council.
- The City of Adelanto shall be represented by an individual selected by the Adelanto City Council.
- The City of Apple Valley shall be represented by an individual selected by the Apple Valley City Council.