



HIGH DESERT CORRIDOR JOINT POWERS AGENCY BOARD OF DIRECTORS

MEETING AGENDA

Wednesday, November 9, 2022 – 2:00 p.m.

Members of the public may participate in the virtual meeting via Zoom info below. Please mute phones/computer audio, until you are called to speak.

HDC JPA Board Virtual Meeting Info:

Join HDC JPA Board of Directors Meeting via Zoom, click link below:

Join Zoom Meeting

<https://us02web.zoom.us/j/89827410211?pwd=emo1Z01Rb3IrVUYrelZhcVlNdUtZUT09>

Meeting ID: 898 2741 0211 Passcode: 385105

One tap mobile

+16699009128,,89827410211#,,, *385105# US (San Jose)

+16694449171,,89827410211#,,, *385105# US

Dial by your location

+1 669 900 9128 US (San Jose)

+1 669 444 9171 US

Meeting ID: 898 2741 0211 Passcode: 385105

Find your local number: <https://us02web.zoom.us/j/kfH7UuZ4R>

HDC JPA BOARD OF DIRECTORS MEMBERS

Kathryn Barger, Supervisor, 5th Supervisorial District, Los Angeles County
Juan Carrillo, Council Member, City of Palmdale
Council Member, City of Lancaster (appointment pending)
Ara Najarian, Chair, Los Angeles County Metropolitan Transportation Authority
Gabriel Reyes, Mayor, City of Adelanto
Elizabeth Becerra, Council Member, City of Victorville

HDC JPA BOARD MEMBER ALTERNATES

Dave Perry, 5th Supervisorial District Transportation Deputy, Los Angeles County (appointment pending)
Richard Loa, Council Member, City of Palmdale
Trolis Niebla, Assistant City Manager, City of Lancaster (appointment pending)
Debra Jones, Mayor, City of Victorville
Daniel Ramos, Council Member, City of Adelanto

HDC JPA STAFF

Executive Director: Arthur V. Sohikian
Legal Counsel: Laura Jacobson, Deputy County Counsel, Los Angeles County

OPEN SESSION

1. CALL TO ORDER –

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

- 4. PUBLIC COMMENTS:** HDC JPA is conducting business remotely. HDC JPA is committed to ensuring that our public meetings are accessible to the public and that the public can observe and address the meeting and to participate by providing written and oral comment on HDC matters. Please do not hesitate to reach out to Executive Director Arthur Sohikian at sohikian@highdesertcorrdior.org

At this time members of the public can address the HDC JPA Board of Directors regarding any items within the subject matter jurisdiction of the agency that are not separately listed on this agenda. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

5. HDC JPA VIRTUAL/REMOTE BOARD MEETING OPT-IN UNDER AB 361 – Legal Counsel

Recommended Action: *Adopt findings and approve November 9, 2022, virtual meeting under AB 361 during Proclaimed State of Emergency with findings as follows:*

- 1. There exists a “proclaimed state of emergency”, pursuant to the Governor’s State of Emergency Declaration, issued on March 4, 2020.*
- 2. State and/or local officials have imposed or recommended measures to promote social distancing.*

Future Meetings – Discussion and potential setting of special meetings.

If HDC JPA wishes to consider invoking AB 361 virtual meetings for subsequent meetings:

- a. The proclaimed state of emergency must remain active; or*
- b. State or local officials have imposed or recommended measures to promote social distancing;*

AND

- c. Not later than 30 days after teleconferencing for the first time under the AB 361, and every 30 days thereafter, the board shall again make the following findings by majority vote:*

The board has reconsidered the circumstances of emergency, and at least one of the following circumstances exist:

- a) The state of emergency continues to directly impact the ability of the members to meet safely in person; or,*
- b) State or local officials continue to impose or recommend measures to promote social distancing.*

6. HDC JPA ELECTION OF BOARD OFFICERS, APPROVE CONFLICT OF INTEREST CODE AND APPROVE 2023 HDC JPA BOARD MEETING SCHEDULE

Recommended Action:

- A. Election of HDC JPA Board Officers to January 2024.**
- B. Appoint Executive Director as HDC JPA Board Secretary**
- C. Approve Conflict of Interest Code**
- D. Approve HDC Quarterly Board meetings at 2pm as follows:**

- 1. January 12, 2023,**
- 2. April 20, 2023;**
- 3. July 13, 2023;**
- 4. October 19, 2023.**

7. HDC JPA PROPOSED BUDGET FOR FISCAL YEAR 2022-2023, TRANSFER OF FUNDS FROM CURRENT HDC JPA TO NEW HDC JPA, AND NEW WEBSITE – Executive Director

Recommended Action:

- A. Approve the inaugurated High Desert Corridor Joint Powers Agency Fiscal Year 2022-2023 Budget of \$1,236,500 (Attachment A - Proposed FY22-23 Budget, Attachment B - New JPA Agreement).
- B. Authorize the transfer of the remaining funds from the County of San Bernardino current High Desert Corridor Joint Powers *Authority* to the County of Los Angeles for the inaugurated High Desert Corridor Joint Powers *Agency* to be completed by December 31, 2022.
- C. Authorize the Executive Director to pay for creative design (logo creation) and website development for the inaugurated HDC Joint Powers Agency in the amount of \$8,500 to CV Strategies (Attachment C). The website for the inaugurated Agency is now www.highdesertcorridor.org
- D. Authorize the Executive Director to transfer the existing professional service contracts with the current HDC Joint Powers Authority consisting of AVS Consulting, Inc. (Attachment D) and Transportation Solutions (Attachment E) to the inaugurated HDC Joint Powers Agency to be completed by December 31, 2022.
- E. Authorize the Executive Director contractual signing authority for an amount not to exceed \$79,000.

8. HIGH DESERT INTERCITY HIGH-SPEED RAIL CORRIDOR SERVICE DEVELOPMENT PLAN UPDATE – Metro Regional Rail staff and Executive Director

Recommended Action: *Receive and file report.*

9. HDC JPA EXECUTIVE DIRECTOR REPORT – Executive Director

Recommended Action: *Receive and file report.*

10. HDC JPA BOARD MEMBER FUTURE AGENDA ITEMS

11. ADJOURNMENT. Next HDC JPA Board Meeting is January 12, 2023, 2pm.



AGENDA REPORT – BOARD ITEM 6
High Desert Corridor Joint Powers Agency

Date: November 9, 2022

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

Subject: Approve Election of Board Officers and 2023 HDC JPA Board Meeting Calendar
Recommendation Action:

- A. Election of HDC JPA Board Officers to January 2024.
- B. Appoint Executive Director as HDC JPA Board Secretary
- C. Approve HDC JPA Quarterly Board meetings at 2pm as follows:
 - 1. January 12, 2023,
 - 2. April 20, 2023;
 - 3. July 13, 2023;
 - 4. October 19, 2023.

Fiscal Impact:

There is no fiscal impact currently.



AGENDA REPORT – BOARD ITEM 7
High Desert Corridor Joint Powers Agency

Date: November 9, 2022

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

Subject: **HDC JPA Proposed Budget for Fiscal Year 2022-2023, Transfer of Funds and Website/Logo Creation**

Recommended Action:

- A. Approve the inaugurated High Desert Corridor Joint Powers Agency Fiscal Year 2022-2023 Budget of \$1,236,500 (Attachment A Proposed FY22-23 Budget, Attachment B - New JPA Agreement).
- B. Authorize the transfer of the remaining funds from the County of San Bernardino current High Desert Corridor Joint Powers **Authority** to the County of Los Angeles for the inaugurated High Desert Corridor Joint Powers **Agency** to be completed by December 31, 2022.
- C. Authorize the Executive Director to pay for creative design (logo creation) and website development for the inaugurated HDC Joint Powers Agency in the amount of \$8,500 to CV Strategies (Attachment C). The website for the inaugurated Agency is now www.highdesertcorridor.org
- D. Authorize the Executive Director to transfer the existing professional service contracts with the current HDC Joint Powers Authority consisting of AVS Consulting, Inc. (Attachment D) and Transportation Solutions (Attachment E) to the inaugurated HDC Joint Powers Agency to be completed by December 31, 2022.
- E. Authorize the Executive Director contractual signing authority for an amount not to exceed \$79,000.

Background

Due to the upcoming dissolution of the HDC Joint Powers Authority, most of the remaining jurisdictions inaugurated the High Desert Corridor Joint Powers Agency on September 26, 2022 (Attachment B – High Desert Corridor Joint Powers Agency Agreement). The current HDC Joint Powers Authority Board Adopted Budget for the Fiscal Year 2022-2023 is \$927,069 (Attachment A).

The new Agency agreement includes the transfer of funds and the contractual responsibilities, including the professional services contracts, of the soon to be dissolved HDC Joint Powers Authority to the inaugurated HDC Joint Powers Agency.

The new HDC JPA includes six (6) members and is governed by a Board of Directors appointed by each jurisdiction. The HDC JPA members include:

- 1. Los Angeles County – 5th Supervisorial District
- 2. Los Angeles County Metropolitan Transportation Authority, North Cities Representative
- 3. City of Palmdale in Los Angeles County, appointed by Palmdale City Council
- 4. City of Lancaster in Los Angeles County, appointed by Lancaster City Council
- 5. City of Adelanto in San Bernardino County, appointed by Adelanto City Council
- 6. City of Victorville in San Bernardino County, appointed by Victorville City Council.

Highlights of the Inaugurated HDC JPA Proposed Fiscal Year 2022-2023 Budget/Background:

- It is estimated that \$720,000 will fund the contract agreement with Transportation Solutions to complete the CEQA addenda/NEPA environmental clearance process with the Federal Railroad Administration (FRA) as the federal lead with the petition filed with the Surface Transportation Board for interoperability with other high-speed rail systems. With the completion of these environmental compliance items, the HDC JPA high speed rail project will be positioned to pursue federal, state, and local funds for the next phase of development which is design/engineering, Right-of-Way acquisition and construction.
- HDC JPA Management for JPA Restructuring, Multi-County Planning, Engagement, & Administration - Executive Management Professional Services. The agreement with AVS Consulting, Inc. was renewed in July 2022 for an annual amount not-to-exceed \$182,970.
- The County of Los Angeles will be providing auditing, controller, and legal counsel services for \$39,000 through June 30, 2023.
- Technical planning support and grant application assistance funding is available to take full advantage of the state and federal grant opportunities such as the Biden Bi-Partisan Infrastructure Bill and State SB1 Cycle 6 TIRCP grant.
- Community based stakeholder engagement funding is available and will continue to be strategically important in the upcoming phase of project development.
- Logo creation and new website development for the inaugurated HDC Agency is budgeted at \$8,500.
- Executive Director signing authority of \$79,000, potentially to procure federal and/or state grant applicant preparation consultants.

One Attachment: Combined Attachments A through E

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ATTACHMENT A

Inaugural High Desert Corridor Joint Powers Agency Proposed Budget for 2022-2023		
Task	Task Description	Budget by Category
1	1.1 Complete NEPA Re-evaluation/RE-validation and Record of Decision (ROD) tasks including: -Addressing FRA comments, provide revised version for FRA review, Prepare final version for NEPA Re-evaluation and prepare a ROD for FRA final approval. -Draft a Letter of Concurrence summarizing design changes and formal re-initiation of Section 7 consultation -Complete Section 106 process, including Tribe Consultation -Prepare CEQA addendum for state funding 1.2 Conclude Surface Transportation Board (STB) Petition Approval process. 1.3 Update Service Development Plan Board Adopted Professional Services Contract: Transportation Solutions	\$ 720,000
2	Technical/Planning & Grant Funding Application Assistance: Provide technical/planning assistance to support and grant application assistance for state funding and federal funding under the recent Biden Infrastructure Bill and other federal and state funding categories such as the Notifications of Funding Opportunity issued by FRA or USDOT. Contractor: TBD.	\$ 145,000
3	HDC JPA Executive Management: Oversee JPA Restructuring, Technical Analysis and Grant Applications, Equity Focused Planning and Engagement, & Administration: Board Adopted Professional Services Contract - AVS Consulting, Inc.	\$ 182,970
5	Los Angeles County Treasury, Auditor-Controller and Legal Counsel- JPA Restructuring, Monthly Support for Board Meetings, Review Board Action Items, Review of Compliance Issues.	\$ 39,000
6	Planning & Administration Staff Support: Next phase of project development requires additional staff to support the Executive Director to conduct additional planning tasks and project management.	\$ 105,000
7	Audit Services: To conduct San Bernardino County Closeout Audit and annual LA County Audit.	\$ 14,030
8	Multi-Media Promotion, Materials & Advertising	\$ 12,000
9	IT Support, GIS, Software & Website Mgmt.	\$ 10,000
10	Website Creation and Creative Design (Logo)	\$ 8,500
	Total Budget 2022-2023	\$ 1,236,500

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ATTACHMENT A

Inaugural High Desert Corridor Joint Powers Agency				
		Current Dissolution HDC Joint Powers Authority Budget for 2022-2023	Inaugural HDC Joint Powers Agency Proposed Budget for 2022-2023	
Task 1	1.1) Complete NEPA Re-evaluation/RE-validation and Record of Decision (ROD); 1.2) Conclude Surface Transportation Board (STB) Petition; 1.3) Develop Service Development Plan: Professional Services Contract - Transportation Solutions	\$ 720,000	\$ 720,000	
Task 2	Technical and Planning Support & Grant Funding Application Assistance	\$ -	\$ 145,000	
Task 3	HDC JPA Management: JPA Restructuring, Executive Management, Multi-County Planning, Engagement, & Administration - Executive Management Professional Services (AVS Consulting)	\$ 182,970	\$ 182,970	
Task 4	LA County Treasury, Auditor-Controller and Legal Counsel	\$ -	\$ 39,000	
Task 5	Planning & Administration Staff Support	\$ -	\$ 105,000	
Task 6	Audit Services (SB County Close-out and LA FY22 audit)	\$ 7,000	\$ 14,030	
Task 7	Multi-Media Promotion, Materials & Advertising	\$ -	\$ 12,000	
Task 8	IT Support, GIS, Software & Website Mgmt.	\$ 2,970	\$ 10,000	
Task 9	Website Creation and Creative Design (Logo)	\$ -	\$ 8,500	
Task 10	San Bernardino County Staff Assistance	\$ 24,099	\$ -	
	Total	\$ 937,039	\$ 1,236,500	
	Sources of Funding:			
	LA Metro	\$ 912,940	\$ 1,236,500	
	County of San Bernardino (inkind staff) from 7/1/22 - 12/31/22	\$ 24,099		
	Total Sources	\$ 937,039	\$ 1,236,500	

**HDC JPA November 9, 2022 Board Meeting Agenda Report 7
ATTACHMENT B**

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, AND THE CITY OF ADELANTO**

HIGH DESERT CORRIDOR JOINT POWERS AGENCY

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 September 26, 2022, by and among the COUNTY OF LOS ANGELES, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, CITY OF LANCASTER, CITY OF PALMDALE, CITY OF VICTORVILLE, and CITY OF ADELANTO, 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, and City of Adelanto.

"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 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 six 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.

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 six 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
Attention: Public Works Division
500 West Temple Street, Suite 648
Los Angeles, CA 90012

Los Angeles County Metropolitan Transportation
Authority ("Metro"): Metro Board Northern Los Angeles County Cities Sector
Representative, Office of Board Administration
1 Gateway Plaza, Mail Stop 99-3-1
Los Angeles, CA 90012

With a copy to: Los Angeles County Counsel
Attention: Transportation Division
500 West Temple Street, Suite 648
Los Angeles, CA 90012

The City of Lancaster: Mayor, City of Lancaster
44933 Fern Avenue
Lancaster, CA 93534

The City of Palmdale: Mayor, City of Palmdale
38300 Sierra Highway
Palmdale, CA 93550

The City of Victorville: Mayor, City of Victorville,
14343 Civic Drive
P.O. Box 5001
Victorville, CA 92392

The City of Adelanto: Mayor, City of Adelanto
11600 Air Expressway
Adelanto, CA 92301

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 LOS ANGELES

By: 
Fesia A. Davenport
Chief Executive Officer

Date: 9/26/2022

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: 
Laura T. Jacobson
Deputy County Counsel

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("METRO")

By: _____ Date: _____
Ara Najarian
Los Angeles County Metropolitan Transportation Authority
Northern Los Angeles County Cities Sector
Representative

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____

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 LOS ANGELES

By: _____
Chair, Board of Supervisors

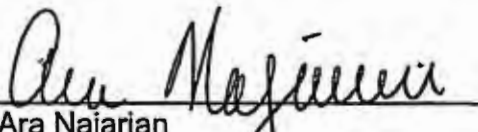
Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: _____

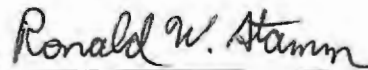
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("METRO")

By: 
Ara Najarian
Los Angeles County Metropolitan Transportation Authority
Northern Los Angeles County Cities Sector Representative

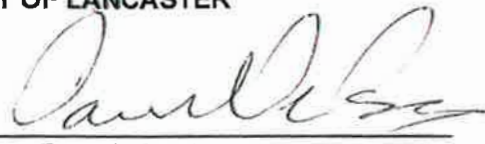
Date: 9-13-22

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By: 

CITY OF LANCASTER

By: 
Darrell Dorris
Councilmember, City of Lancaster

Date: 9/13/22

APPROVED AS TO FORM:

Lancaster City Attorney

By: 

CITY OF PALMDALE

By: _____
Juan Carrillo
Councilmember, City of Palmdale

Date: _____

APPROVED AS TO FORM:


Palmdale City Attorney

By: _____

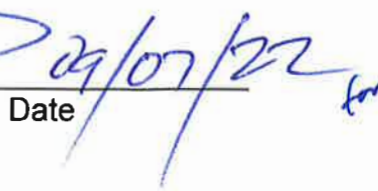
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers, and their official seal to be hereto affixed, as of the day and year written.


CITY OF PALMDALE:

ATTEST:


Steven D. Hofbauer
Mayor

Date




Shanae S. Smith, City Clerk

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel


Approved as to form:


Scott Porter
Acting City Attorney

By: _____

- 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 Adelanto shall be represented by an individual selected by the Adelanto City Council
- 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.


CITY OF VICTORVILLE

By: 
Elizabeth Becerra
Councilmember, City of Victorville

Date: 9/19/22

APPROVED AS TO FORM:

Victorville City Attorney

By: 

CITY OF ADELANTO

By: _____
Gabriel Reyes
Mayor, City of Adelanto

Date: _____

APPROVED AS TO FORM:

Adelanto City Attorney

By: _____

CITY OF VICTORVILLE

By: _____
Elizabeth Becerra
Councilmember, City of Victorville


Date: _____

APPROVED AS TO FORM:

Victorville City Attorney

By: _____

CITY OF ADELANTO

By:  _____
Gabriel Reyes
Mayor, City of Adelanto

Date: 9-22-2022

APPROVED AS TO FORM:

Adelanto City Attorney

By: _____

HDC JPA November 9, 2022 Board Meeting Agenda Report 7

ATTACHMENT C

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 1st day of October, 2022, by and between the High Desert Corridor Joint Powers Agency, (HDC JPA) and CV Strategies, a California corporation (“Consultant”) (collectively, sometimes referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the HDC JPA desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

HDC JPA Website and Logo Development (THE “SERVICES”)

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to this Agreement are:

- A. HDC JPA: High Desert Corridor Joint Powers Agency
- B. CONSULTANT: CV Strategies

2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

HDC JPA: High Desert
Corridor Joint Powers Agency

Attn:

CONSULTANT

CV Strategies Attn: Billing
Address: 73700 Dinah Shore Drive, Ste 402
Palm Desert, CA 92211

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The HDC JPA hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services and Rates Schedule," attached hereto as Exhibit "A" and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the HDC JPA, all work and services set forth in Exhibit "A." The Executive Director or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Executive Director, or his designee.

5. **Obligations of HDC JPA.**

A. The HDC JPA shall pay Consultant an amount not to exceed \$8,500 for all work necessary to complete the Services, as described in Exhibit A. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services to be performed, at the rates and schedule set forth in Exhibit A.

B. No payment made hereunder by the HDC JPA to Consultant, other than the final payment, shall be construed as an acceptance by the HDC JPA of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

6. **Obligations of the Consultant.**

A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.

B. Consultant shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the HDC JPA.

7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the HDC JPA, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney's fees, incurred to the extent arising out of or related to Consultant's negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the HDC JPA, its officers and employees, using counsel of the HDC JPA's choosing, from and against any and all claims covered by the indemnity in the preceding sentence.

8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the HDC JPA and Consultant.

9. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The HDC JPA shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

10. **Term; Effective Date.** This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the HDC JPA and the Consultant. This Agreement shall continue in full force and effect until 6/30/2023, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the HDC JPA and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

A. For Convenience. The HDC JPA may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.

B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the HDC JPA may authorize in writing) after receipt of notice from the HDC JPA

specifying such failure. Should the failure not be corrected within this time period, the HDC JPA may immediately terminate the Agreement by written notice to Consultant.

- C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, “documents”) related to the Services shall become the HDC JPA’s property. Consultant shall provide all documents to the HDC JPA that have not yet been within ten (10) calendar days after termination of the Agreement.

12. Independent Contractor. Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the HDC JPA. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. Insurance.

- A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed “A-, VIII” or better in the Best’s Key Rating Guide:

Commercial General Liability

Each Occurrence \$1,000,000

Per Project General Aggregate \$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for

Bodily Injury and Property Damage \$1,000,000

(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California Statutory Limits

Employers’ Liability

Each Accident \$1,000,000

Bodily Injury by Disease \$1,000,000

Each Employee \$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers’ Liability policies)

Professional Liability

Each Occurrence \$1,000,000

General Aggregate \$1,000,000

Provide one of the following for cyber-related services

Technology Professional Liability

(Errors and Omissions)

Each Occurrence \$2,000,000

General Aggregate \$2,000,000

(Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant pursuant to this Agreement and shall include, without limitation, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as any applicable regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.)

Or

Cyber Liability Insurance

Each Occurrence \$2,000,000

General Aggregate \$2,000,000

- B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the HDC JPA insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.
- D. Any deductibles or self-insurance retentions must be declared and approved by the HDC JPA. At the HDC JPA's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the HDC JPA insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. All insurance shall be primary and non-contributory as respects the HDC JPA insured entities. Any insurance or self-insurance maintained by the HDC JPA insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.
- F. Consultant shall furnish the HDC JPA with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

- (1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the HDC JPA.
- (2) List in the "Descriptions of Operations/Locations/Vehicles" section:
HDC JPA Website and Logo Development. The HDC JPA, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."
- (3) List in the Certificate "HDC JPA"

14. Commencement and Completion of Work. The Services to be provided by Consultant pursuant to this Agreement shall commence within 5 days after execution of this Agreement, and shall be completed by 6/30/2023, provided however, that the Parties may agree to extend the time for completion upon mutual written agreement.

15. Ownership of Documents. All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the shall be the property of the HDC JPA. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to HDC JPA without restriction or limitation on their use.

16. Data Provided to Consultant. HDC JPA shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the HDC JPA's possession which may facilitate the timely performance of the work described in Exhibit A.

17. Consultant's Warranties and Representations.
Consultant warrants and represents to HDC JPA as follows:

- A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.
- B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, HDC JPA shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in

the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

- C. Consultant has no knowledge that any officer or employee of the HDC JPA has any interest, whether contractual, non contractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to HDC JPA, even if such interest would not be deemed a prohibited “conflict of interest” under applicable laws.
- D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

18. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

- B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys’ fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

- C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit “A” Scope of Services and Rates Schedule

20. Governing Law.

This Agreement shall be governed by the laws of the State of California.

21. Effective Date.

This Agreement shall become effective as of the date set forth below on which the last of the parties, whether HDC JPA or Consultant, executes said Agreement.

[Signatures begin on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

By
(Name, Title)

Dated: _____

By:
(Name, Title)

Dated: _____

EXHIBIT A

SCOPE OF SERVICES AND RATES SCHEDULE

Professional Services: HDC JPA Website and Logo Development

OUTREACH STRATEGY	DESCRIPTION	Hours	Cost
Website Design	<ul style="list-style-type: none">« Collaborate with staff to identify critical components and determine site map« Develop overall design« Incorporate opportunities for video and photography into the overall design« Create graphics/infographics as needed« Optimize and integrate existing content from current SRSC« Utilize WordPress CMS to ensure staff ability to update as needed	30-35	\$5,500
Logo Design	<ul style="list-style-type: none">« Design a new logo for HDC JPA« Incorporate design elements as discussed	15-20	\$3,000
Subtotal		45-55	\$8,500
Total Cost (Not to exceed)			\$8,500



High Desert Corridor Joint Powers Authority



BOARD AGENDA REPORT 8b The High Desert Corridor Joint Powers Authority

Date: April 14, 2022
 To: The High Desert Corridor Joint Powers Authority Board of Directors (HDC JPA)
 From: Arthur V. Sohikian, Executive Director
 Subject: **PROFESSIONAL SERVICES CONTRACTS FOR HDC JPA DISSOLUTION
 HDC JPA Executive Director and Administration Support Services (AVS Consulting, Inc.) Contract Extension and Funding**

Recommended Action: Approve the AVS Consulting, Inc. Contract Extension with funding in the HDC JPA Fiscal Year 2022-2023 Recommended Budget of a not-to-exceed amount of \$182,970 to conduct the work as the Executive Director and Administration Support Services for the HDC JPA for FY 2022-2023.

Fiscal Impact:

The HDC JPA Fiscal Year 2022-2023 Recommended Budget includes Executive Director and Administration Support Services through June 30, 2023. The AVS Consulting, Inc. monthly invoice for Executive Director and Administration Support Services not-to-exceed yearly amount of \$182,970 or \$15,248 monthly.

AGREEMENT BETWEEN HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY AND AVS CONSULTING, INC.

HDC EXECUTIVE DIRECTOR AND SUPPORT SERVICES (AVS CONSULTING, Inc.) CONTRACT AMENDMENT

IT IS HEREBY AGREED AS FOLLOWS:

AVS Consulting, Inc. Contract Amendment

IN THAT CERTAIN Contract Amendment by and between HIGH DESERT CORRIDOR (HDC) JPA and AVS CONSULTING, INC., to provide services for the general purpose of planning, operation, and maintenance of transportation and utility corridors throughout the Counties' high deserts, as more specifically stated in the HDC Joint Powers Agreement, which contract first became effective October 29, 2020, changes were made July 1, 2022, with approval of funds in the FY21/22 Budget.

Kathryn Barger
Supervisor, Los Angeles County Fifth District (Chair)

Darrell Dorris
Council Member, City of Lancaster

Steven D. Hofbauer
Mayor, City of Palmdale

Ara Najarian
Council Member, City of Glendale

Col. Paul Cook (Ret.)
Supervisor, San Bernardino County First District (Vice Chair)

Scott Nassif
Council Member, Town of Apple Valley

Debra Jones
Mayor, City of Victorville

Gabriel Reyes
Mayor, City of Adelanto

Section 3. is amended to read:

3. Term and Budget

Subject to compliance with all terms and conditions, this Contract Amendment is effective as of July 1, 2022, to June 30, 2023, for a not-to-exceed yearly amount of \$182,970 or \$15,248 monthly. All other terms, conditions and covenants remain in full force and effect.

Section 17. is added to read:

17. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

All other terms, conditions and covenants remain in full force and effect.

Signatures on next page

HIGH DESERT CORRIDOR JPA


HDC JPA Chair
Kathryn Barger

4/20/22
Date

AVS CONSULTING, Inc.



Arthur V Sohikian
President

April 15, 2022
Date



High Desert Corridor Joint Powers Authority

BOARD AGENDA REPORT 8 A

The High Desert Corridor Joint Powers Authority

Date: April 14, 2022
To: The High Desert Corridor Joint Powers Authority Board of Directors (HDC JPA)
From: Arthur V. Sohikian, Executive Director
Subject: **PROFESSIONAL SERVICE CONTRACTS FOR HDC JPA DISSOLUTION**
Transportation Solutions Contract Amendment 8

Recommended Action: Approve Transportation Solutions Contract Amendment 8, including subcontractors, for a not to exceed amount of \$720,000, including the extension of the contractual performance period from December 31, 2022, to June 30, 2023, with funding included in the HDC JPA Fiscal Year 2022-2023 Recommended Budget effective July 1, 2022; and authorize the Executive Director/County of San Bernardino to execute the Transportation Solutions Contract Amendment 8.

Fiscal Impact:

The HDC JPA Fiscal Year 2022-2023 Recommended Budget includes funding for a not to exceed amount of \$720,000 through June 30, 2023.

Background: This Amendment No. 8 ("Amendment") to the Professional Services Agreement for Rail Connector Implementation Study, effective as of July 1, 2022, is made and entered into by and between the High Desert Corridor Joint Powers Authority ("HDC JPA") and Transportation Solutions ("Consultant").

I. Most Recent Prior Amendments

On December 8, 2018, the HDC JPA entered Amendment No. 5 to the Professional Services Agreement for Rail Connector Implementation Study with Consultant for the purpose of obtaining the services of consultant to prepare the HDC Rail Component Record of Decision (ROD). Section III of Amendment No. 5 to the Agreement provided that the Term of the Agreement period was to commence upon issuance of a written Notice to Proceed issued by the HDC JPA and was to continue in full force and effect through December 31, 2019, or upon completion of the final Transportation Solutions interim report, whichever is sooner.

On July 8, 2020, the HDC JPA entered Amendment No. 6 to continue work to obtain a Rail Component ROD from the Federal Railroad Administration (FRA). The Term of the Agreement period was extended to December 31, 2021.

Kathryn Barger
 Supervisor, Los Angeles County Fifth District (Chair)

Darrell Dorris
 Council Member, City of Lancaster

Steven D. Hofbauer
 Mayor, City of Palmdale

Ara Najarian
 Council Member, City of Glendale

Col. Paul Cook (Ret.)
 Supervisor, San Bernardino County First District (Vice-Chair)

Scott Nassif
 Council Member, Town of Apple Valley

Debra Jones
 Mayor, City of Victorville

Gabriel Reyes
 Mayor, City of Adelanto

Amendment 7 extended Amendment No. 6 to continue work on the FRA ROD, as well as environmental clearance from the Surface Transportation Board (STB). The Term of the Agreement was extended to December 31, 2022, or upon completion of the final ROD from FRA with environmental clearance from the STB, whichever is first.

II. Scope of Work

Paragraph V of the original Agreement, Scope of Work, is hereby amended and will supplement the existing Scope of Work with the following Scope of Work:

Complete Re-evaluation/RE-validation and Record of Decision (ROD) tasks including:

- Addressing FRA comments, provide revised version for FRA review, prepare final version for NEPA Re-evaluation and prepare a ROD for FRA final approval.
- Draft a Letter of Concurrence summarizing design changes and formal re-initiation of Section 7 consultation
- Complete Section 106 process, including Tribe Consultation
- Prepare CEQA addendum for state funding

Conclude Surface Transportation Board Petition approval process and application waiver request and other related tasks to complete this phase of project development for the HDC high speed rail project. This would close out one of the major pending items for dissolution of the HDC JPA.

III. Compensation and Invoicing

Paragraph VI of the original Agreement set forth the compensation and invoicing for the original Scope of Work and is hereby amended to add the following:

The method of payment for the expanded Scope of Work set forth in this Amendment will be based on a total sum, subject to availability and receipt of funding, not to exceed \$720,000.

In addition, Consultant will also be authorized to subcontract for Financial, Legal, and Engineering upon approval of the HDC JPA staff. Progress payments may be made monthly in arrears based on the percentage of Work completed by consultant or subcontractors.

Consultant shall submit progress reports with its invoices. Payments to Consultant shall be made within sixty (60) calendar days after receipt and approval by the HDC JPA.

Amendment 8 not to exceed \$720,000 budget breakdown is as follows:

Transportation Solutions – \$126,000

Venable LLP- \$140,000

AECOM - \$21,000

CirclePoint - \$433,000

IV. Other Terms of the Agreement

All other terms of the Agreement remain in full force and effect.

Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

All other terms, conditions and covenants remain in full force and effect.

IN WITNESS WHEREOF, the High Desert Corridor Joint Powers Authority ("HDC JPA") and Transportation Solutions ("Consultant") have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

HIGH DESERT CORRIDOR JPA



Arthur Sohikian
Executive Director

TRANSPORTATION SOLUTIONS


Neil Peterson

April 15, 2022

Date

4/18/22
Date

HDC JPA November 9, 2022 Board Meeting Agenda Report 8 HDC JPA Service Development Plan

High Desert Corridor Service Development Plan Update

HDC JPA Board Meeting November 9, 2022

High Desert Corridor Intercity Rail Service Development Plan

Conceptual Video of HDC Intercity High-Speed Rail Project



High Desert Corridor Intercity Rail Service Development Plan

Next Steps

- 1. Review Draft SDP with funding partners**
- 2. Review Draft SDP with key stakeholders**
- 3. Presentation of SDP to HDC
Stakeholders in November 2022**
- 4. Complete Final Service Development
Plan after incorporating comments
received by December 2022 (subject to
FRA coordination)**





AGENDA REPORT – BOARD ITEM 9
High Desert Corridor Joint Powers Agency

Date: November 9, 2022

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

Subject: **HDC JPA Executive Director Report**

Recommended Action: Receive and File Report

Fiscal Impact: Items mentioned in this report may have a future fiscal impact.

The High Desert Corridor JPA November 2022 Executive Director Report will cover the following items:

1. Inaugural HDC JPA Board of Directors Meeting

The new HDC JPA includes six (6) members and is governed by a Board of Directors appointed by each jurisdiction. Today, is the Inaugural Board Meeting of the HDC JPA Board of Directors as follows:

1. Los Angeles County – 5th Supervisorial District
2. Los Angeles County Metropolitan Transportation Authority, North Cities Representative
3. City of Palmdale in Los Angeles County, appointed by Palmdale City Council
4. City of Lancaster in Los Angeles County, appointed by Lancaster City Council
5. City of Adelanto in San Bernardino County, appointed by Adelanto City Council
6. City of Victorville in San Bernardino County, appointed by Victorville City Council.

The HDC JPA Executive Director has coordinated with San Bernardino County and Los Angeles County Treasury and County Counsel to achieve a seamless transition. The HDC JPA thanks CV Strategies Vice President Ms. Tara Bravo for guiding the team through the creation of a new logo and design of the HDC website at www.highdesertcorridor.org

2. High Desert Intercity High Speed Rail Project in Federal NEPA Environmental Process

The HDC JPA submitted the High Desert Intercity High Speed Rail Project petition for Reevaluation to the Federal Railroad Administration (FRA) and Surface Transportation Board (STB) in April 2021. FRA is the Lead Agency for the NEPA environmental process.

The High Desert Intercity High Speed Rail Project objective is to proceed with the FRA NEPA process with a goal to receive the Record of Decision (ROD/NOD), Notice of Determination approval in 2023. This will complete clearance for the high-speed rail project to then advance to the next phase of Project Development which is advancing engineering to 35-40%.

3. Seek Federal and State Grant Opportunities

The Inaugural HDC JPA budget includes funds to procure consultants to assist in Federal and State Grant Opportunities expected to be available in December 2023. The FRA will release the Biden Bi-Partisan Infrastructure Bill Corridor Identification and Development Program funding opportunity in December 2022 with applications due to FRA in Feb/March 2023. Information can be found at <https://railroads.dot.gov/BIL>

The FRA Corridor Identification and Development Program September 27, 2022, Solicitation Preview presentation slides are attached.

The CalSTA will release the Cycle 6 SB1 2022 Transit and Intercity Rail Capital Program (TIRCP) Call for Project Applications in December 2022 with project submittals due in February 2023. Information can be found at <https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog>. The HDC JPA staff will participate in the November 3, 2022, TIRCP Guidelines Workshop.

3. Metro HDC Intercity Rail Service Development Plan & Funding Plan

The Metro HDC Intercity Rail Service Development Plan & Funding Plan is nearing conclusion. Metro staff will present the current Plan update at the HDC JPA November 9, 2022, Board meeting. The Plan is funded with \$3.5 million of HDC Measure M funds, \$1.375 million in CalSTA 2018 Transit Intercity Rail Capital Plan State grant funds under the Network Integration category, and \$625K from Brightline West (\$250K in cash and \$375K of in-kind contributions).

4. High Desert Intercity High Speed Rail Project Map & Timeline Highlights



- 2016 - High Desert Corridor Multi-purpose corridor receives California CEQA clearance which included a highway and high-speed rail line.
- 2018 - High Desert Corridor Joint Powers Authority (HDC) supports study of an alternative to the HDC 2016 Locally Preferred Alternative (LPA), Highway Component and decides to focus on first phase as the High Desert Intercity High Speed Rail Project of the LPA.
- 2020 - Caltrans declares No Build for the highway portion. Metro and San Bernardino County Transportation Authority focuses on widening SR18/SR138 as a continuous 4-lane highway between the Antelope and Victory Valleys.
- April 2021, HDC JPA submits Reevaluation petition to Federal Railroad Administration (FRA) and Surface Transportation Board (STB) to receive NEPA clearance and receive the Rail Project Record of Decision (ROD/NOD).
- High Desert Intercity High Speed Rail Project proposes a 54-mile corridor (Palmdale to Victor Valley) that can be traveled in roughly 30-minutes with two-stations.
- One Station in Palmdale and One Station in Victor Valley: Proposed integration with Palmdale California High Speed Rail Station and Brightline West Desert Xpress Victor Valley Station.
- The estimated cost of the HDC Rail Project is \$5.54B in year of expenditure dollars, calculated based on the assumed service operations in 2031 and an escalation rate at 3% per year. Environmental clearance could accommodate doubled track. Future design and cost considerations will determine.
- Nealy all the 54-mile route of the HDC high-speed rail project is within Equity Communities in the high desert communities of Los Angeles and San Bernardino Counties.



RAIL

MOVING AMERICA FORWARD

HDC JPA November 9, 2022 Meeting Agenda Report 9
Executive Director Report

Corridor Identification and Development Program— Solicitation Preview

Wynne Davis, Office of Regional Outreach and Project Delivery
Peter Schwartz, Office of Railroad Planning and Engineering



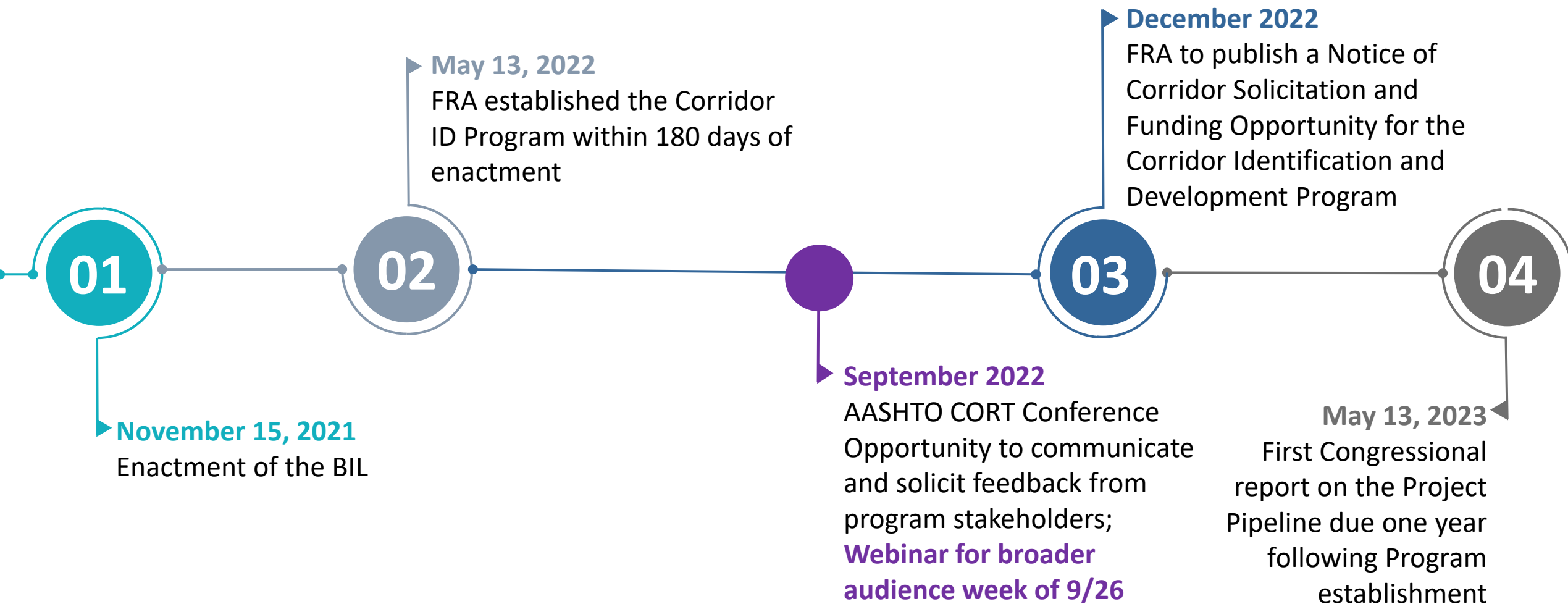
U.S. Department of Transportation
Federal Railroad Administration

September 27, 2022

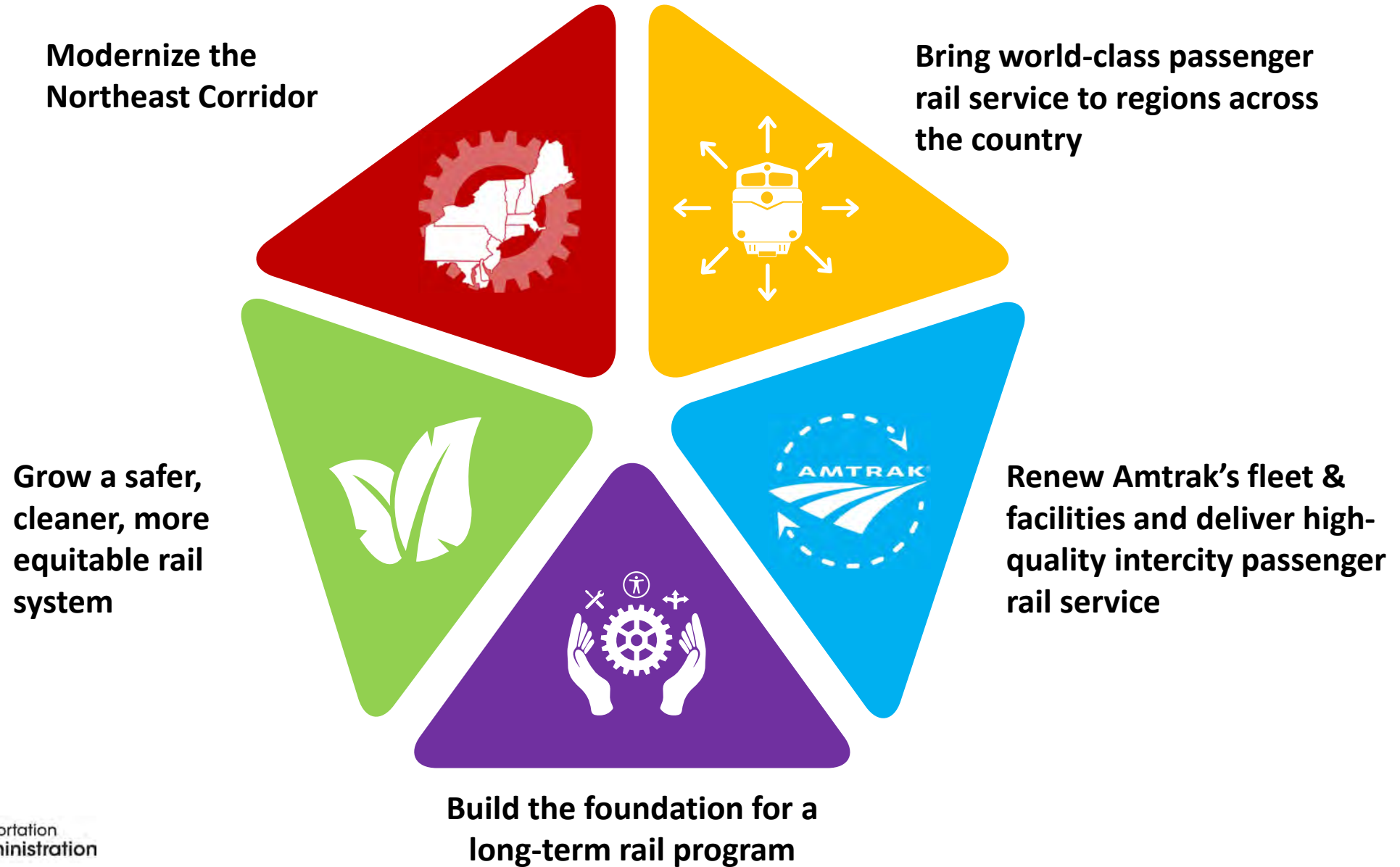
Presentation Overview

- **Corridor ID Introduction**
- **Significant Program Policies**
- **Program Eligibility and Reach**
- **Why Pursue Corridor ID?**
- **Corridor ID Funding and Structure**
- **Application Requirements**
- **Eligibility & Selection**
- **Questions**

Corridor ID Timeline



Bipartisan Infrastructure Law: Rail Development Goals

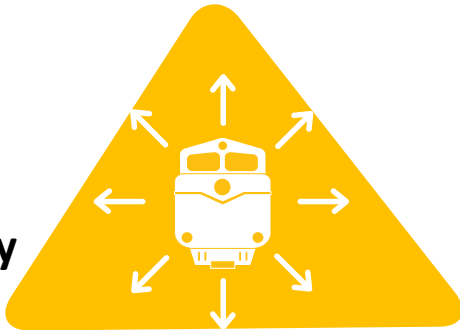


Corridor ID Program Overview

Build the foundation for a long-term rail program



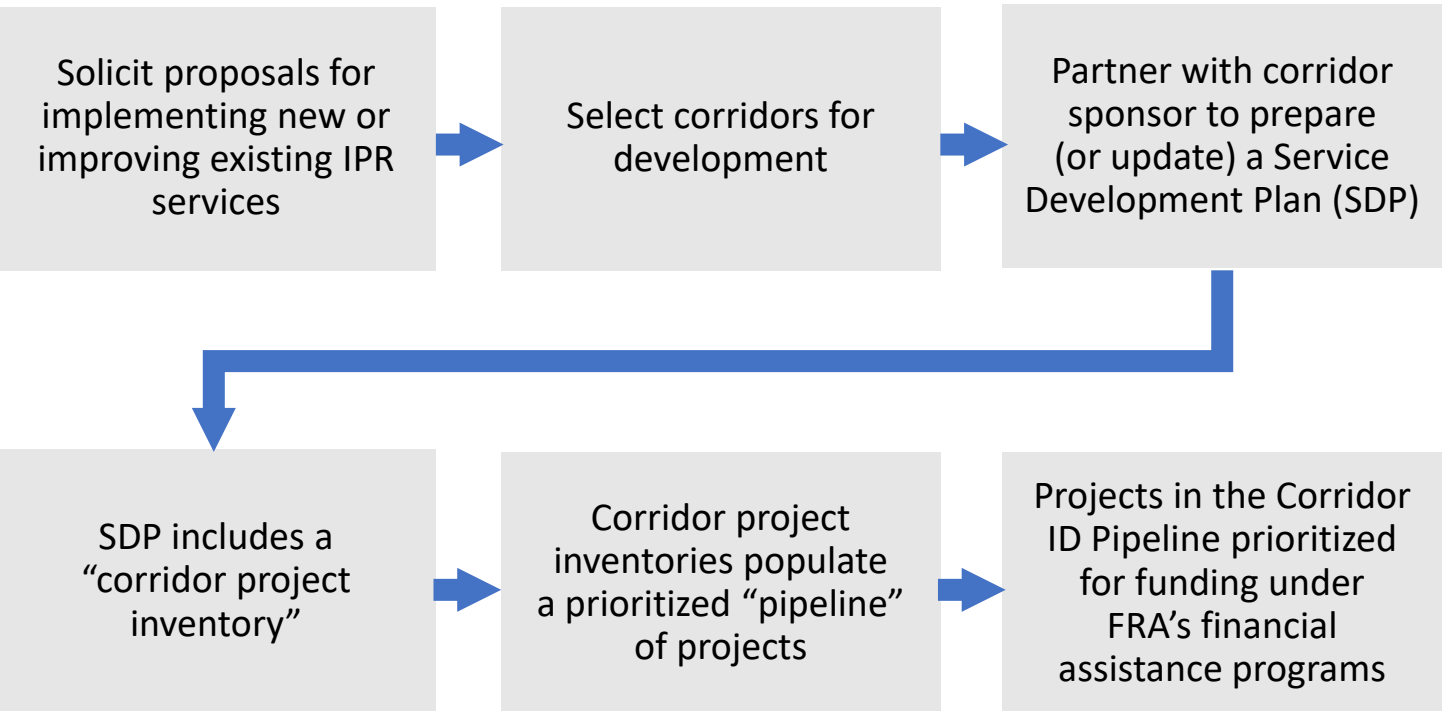
Bring world-class passenger rail service to regions across the country



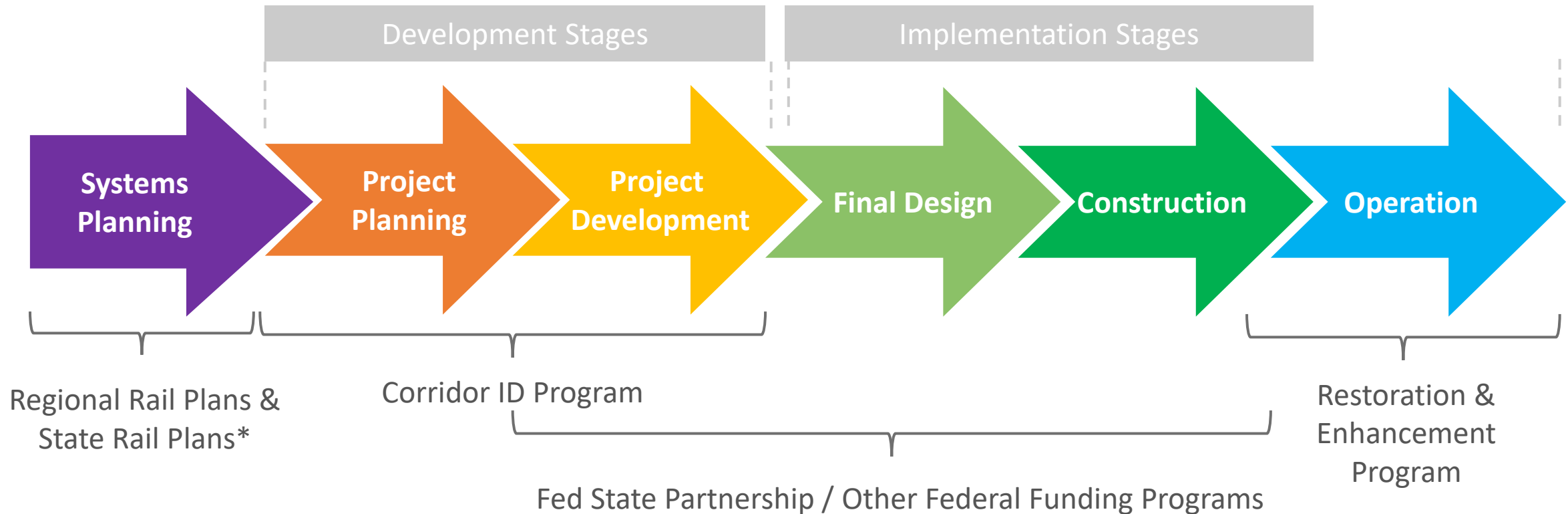
Grow a safer, cleaner, more equitable rail system



Corridor ID creates a foundational framework for identifying and developing new or improved intercity passenger rail (IPR) services. Under the program, FRA will:



FRA Project Lifecycle Stages – Corresponding FRA Funding Programs



*Regional Rail Planning and State Rail Plans may be funded through other FRA funding programs.

Establishing the Program – Significant Policy Positions



Corridor ID will be **the primary mechanism for developing off-Northeast Corridor intercity passenger rail corridors and projects** for subsequent implementation



Corridor ID is a home **for all types of Intercity Passenger Rail corridors**—new, significant improvements, and modest improvements to existing service are all welcome



Corridor ID will **regularly solicit proposals for additional corridors** to enter the program—this is not a one-time opportunity



Level of non-Federal commitment may be modest at the beginning but must grow as a corridor advances through the Program



Corridors/Projects that advance to the Project Pipeline should be **ready for immediate implementation** (Final Design/Construction)

Nearly any public entity with a role in transportation...

- Amtrak
- States
- Groups of States
- Entities implementing interstate compacts
- Regional passenger rail authorities
- Regional planning organizations
- Political subdivisions of a State
- Federally recognized Indian Tribes

Corridor Eligibility

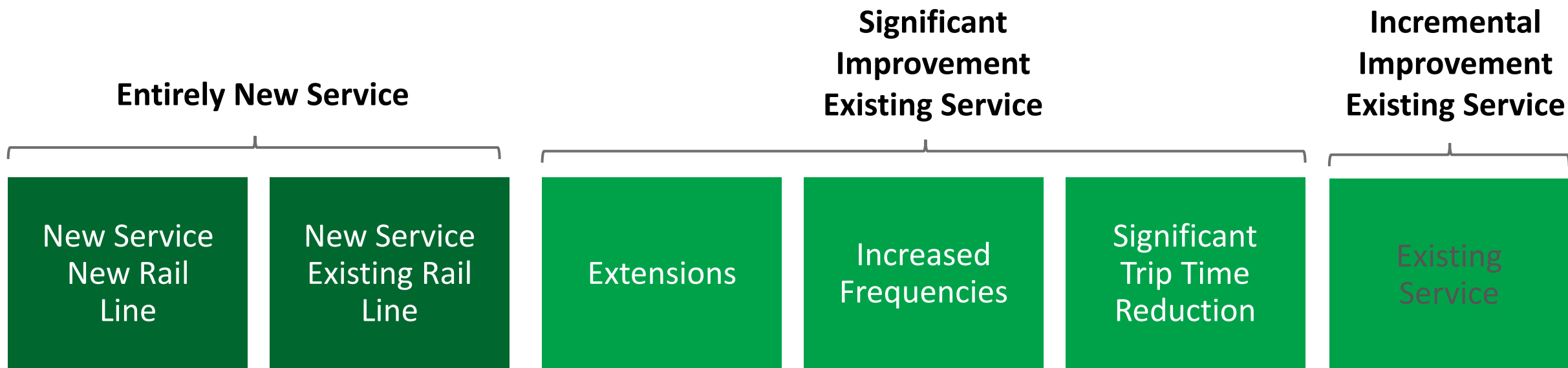
Eligible Corridors

- Short-distance (<750 miles) IPR services
- Restoring service over any route formerly operated by Amtrak
- Increasing frequencies of long-distance service (will be analyzed as part of the FRA-led Long-Distance Study)

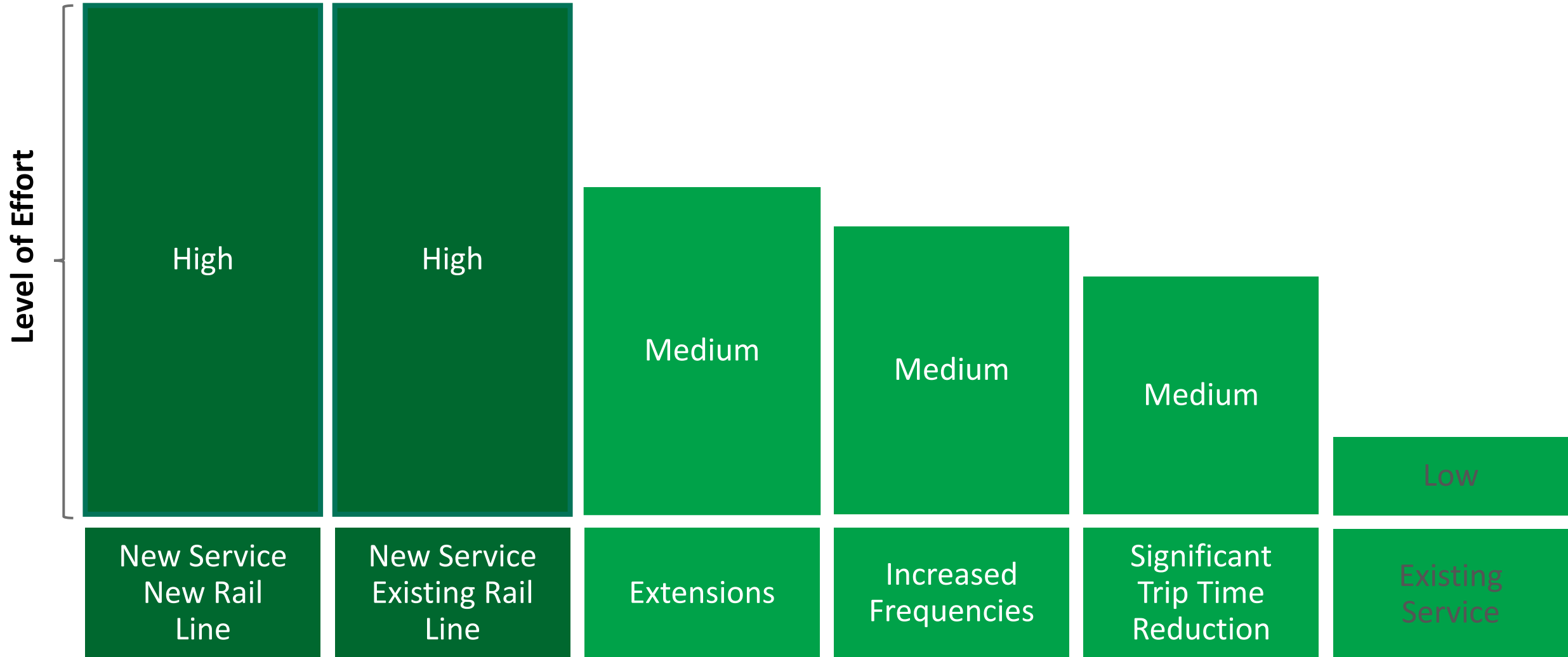
Ineligible Corridors

- Commuter rail
- Increments of an IPR corridor that if advanced alone, would not meet the definition of a stand-alone IPR corridor
- Technology that is under development but not yet proven

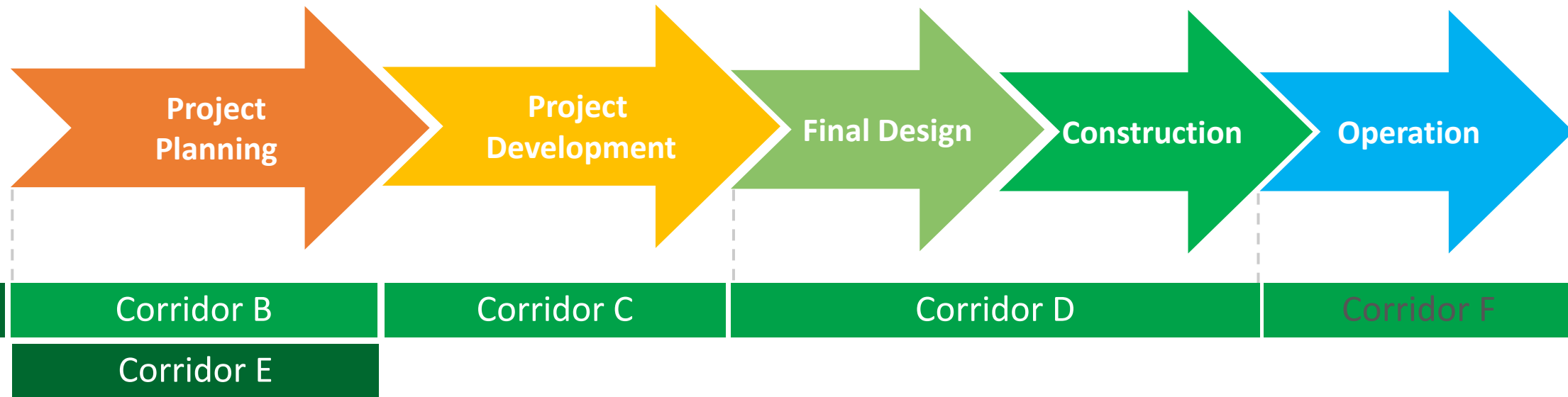
What Kind of Corridor Proposals Could Have a Home in Corridor ID?



Level of Effort



FRA will Consider Work Undertaken to Date



- A Corridor may have little to no development work completed
- B Corridor may have on-going FRA funded development efforts
- C May have completed FRA-funded efforts / environmental review
- D & E May have development efforts independent from FRA
- F Existing corridors are already under operation

*FRA will meet you
where you are in
the project
development
lifecycle*

Why Corridor ID?



Funding for next stages of development



Relationship with FRA



Get on the map

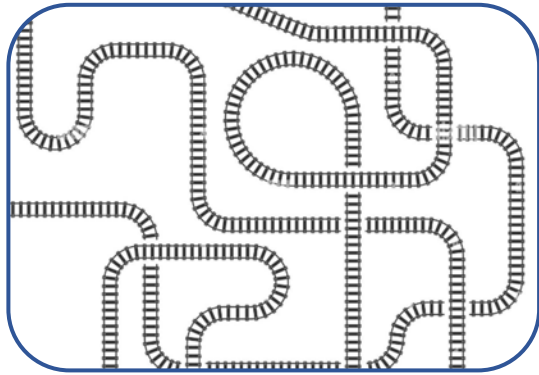


Preliminary narrowing of corridor alternatives pre-NEPA

Corridor ID Funding—Development Stages

		Development Stages			
	Expression of Interest	Submission of Corridor Proposal	Project Planning Step 1: SDP Scoping & Program Initiation	Project Planning Step 2: Service Development Planning	Project Development Step 3
Key Activities	<ul style="list-style-type: none"> Submit expression of interest to docket 	<ul style="list-style-type: none"> Submit corridor proposal in response to upcoming solicitation 	<ul style="list-style-type: none"> Sponsor creates the capacity necessary to undertake the service planning effort Sponsor develops scope, schedule, and budget for planning effort 	<ul style="list-style-type: none"> Sponsor, in collaboration with FRA, prepares service development plan for corridor 	<i>For a Phase of Implementing Corridor</i> <ul style="list-style-type: none"> Sponsor completes environmental review Sponsor completes PE
Prerequisites	None	None	<ul style="list-style-type: none"> Selection of Corridor 	<ul style="list-style-type: none"> Completion of Step 1 	<ul style="list-style-type: none"> Completion of Step 2 Phase likely to be implemented Phase likely to benefit IPR Service
Binding Commitment	None	None	Delivery of scope and cost estimate for SDP	Completion of SDP, approved by FRA	Completion of PE / NEPA for phase
Funding	None	None	~\$500k “seed money,” 0% match <i>(Unspent funds carry forward)</i>	\$XX determined through scoping effort, 10% match	\$XX determined through SDP, 20% match

Corridor Proposals



Characteristics of the Corridor



Readiness to enter the Program



Statutory and Other
Evaluation and Selection
Criteria



FRA will **NOT** require service development planning outputs as part of the corridor proposal

Scaling of Corridor Proposal

- Applicants are encouraged to submit proposals that encompass the full scope of their interest
- FRA will engage the corridor sponsor to jointly determine what to advance into the program
- Potential elements for discussion:

*Need to focus on
narrower selection or
combine corridors*

*Service characteristics
too ambitious or not
ambitious enough*

*Geographic scope too
broad or too narrow*

*Scope of improvements
too ambitious or not
ambitious enough*

Outreach

- FRA will conduct **outreach with potential sponsors** and other interested parties who submitted Expressions of Interest in response to the May 13 Federal Register Notice
- FRA will also **meet with current corridor sponsors** that have not yet submitted Expressions of Interest
- Outreach focused on **dialogue between FRA and sponsors** on Corridor ID program
- In Q4, FRA will conduct a **webinar** related to applications for Corridor ID

Contact Us

Federal Railroad Administration
1200 New Jersey Avenue, SE
Washington, DC 20590



Connect with us [USDOTFRA](#)

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