

High Desert Corridor
Joint Powers Authority

July 6, 2020

Meeting Materials

Item 7

Terminate Agreement with San Bernardino
County for Part-time Staff Coordinator Position



High Desert Corridor Joint Powers Authority



E-220 HIGH DESERT CORRIDOR

Date: July 6, 2020

Subject: Staff Coordinator Position

Recommended Action: Terminate the Agreement with San Bernardino County for the employment and reimbursement of a part-time Staff Coordinator position for the High Desert Corridor Position.

Background: On September 23, 2008, the County of San Bernardino (County) approved Agreement No. 08-749 between the High Desert Corridor JPA (JPA) for employment and reimbursement of a staff coordinator position. Under this Agreement, the County is to hire a part-time Staff Coordinator to serve as a principal consultant to the JPA and perform duties that include, but aren't limited to, developing and implementing a plan of action to seek State legislation permitting public/private partnership authority with respect to the Project; overseeing and providing direction to contracted consultants hired by the JPA in specialized legal, financial, and environmental services; identifying funding opportunities, forming coalitions of support, and working with funding agencies to secure financing for the Project. The JPA was to reimburse the County for 65% of the cost of the position.

The position has been vacant since 2018, with the San Bernardino County Governmental and Legislative Affairs Director serving as the staff coordinator for the JPA. While staff has been able to mitigate any potential conflicts thus far and fulfill the requirements of the Agreement, establishing a position or retaining a consultant that reports to the JPA will better align the position and be in the interest of the Project. Either party may terminate the Agreement by serving written notice of its intent to terminate within 30 days of the proposed termination date. Approval of the item will permit staff to notify the County of San Bernardino.

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AGREEMENT BETWEEN THE HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY AND THE COUNTY OF SAN BERNARDINO (PARTIES) FOR REIMBURSEMENT OF STAFF COORDINATOR COSTS ASSOCIATED WITH THE HIGH DESERT CORRIDOR PROJECT

WHEREAS, the High Desert Corridor Joint Powers Authority (JPA) is a separate legal agency created in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with Section 6500) by and between the County of Los Angeles and the County of San Bernardino (Members), each of which are separate corporate bodies and political subdivisions of the State, and

WHEREAS, the JPA and each Member thereof desires to create and establish the High Desert Corridor, a 66 mile stretch of freeway connecting the Los Angeles County communities of Palmdale/Lancaster with the San Bernardino County communities of Victorville, Apple Valley, and Adelanto, and

WHEREAS, the JPA is desirous of reimbursing the County of San Bernardino an amount equal to 65% of the annual salary for a part-time Staff Coordinator hired by that County to serve as a principal consultant for the JPA on an interim basis until the JPA is able to hire its own staff,

NOW THEREFORE the JPA and County of San Bernardino hereby agree to the following provisions:

- I. COUNTY OF SAN BERNARDINO'S (COUNTY) RESPONSIBILITIES
 - A. COUNTY agrees to hire a part-time Staff Coordinator to serve as principal consultant to the JPA. The County may assign a current County employee to this Staff Coordinator position. The Staff Coordinator shall perform duties in the following areas:
 1. Developing and implementing a plan of action, in coordination with the JPA Chairman and Vice-Chairman, to seek State legislation permitting public/private partnership authority with respect to the High Desert Corridor project.
 2. Developing and implementing a plan of action, in coordination with the JPA Chairman and Vice-Chairman, to seek State legislation permitting a "Design-Build" concept with respect to the High Desert Corridor project.
 3. Overseeing and providing direction to contracted consultants hired by the JPA in such areas as specialized legal, financial, and environmental services.
 4. Identifying funding opportunities, forming coalitions of support, and working with funding agencies to secure financing for the project.

5. Coordinating these and other assigned activities as appropriate with other officers of the JPA, such as the JPA Secretary and Counsel, as well as other County and City staff (Los Angeles and San Bernardino) assigned to the JPA.
6. Coordinating with regional, State and Federal agencies, as may be directed by the JPA Chairman and Vice-Chairman, regarding the project.
7. Other duties, as assigned by the JPA Chairman or Vice-Chairman.

B. COUNTY agrees that the compensation paid to the part-time Staff Coordinator shall be based on Range 78 - Step 11 of the County's Salary Schedule, and Exempt benefits as specified in the County's Exempt Salary Ordinance. Since the County Employee assigned to this Staff Coordinator position shall work a 4 day workweek and have other duties that are not related to the High Desert Corridor Project, the amount billed to the JPA shall be 65% of this employee's total compensation.

C. COUNTY agrees to transfer funds from the JPA budget quarterly to reimburse the County of San Bernardino for the costs of the part-time Staff Coordinator.

II. JOINT POWERS AUTHORITY (JPA) RESPONSIBILITIES

- A. JPA agrees to reimburse COUNTY quarterly for services of a part-time Staff Coordinator, as provided in Paragraphs I.B. and I.C. of this agreement.
- B. JPA, through its Chairman and Vice-Chairman, shall provide direction to the part-time Staff Coordinator as appropriate.

III. TERM

The term of this agreement shall be from the date this agreement is approved by both the parties through June 30, 2009, and shall be automatically extended in one year increments unless earlier terminated by one of the parties.

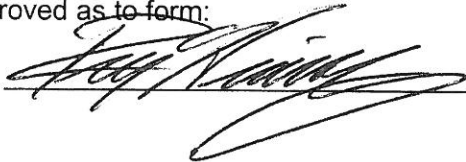
IV. TERMINATION

Either party may terminate this agreement by serving written notice of its intent to terminate on the other party within thirty (30) days of the proposed termination date.

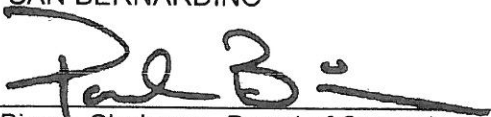
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY


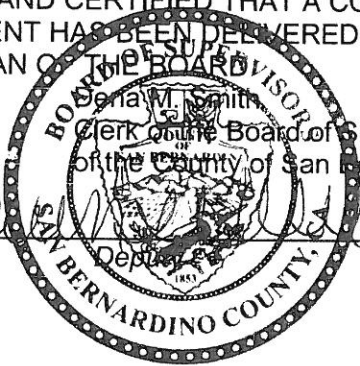
By: 
Brad Mitzelfelt, Chairman
Date 9/16/08

Approved as to form:
By: 
Date 9-17-08

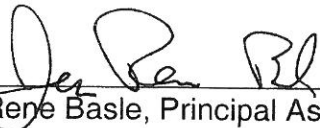
COUNTY OF SAN BERNARDINO

By: 
Paul Biane, Chairman, Board of Supervisors
Date SEP 23 2008

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

By: 

Benjamin Smith
Clerk of the Board of Supervisors
of the County of San Bernardino

APPROVED AS TO LEGAL FORM
RUTH E. STRINGER, COUNTY COUNSEL

By: 
Jean Rene Basle, Principal Assistant County Counsel

Date: 9/18/08