

High Desert Corridor  
Joint Powers Authority

January 5, 2012

Meeting Materials

Item 6

- a) Rescind May 13, 2010 authorization for Chairman Mitzelfelt to execute an agreement transferring authorization for \$800,000 in federal demonstration funds to LACMTA for use in the feasibility study and EIR with Caltrans;
- b) Authorize Chairman Mitzelfelt to execute an agreement transferring authorization for \$800,000 in federal demonstration funds to Caltrans for use in the High Desert Corridor EIR/S under contract with LACMTA

MEMORANDUM OF UNDERSTANDING AMONG  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

COUNTY OF LOS ANGELES

COUNTY OF SAN BERNARDINO

THE SAN BERNARDINO ASSOCIATED GOVERNMENTS

THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

TOWN OF APPLE VALLEY

CITY OF ADELANTO

CITY OF LANCASTER

CITY OF PALMDALE

AND

CITY OF VICTORVILLE

REGARDING THE HIGH DESERT CORRIDOR FROM THE SR-14 IN LOS  
ANGELES COUNTY TO THE SR-18/BEAR VALLEY ROAD IN SAN  
BERNARDINO COUNTY

---

RECITALS:

This Memorandum of Understanding (“MOU”) is made by and among the Los Angeles County Metropolitan Transportation Authority (“LACMTA”), State of California acting through its Department of Transportation (“STATE”), High Desert Corridor Joint Powers Authority (“HDCJPA”), County of Los Angeles acting through its Department of Public Works (“LACDPW”), County of San Bernardino acting through its Department of Public Works (“SBCDPW”), San Bernardino Associated Governments (“SANBAG”), Southern California Association of Governments (“SCAG”), Town of Apple Valley, City of Adelanto, City of

Lancaster, City of Palmdale and City of Victorville are collectively referred to as the “Parties”.

1. WHEREAS, the High Desert Corridor/E-220 is officially designated in Section 1304 of the Safe Accountable Flexible Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”) as a High Priority Corridor on the National Highway System from Los Angeles, California to Las Vegas, Nevada via Palmdale and Victorville in California;
2. WHEREAS, the Parties are undertaking the Project Approval/Environmental Document (“PA/ED”) for the High Desert Corridor (“HDC”) that extends from State Route (SR) 14 to SR-18 / Bear Valley Road (the “Project”). Attachment 1 contains the proposed alternatives corridor map and is incorporated herein by this reference;
3. WHEREAS, in November 2006, the Counties of Los Angeles and San Bernardino entered into a joint powers authority agreement to create the HDCJPA to provide for the planning, design, construction, financing, operation and maintenance of public and/or private transportation and utility corridor(s) from Los Angeles County in the vicinity of the Cities of Palmdale and/or Lancaster to San Bernardino County in the vicinity of the City of Victorville, Town of Apple Valley, and City of Adelanto;
4. WHEREAS, SCAG is a joint powers agency established pursuant to Section 6500 et seq. of the California Government Code, and is the designated Metropolitan Planning Organization (“MPO”) pursuant to 23 U.S.C. §134(d) for the Counties of Imperial, Los Angeles, Orange, Ventura, Riverside, and San Bernardino, and is required by 23 U.S.C. §134(a), 49 U.S.C. §5301 et seq., 23 CFR §450.312, and 49 CFR §613.100 to maintain a continuing, cooperative, and comprehensive transportation planning process in its development of the Regional Transportation Plan (“RTP”) and the Federal Transportation Improvement Program (“FTIP”);
5. WHEREAS, SANBAG is the Council of Governments and transportation planning agency for the County of San Bernardino, responsible for the County’s Comprehensive Transportation Plan and the Transportation Improvement Program (“TIP”);
6. WHEREAS, the STATE, acting through its Department of Transportation, is responsible for approving, funding, and helping to implement those transportation programs in that portion of Southern California which includes all of Los Angeles, Ventura, Riverside and San Bernardino Counties to further statewide transportation policy;

7. WHEREAS, the LACMTA is the transportation planning and programming agency for Los Angeles County and is responsible for Los Angeles County's Long Range Transportation Plan ("LRTP") and the Los Angeles County TIP;
8. WHEREAS, the Town of Apple Valley and the Cities of Victorville, Adelanto, Lancaster and Palmdale have representatives on the HDCJPA Board of Directors and are cities that will be directly affected by the High Desert Corridor/E-220 construction and operations. Each city desires to see the Project be advanced;
9. WHEREAS, on September 12, 2008, LACMTA entered into an MOU with the HDCJPA to provide \$500,000 to support the HDCJPA's efforts to seek innovative funding to decrease the time and money needed to construct the High Desert Corridor/E-220, which was amended and restated on February 7, 2011 by LACMTA and HDCJPA;
10. WHEREAS, on November 2008, Los Angeles County voters approved Measure R, a one-half (1/2) cent local sales tax that will provide \$33 million for the environmental clearance for a portion of the Project that extends from SR-14 to Interstate (I) -15;
11. WHEREAS, on October 22, 2009, the LACMTA Board adopted the 2009 LRTP, which included a portion of the Project that extends from SR-14 to I -15 in its "Constrained" Element;
12. WHEREAS, on December 10, 2009, the LACMTA Board approved \$2 million in Measure R Funds from the \$33 million to conduct a Strategic Assessment and Business Case Development ("Business Case Development") for the Project;
13. WHEREAS, through the SAFETEA-LU Act, the City of Victorville received an \$800,000 Federal demonstration earmark which it transferred to the HDCJPA. On May 13, 2010, the HDCJPA authorized the execution of an agreement to transfer authorization of the \$800,000 Federal demonstration earmark to STATE for use on the Project;
14. WHEREAS, on May 27, 2010, the LACMTA Board adopted \$750,000 in Measure R Funds from the \$33 million for community outreach to supplement STATE standard efforts for the environmental clearance;
15. WHEREAS, the City of Victorville received six (6) Federal demonstration earmarks totaling \$15.6 million for the Project from US-395 to SR-18/Bear Valley Road;
16. WHEREAS, the City of Victorville has expended approximately \$6 million from the Federal demonstration earmarks on efforts for the environmental clearance on the Project from US-395 to SR-18/Bear Valley Road, the

remaining approximately \$9.6 million will be transferred to STATE to complete the environmental clearance for the Project from US-395 to SR-18/Bear Valley Road;

17. WHEREAS, the Parties intend to work together and with other appropriate governmental and non-governmental agencies to create a cooperative framework to coordinate the appropriate aspects of the Project;
18. WHEREAS, the Parties acknowledge that efforts are underway to proceed with the Project Approval/Environmental Documentation (“PA/ED”) in the form of an Environmental Impact Report/Statement (“EIR/S”) of an east/west expressway/freeway/possible toll route connecting the SR-14 and SR-18/Bear Valley Road;
19. WHEREAS, the STATE is currently advancing a PA/ED on the portion of the Project along the SR-138 from the SR-14 to 100<sup>th</sup> Street and the Parties desire that a PA/ED for the entire length of the Project be completed. The STATE has the delegated authority from the Federal Highway Administration (“FHWA”) to approve environmental documents, which will help to accelerate the Project’s process; and
20. WHEREAS, the purpose of this MOU is to effectuate the collaboration of the Parties as it relates to the Project and to define the roles and responsibilities and funding commitments, if any, of the Parties with regard to the Project.

## AGREEMENT:

NOW, THEREFORE, the Parties hereby agree, that the recitals are incorporated by reference as if set forth in full herein and, as follows:

1. This MOU shall be effective on, the date of full execution by mutual agreement of the Parties.
2. The Parties agree that the Project's governance structure shall consist of a project team ("Project Team") consisting of LACMTA in charge of Project Management, STATE in charge of EIR/S Project Management, HDCJPA, and County of Los Angeles, County of San Bernardino, SANBAG, SCAG, Town of Apple Valley, City of Adelanto, City of Lancaster, City of Palmdale and City of Victorville, participating as further detailed herein.
3. The Parties shall each appoint a representative to the Project Team.
4. The Parties shall provide services and materials within individual agency capabilities to facilitate and support implementation of the Project to the extent described in the roles and responsibilities.
5. The Parties shall participate in stakeholder outreach to the extent described in the roles and responsibilities.
6. The Parties shall assist in the analysis of the viability and appropriateness of a public private partnership approach to the Project to the extent described in the roles and responsibilities.
7. The Parties shall act as technical advisor for the completion of the Project to the extent described in the roles and responsibilities.
8. The Parties shall assist and provide data and technical assistance to partner agencies as appropriate to the extent described in the roles and responsibilities.
9. If additional funding is required to complete the portion of the Project from US-395 to SR-18/ Bear Valley Road, the City of Victorville, Town of Apple Valley and City of Adelanto shall not be obligated to contribute additional funding
10. If excess Federal demonstration earmark funds from the City of Victorville remain after the completion of the Project, said funding will be made available 50% to the City of Victorville and 50% to the Town of Apple Valley for purchase of right of way for the Project within each agency's jurisdiction.
11. The Parties are tasked with the following roles and responsibilities:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY:

- A. Provide \$33 million for PA/ED from SR-14 to SR-18/Bear Valley, of which a portion of these funds will be designated to perform the Business Case Development and supplemental outreach efforts.
- B. Manage the contract for supplemental outreach efforts in support of the environmental clearance which will utilize a portion of the Measure R funds programmed for the Project.
- C. Entered into a Funding Agreement MOU.MR550, Caltrans Agreement No. 07-4895, dated April 1, 2010, with STATE for the Project, wherein the parties agree in more detail than is provided herein for the funding of the STATE's efforts hereunder.
- D. Oversee and manage the STATE's efforts to environmentally clear the Project.
- E. Review materials produced by the STATE for quality and completeness before forwarding to the Project Team.
- F. Participate in Project Team meetings.
- G. If the STATE so requests, the LACMTA "Bench" may be utilized to contract for specific task order component(s) of the Project. If the LACMTA Bench is used, the expense shall be paid for with funds programmed to the Project. The "Bench" is an established qualified list of candidates for contracts under Request For Interest/Qualifications to the contractor.
- H. Utilize, to the maximum extent possible, environmental and engineering documentation prepared by the City of Victorville / Town of Apple Valley for the eastern portion of the High Desert Corridor/E-220 of the Project.
- I. Ensure that the Project defined purpose and need conforms to the intent of the Federal demonstration earmarks designated for the Project.
- J. Contract for and direct performance of the Business Case Development analysis.
- K. Meet with HDCJPA, the Town of Apple Valley, City of Adelanto, City of Victorville, City of Palmdale and/or City of Lancaster, in conjunction with HDCJPA and the State Project Management Staff prior to each Project Team meeting if requested by any of those parties.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION:

- A. Entered into a Funding Agreement MOU.MR550, Caltrans Agreement No. 07-4895, dated April 1, 2010, with LACMTA to enable Project funds to reimburse the STATE for Project work.
- B. Act as the Lead Agency for the National Environmental Protection Act (“NEPA”) and California Environmental Quality Act (“CEQA”) to ensure completion of the Project.
- C. Enter into a Cooperative Agreement with HDCJPA for the transfer of \$800,000 of Federal demonstration earmark funds, earmarked to the High Desert Corridor/E-220 and obtain authorization to proceed, (E-76 approval).
- D. Coordinate with Project Team members affected by the Project.
- E. Provide traffic data to LACMTA for use of the Project’s Business Case Development.
- F. Review outreach materials for accuracy and participate in outreach activities.
- G. Participation in Project Team meetings.
- H. If in-house resources are not available to complete specific technical components of the Project, utilize the STATE’s “Bench” to contract for these specific Project components. If the STATE’s Bench lacks the needed resource, utilize LACMTA’s Bench.
- I. Utilize, to the maximum extent possible, environmental and engineering documentation prepared by the City of Victorville / Town of Apple Valley for the eastern portion of the High Desert Corridor/E-220 of the Project.
- J. Enter into a Cooperative Agreement with the City of Victorville for the transfer of the remaining Federal demonstration earmarks, estimated at \$9.6 million, to STATE for the Project.
- K. Upon transfer of the remaining Federal demonstration earmarks, obtain authorization to proceed, (E-76 approval).
- L. Utilize STATE Toll Credits, or other fund source, to provide the entire match for the Federal demonstration earmarks transferred from the City of Victorville and the HDCJPA to STATE.



- M. Ensure that the Project's defined purpose and need conforms to the intent of the Federal demonstration earmarks.
- N. Meet with HDCJPA, the Town of Apple Valley, City of Adelanto, City of Victorville, City of Palmdale, and/or City of Lancaster, in conjunction with LACMTA and HDCJPA, prior to each Project Team meeting, if requested by any one of those parties.

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY:

- A. Review, have input and comment on materials and work products for the Project before they are forwarded to the Project Team.
- B. Meet with the Town of Apple Valley, City of Adelanto, City of Victorville, and/or City of Lancaster in conjunction with LACMTA and State Project Management Staff, prior to each Project Team meetings if requested by any one of those parties.
- C. Enter into a Cooperative Agreement with STATE for the transfer of Federal demonstration earmark funds, subject to the concurrence from the sponsoring Congressman, of \$800,000, from the HDCJPA to STATE for the completion of the Project.
- D. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.
- E. Assist with outreach consultant efforts, identify stakeholders, and participate in outreach activities.
- F. Assist in the Business Case Development as requested by LACMTA.
- G. Act as a technical advisor for the Project.
- H. Assist and provide data and technical assistance to the parties.
- I. Review and provide comment on Project deliverables.
- J. Participate in Project Team meetings.

LOS ANGELES COUNTY:

- A. Cooperate on the Project to ensure that impacts to any County roadways or any other County facilities are appropriately addressed.
- B. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.
- C. Participate in outreach activities.
- D. Assist in the Business Case Development as requested by LACMTA.
- E. Act as a technical advisor for the Project.
- F. Assist and provide data and technical assistance to the Parties.
- G. Review and provide comment on Project deliverables.
- H. Participate in Project Team meetings.

SAN BERNARDINO COUNTY:

- A. Cooperate on the Project to ensure that impacts to any County roadways or any other County facilities are appropriately addressed.
- B. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.
- C. Participate in outreach activities.
- D. Assist in the Business Case Development as requested by LACMTA.
- E. Act as a technical advisor for the Project.
- F. Assist and provide data and technical assistance to the Parties.
- G. Review and provide comment on Project deliverables.
- H. Participate in Project Team meetings.

SAN BERNARDINO ASSOCIATED GOVERNMENTS:

- A. Coordinate with and inform the Project Team on the timing, need, and appropriateness of reflecting Project updates in the RTP and FTIP while meeting federal and state requirements in order to allow the Project to move forward in a timely manner.
- B. Facilitate policy review as necessary by SANBAG Board of Directors and SANBAG policy committees before final adoption of key deliverables.
- C. Support and assist with grant applications as well as seeking other funding sources when appropriate opportunities become available.
- D. Provide materials and services within individual County agency capabilities to facilitate and support implementation of the Project.
- E. Participate in outreach activities.
- F. Assist in the Business Case Development as requested by LACMTA.
- G. Act as a technical advisor for the Project.
- H. Assist and provide data and technical assistance to the Parties.
- I. Review and provide comment on Project deliverables.
- J. Participate in Project Team meetings.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS:

- A. Coordinate with and inform the Project Team on the timing, need, and appropriateness of reflecting Project updates in the RTP and the FTIP while meeting federal and state requirements in order to allow the Project to move forward in a timely manner.
- B. Facilitate policy review as necessary by SCAG's Regional Council and Transportation Committee before final adoption of key deliverables.
- C. Support and assist with grant applications as well as seeking other funding sources when appropriate opportunities become available.
- D. Provide materials and services within SCAG's capabilities to facilitate and support implementation of the Project.
- E. Participate in outreach activities.
- F. Assist in the Business Case Development as requested by LACMTA.
- G. Act as a technical advisor for the Project.
- H. Assist and provide data and technical assistance to the Parties.
- I. Review and provide comment on Project deliverables.
- J. Participate in Project Team meetings.

## TOWN OF APPLE VALLEY

- A. Ensure the Project's scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.
- B. Cooperate on the Project to ensure that impacts to any Town of Apple Valley roadways or facilities within the Town of Apple Valley's jurisdiction are adequately mitigated.
- C. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the Town of Apple Valley's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.
- D. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.
- E. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.
- F. Participate in outreach activities.
- G. Assist in the Business Case Development as requested by LACMTA.
- H. Act as a technical advisor for the Project.
- I. Assist and provide data and technical assistance to the Parties.
- J. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.
- K. Review, have input, and comment on materials and work products for the Project areas within the Town of Apple Valley's jurisdiction before they are forwarded to the Project Team.
- L. Participate in Project Team meetings.

## CITY OF ADELANTO

- A. Ensure the Project scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.
- B. Cooperate on the Project to ensure that impacts to any City of Adelanto roadways or facilities within the City of Adelanto's jurisdiction are adequately mitigated.
- C. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Adelanto's jurisdiction, in accordance with all policies, procedures, practices, and standards the STATE would normally follow.
- D. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.
- E. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.
- F. Participate in outreach activities.
- G. Assist in the Business Case Development as requested by LACMTA.
- H. Act as a technical advisor for the Project.
- I. Assist and provide data and technical assistance to the Parties.
- J. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.
- K. Review, have input, and comment on materials and work products for the Project areas within the City of Adelanto's jurisdiction before they are forwarded to the Project Team.
- L. Participate in Project Team meetings.



## CITY OF PALMDALE

- A. Cooperate on the Project to ensure that impacts to any City of Palmdale roadways or facilities within the City of Palmdale's jurisdiction are adequately mitigated.
- B. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Palmdale's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.
- C. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.
- D. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.
- E. Participate in outreach activities.
- F. Assist in the Business Case Development as requested by LACMTA.
- G. Act as a technical advisor for the Project.
- H. Assist and provide data and technical assistance to the Parties.
- I. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.
- J. Review, have input, and comment on materials and work products for the Project areas within the City of Palmdale's jurisdiction before they are forwarded to the Project Team.
- K. Participate in Project Team meetings.

## CITY OF VICTORVILLE

- A. Upon request, transfer the remaining Federal demonstration earmark funds, subject to the concurrence from the sponsoring Congressman, of approximately \$9.6 million, from the City of Victorville to STATE for the PROJECT. Said Federal demonstration earmark descriptions shall remain unchanged and shall be spent for the PA/ED costs within the US-395 to SR-18/ Bear Valley Road limits.
- B. Ensure the Project's scope includes the entirety of the previously defined High Desert Corridor/E-220 from US-395 to SR-18/Bear Valley Road.
- C. Cooperate on the Project to ensure that impacts to any City of Victorville roadways or facilities within the City of Victorville's jurisdiction are adequately mitigated.
- D. Collaborate with STATE on all aspects of interchanges and intersections included in the Project within the City of Victorville's jurisdiction, in accordance with all policies, procedures, practices and standards the STATE would normally follow.
- E. City Engineer, or his/her representative, to have opportunity to meet with LACMTA, STATE Project management, and HDCJPA staff prior to each Project Team meeting.
- F. Provide materials and services within individual agency capabilities to facilitate and support implementation of the Project.
- G. Participate in outreach activities.
- H. Assist in the Business Case Development as requested by LACMTA
- I. Act as a technical advisor for the Project.
- J. Assist and provide data and technical assistance to the Parties.
- K. Provide data and review deliverables, work products and technical studies to ensure environmental clearance conforms to Project's purpose and need.
- L. Review, have input, and comment on materials and work products for the Project areas within the City of Victorville's jurisdiction before they are forwarded to the Project Team.
- M. Participate in Project Team meetings.

12. The Parties agree that the Project Team will provide technical guidance and direction on the Project. The LACMTA Project Manager will be responsible for chairing Project Team meetings. Meeting schedules will be developed collaboratively by the Project Team.
13. The Parties agree that each person selected to be a member of the Project Team shall have the relevant expertise in the technical aspects of the Project.
14. For the preparation of the Project, all applicable Federal laws will be carried out by STATE under its assumption of responsibility pursuant to 23 U. S. C. 327. As such, on behalf of the Federal Highway Administration (“FHWA”), STATE will be the lead agency with respect to the federal National Environmental Protection Act (“NEPA”), and the lead agency for the California Environmental Quality Act (“CEQA”).
15. Any notice required or permitted under this MOU, shall be in writing and shall be deemed served if sent by registered mail addressed as follows, unless otherwise notified in writing of a change of address:

Arthur T. Leahy  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, Mail Stop 99-25-1  
Los Angeles, CA 90012  
Attention: Douglas R. Failing

Brad Mitzelfelt  
Chairman  
High Desert Corridor Joint Powers Authority  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attention: Laurie Hunter

Michael Miles  
District Director  
California Department of Transportation, District 7  
100 S. Main Street  
Los Angeles, CA 90012  
Attention: Osama Megalla

James Hart

City Manager  
City of Adelanto  
11600 Air Expressway  
Adelanto, CA 92301  
Attention: Nathan Coapstick

Frank W. Robinson  
Town Manager  
Town of Apple Valley  
14955 Dale Evans Parkway  
Apple Valley, CA 92307  
Attention: Brad Miller

Jim Cox  
City Manager  
City of Victorville  
14343 Civic Drive  
PO Box 5001  
Victorville, CA 92393  
Attention: Brian Gengler

Mark V. Bozigian  
City Manager  
City of Lancaster  
44933 Fern Avenue  
Lancaster, CA 93534  
Attention: Nicole Rizzo

Steven Williams  
City Manager  
City of Palmdale  
38300 Sierra Highway  
Palmdale, CA 93550  
Attention: Mike Behen

Gail Farber  
Director  
Los Angeles County Department of Public Works  
900 S. Fremont Avenue  
Alhambra, CA 91803  
Attention: John Walker

Granville M. Bowman  
Director  
San Bernardino County Department of Public Works  
825 East Third Street  
San Bernardino, CA 92415  
Attention: Mazin Kasey

Deborah Barmack  
Executive Director  
San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
San Bernardino, CA 92410  
Attention: Duane Baker

Hasan Ikhata  
Executive Director  
Southern California Association of Governments  
818 W. Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attention: Ryan Kuo

16. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
17. Each of the Parties acknowledges that it has read and reviewed this MOU and that it has the opportunity to confer with counsel in the negotiation of this MOU. Accordingly, this MOU shall be construed neither for nor against any Party. When the context of this MOU requires, (a) the plural and singular numbers shall be deemed to include the other; (b) the masculine, feminine, and neutral genders shall be deemed to include the others; (c) “or” is not exclusive; (d) “includes” and “including” are not limiting; and (e) all things that in law or usage are considered as incidental to this contract, or as necessary to carry it into effect, are implied even if some of them and not others are expressly mentioned herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be duly executed and delivered as of the last date set forth below by the undersigned Parties.

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

\_\_\_\_\_  
Brad Mitzelfelt  
Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Michelle Blakemore  
General Counsel for HDCJPA

\_\_\_\_\_