THIRD AMENDMENT AND RESTATEMENT OF

THE JOINT POWERS AGREEMENT OF

THE COACHELLA VALLEY ASSOCIATION OF

GOVERNMENTS

This Third Amendment and Restatement of the Joint Powers Agreement of the Coachella Valley Association of Governments ("Agreement") is intended to be a restatement and amendment of the Joint Powers Agreement of the Coachella Valley Association of Governments entered into on or about November 1973, and amended on or about June 26, 1989. This Agreement is made and entered into on the 30 day of April, 2018 pursuant to Government Code Section 6500 *et seq*. and other pertinent provisions of law, by and between some or all of the following public agencies:

(a) County of Riverside

(b) City of Coachella

(c) City of Indio

(d) City of La Quinta

(e) City of Indian Wells

(f) City of Palm Desert

(g) City of Rancho Mirage

(h) City of Cathedral City

(i) City of Palm Springs

(j) City of Desert Hot Springs

(k) City of Blythe

(l) Agua Caliente Band of Cahuilla Indians

(m) Cabazon Band of Mission Indians

RECITALS

A. Each member and party to this Agreement is a "public agency," as that term is defined in Government Code Section 6500, established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The Coachella Valley Association of Governments was formed in 1973 so that its members might coordinate and improve the planning and delivery of governmental responsibilities common to all the member entities within the local region;

C. The public interest requires that a multijurisdictional agency in the Coachella Valley explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its members;

D. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues, if any);

E. Each member, by and through its legislative body, has determined that a multijurisdictional organization to assist in planning and voluntary coordination among the public agencies in the Coachella Valley is required in furtherance of the public interest, necessity, and convenience;

F. Each member, by and through its legislative body, has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of each such member; and

G. The purpose of this Third Amendment and Restatement is to update and restate in its entirety the existing joint powers agreement for the continuing and ongoing operation of CVAG.

H. Incorporation of Recitals: The parties understand and agree that the foregoing recitals are true and correct, and that the recitals are incorporated herein and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Coachella Valley Association of Governments" ("CVAG"). CVAG is formed by this Agreement pursuant to the provisions of Government Code Section 6500 *et seq*. and other pertinent provisions of law. CVAG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1 CVAG shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, CVAG shall:

a. Serve as a forum for consideration, study, and recommendation on area-wide and regional problems;

b. Assemble information helpful in the consideration of problems peculiar to the desert regions;

c. Explore practical avenues for intergovernmental cooperation, coordination, and action in the interest of local public welfare and means of improvement in the administration of governmental services; and

d. Serve as the clearing house review body for federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2 CVAG shall have the power in its own name to do any of the following:

a. To exercise jointly the common powers of its members to manage and administer any program;

b. To make and enter into contracts;

c. To employ agents, officers, and employees;

d. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

e. To incur debts, liabilities, obligations, and issue bonds;

f. To adopt rules, regulations, policies, bylaws, and procedures governing the operation of CVAG;

g. To apply for an appropriate grant or grants under any federal, state, or local program;

h. To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity;

i. To acquire, hold, and dispose of property by eminent domain, lease, lease purchase, or sale; provided, however, that the exercise of eminent domain is subject to veto by the jurisdiction within whose boundaries eminent domain is being exercised;

j. To lease, acquire, construct, manage, maintain, and operate any buildings works, or improvements; and

k. To sue and be sued in its own name.

1.2.3 CVAG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. In accordance with Government Code Section 6509, the powers of CVAG shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 *et seq*., as that Act now exists and may hereafter

be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Palm Desert, a charter city, in the exercise of similar powers; provided, however, that if the City of Palm Desert shall cease to be a member, then CVAG shall be restricted in the exercise of its power in the same manner as the County of Riverside, a general law county.

1.2.4 Implementation Agreements. When authorized by the Executive Committee and affected members, an Implementation Agreement may be executed for the purpose of authorizing CVAG to implement, manage, and administer area-wide and regional programs and projects in the interest of the local public welfare in affected member jurisdictions. The costs incurred by CVAG in implementing a program, including indirect costs, shall be assessed only to those members who are parties to that Implementation Agreement.

II.

ORGANIZATION OF ASSOCIATION

2.1 Membership.

The parties to CVAG shall each be a public agency which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto, and which has not, pursuant to provisions hereof, withdrawn therefrom.

2.2 Names.

The names, particular capacities, and addresses of the parties at any time shall be shown on Exhibit “A” attached hereto, as amended or supplemented from time to time.

2.3 Duties.

CVAG shall do whatever is necessary and required to carry out the purposes of this Agreement and to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such Agreement, within the provisions of Government Code Section 6500 *et seq*. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1 CVAG shall be governed by a General Assembly with membership consisting of the County of Riverside and each member city and Indian tribe which is a signatory to this Agreement. Each member agency of the General Assembly shall have five (5) votes in the General Assembly and each vote shall be vested in and be exercised by a mayor, council member, a tribal council member or county supervisor or each of the entities' representatives' respective appointed delegees, who need not be elected officials. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the General Assembly provided that a majority of the member agencies are present. The General Assembly may adopt and amend by-laws for the administration and management of this Agreement.

2.4.2 There shall be an Executive Committee that exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the mayor from each of the member cities, the tribal chair from each Indian tribe, and the five members of the Riverside County Board of Supervisors, except any city council, at its discretion, may appoint a mayor pro tem or other current city council member in place of the mayor and any Indian tribal council may appoint one of its current council members in place of the tribal chair. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies.

2.4.3 Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents, with the exception of the alternates to the members representing the County of Riverside, who need not be elected officials. The name of the alternate members shall be on file with the Executive Committee. An alternate member shall assume all rights and duties of the absent member.

2.4.4 Each participating member and alternate shall hold office from the first meeting of the Executive Committee after their appointment until a successor is named.

Participating members and alternates shall be appointed by and serve at the pleasure of their appointing body and may be removed at any time, with or without cause, at the sole discretion of the legislative body of the party such member represents.

2.4.5 Participating members and alternates of the Executive Committee shall receive no compensation but may be reimbursed for expenses necessarily and reasonably incurred in connection with their service on the Executive Committee.

2.5 Principal Office.

The principal office of CVAG shall be established by the Executive Committee and shall be located within the Coachella Valley. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within the Coachella Valley. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.6 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, special, and adjourned meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 *et seq*., as it may be amended.

2.7 Powers and Limitations Thereon.

All of the powers and authorities of the agency shall be exercised by the General Assembly and its Executive Committee. Unless otherwise provided herein, each member or participating alternate shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion, resolution, or order and take any other action they deem appropriate to carry forward the objectives of the agency.

2.8 Minutes.

The Secretary of the agency shall cause to be kept minutes of regular, special, and adjourned meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each of the members hereto.

2.9 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this Agreement.

2.10 Vote or Assent of Parties.

The vote, assent, or approval of parties in any manner requiring such vote, assent, or approval hereunder shall be evidenced by a certified copy of the action of the legislative body of such party filed with the agency. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.11 Officers.

There shall be selected from the membership of the Executive Committee, a chair and a vice chair. The Executive Director shall be the secretary. The Executive Committee shall designate an officer or employee of a member public agency to hold the office of treasurer for CVAG. Such person shall possess the powers of, and shall perform the treasurer functions for, CVAG and perform those functions required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto.

The chair and vice-chair, shall hold office for a period of one year commencing July 1st of each and every fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.12 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of CVAG shall be open to all members.

2.13 Additional Officers and Employees.

The Executive Committee shall have the power to appoint such additional officers and to employ such employees and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.14 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of CVAG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of CVAG.

2.15 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption or immunity from laws, ordinances, and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members

or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

III.

FUNDS AND PROPERTY

3.1 Treasurer.

The Executive Committee shall designate the treasurer or other officer or employee of one of the member agencies to serve as treasurer for CVAG and he or she shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 *et seq*.

3.2 Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3 Fiscal year.

CVAG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of CVAG during the fiscal year.

3.4 Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions, fifty-percent (50%) of which will be assessed on a per capita basis and fifty-percent (50%) on an assessed valuation basis, each city paying on the basis of its population

and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Coachella Valley as defined in the by-laws. Contributions from the Indian tribes shall be equal to the lowest contribution assessed against any single CVAG member jurisdiction. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed.

In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of CVAG.

The General Assembly shall have the power to determine that personnel, equipment, or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to CVAG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Control and Investment of CVAG Funds.

The Executive Committee shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

IV.

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The General Assembly shall adopt upon the approval of a quorum of the members of the General Assembly, an annual budget, for the ensuing fiscal year, pursuant to procedures developed by the General Assembly. The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to CVAG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the treasurer in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The treasurer shall pay such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Gov. Code Section 6505 *et seq*. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Blythe Transportation Funds.

Coachella Valley and Blythe/Palo Verde Valley transportation-related funds shall not be commingled without the approval by two-thirds vote of the Executive Committee, one of which votes must be by the voting member representing the City of Blythe.

4.5 Expenditures within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.6 Audit.

The records and accounts of CVAG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller, and each party to CVAG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.7 Reimbursement of Funds.

Grant funds received by CVAG from any federal, state, or local agency to pay for budgeted expenditures for which CVAG has received all or a portion of said funds from the parties hereto shall be used as determined by CVAG's Executive Committee.

V.

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligations of CVAG shall be the debts, liabilities, or obligations of CVAG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its officials, officers, employees, or agents. Where the General Assembly or Executive Committee itself or its officers, employees, or agents are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars ($100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

VI.

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that public agencies, other than those that are a party to this Agreement, may wish to participate in CVAG. Additional public agencies may become parties to CVAG upon such terms and conditions as provided by the General Assembly or Executive Committee and the consent of two-thirds (2/3) of the existing parties to CVAG, evidenced by the execution of a written addendum to this Agreement, and signed by all of the parties including the additional party.

6.2 Withdrawal from CVAG.

It is fully anticipated that each party hereto shall participate in CVAG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

A. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to CVAG, one (1) year and ninety (90) days prior to the effective date of withdrawal;

B. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by CVAG prior to the effective date of the parties' notice of withdrawal;

C. Withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of CVAG as set forth in Section 7 below.

VII.

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

CVAG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that CVAG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of CVAG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from CVAG of a sufficient number of the agencies enumerated herein so as to leave less than five (5) of the enumerated agencies remaining in CVAG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in CVAG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of returning to each party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII.

MISCELLANEOUS

8.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) vote of the public agencies enumerated herein.

8.2 Notices.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the

addresses of the parties as shown on Exhibit “A”, shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

8.3 Effective Date.

This Agreement shall be effective at such time as this Agreement has been executed by two-thirds of the public agencies enumerated herein.

8.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and CVAG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and CVAG. Such notice shall designate as “respondents” such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to serve as arbitrator.

The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 *et seq.* The parties to this Agreement agree that the decision of the arbitrators will be binding.

8.5 Limited Waiver of Sovereign Immunity.

Notwithstanding anything to the contrary herein, the Indian tribes enumerated herein do not waive, limit, or modify their sovereign immunity against contested suit except as specifically provided in this Section 8.5. The Indian tribes hereby individually agree to waive their sovereign immunity solely for the limited purpose of authorizing only the other Indian tribes enumerated herein, CVAG, County of Riverside, City of Coachella, City of Indio, City of La Quinta, City of Indian Wells, City of Palm Desert, City of Rancho Mirage, City of Cathedral City, City of Palm Springs, City of Desert Hot Springs, and City of Blythe (the "Covered Parties") (1) to initiate an arbitration seeking to enforce all rights granted to the Covered Parties under this Agreement; (2) to seek provisional remedies in aid of arbitration; or (3) to enforce an arbitration award. In the event the Indian tribes enumerated herein and the Covered Parties have a need to seek provisional remedies in aid of arbitration or to enforce an arbitration award and are unable to do so without litigation, the only jurisdiction and venue for such litigation shall be either the United States District Court, Central District of California, Riverside Branch, or the Superior Court of the State of California, County of Riverside.

8.6 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the members hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

8.7 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

8.8 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

8.9 Execution.

The Board of Supervisors of the County of Riverside, the city councils of the cities and the tribal councils of the Indian tribes enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively. Upon the approval of this Agreement by a majority vote of the existing members of CVAG, the Second Restatement and Amendment of the Joint Powers Agreement of the Coachella Valley Association of Governments and all prior versions of same shall be superseded, void, and of no effect.

8.10 Governing Law.

This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.

8.11 Execution in Counterparts.

This Agreement may be executed on behalf of the respective members in one or more counterparts, all of which shall collectively constitute one agreement.

8.12 Enforcement of Agreement.

CVAG is hereby authorized to take any or all legal or equitable actions, including but not limited to injunctive relief and specific performance, necessary or permitted by law to enforce this Agreement.

8.13 No Third-Party Beneficiaries.

This Agreement is intended solely for the benefit of the CVAG and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Association or any of its members.

The members of this Third Restated and Amended Joint Powers Agreement have caused this Agreement to be executed on their behalf as of the date specified below, respectively, as follows:

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:
KECIA HARPER-IHEM, Clerk
By DEPUTY

COUNTY OF RIVERSIDE

By: _____ CHUCK WASHINGTON

Date: MAY 08 2018

CITY OF CATHEDRAL CITY

By: _____

Date: _____

CITY OF COACHELLA

By: _____

Date: _____

CITY OF DESERT HOT SPRINGS

By: _____

Date: _____

CITY OF PALM SPRINGS

By: _____

Date: _____

CITY OF PALM DESERT

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: _____ 5/2/18
GREGORY P. PRIAMOS DATE

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[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF RIVERSIDE

By: _____

Date: _____

CITY OF CATHEDRAL CITY

By: _____

Date: 3/14/18

CITY OF COACHELLA

By: _____

Date: _____

CITY OF DESERT HOT SPRINGS

By: _____

Date: _____

CITY OF PALM SPRINGS

By: _____

Date: _____

CITY OF PALM DESERT

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

CITY OF LA QUINTA

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[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF RIVERSIDE

By: _____

Date: _____

CITY OF CATHEDRAL CITY

By: _____

Date: _____

CITY OF COACHELLA

By: _____

Date: June 3, 2019

CITY OF DESERT HOT SPRINGS

By: _____

Date: _____

CITY OF PALM SPRINGS

By: _____

Date: _____

CITY OF PALM DESERT

By: _____

Date: _____

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COUNTY OF RIVERSIDE

By: _____

Date: _____

CITY OF CATHEDRAL CITY

By: _____

Date: _____

CITY OF COACHELLA

By: _____

Date: _____

CITY OF DESERT HOT SPRINGS

By: _____

Date: 9/18/18

CITY OF PALM SPRINGS

By: _____

Date: _____

CITY OF PALM DESERT

By: _____

Date: _____

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[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF RIVERSIDE

By: _____

Date: _____

CITY OF CATHEDRAL CITY

By: _____

Date: _____

CITY OF COACHELLA

By: _____

Date: _____

CITY OF DESERT HOT SPRINGS

By: _____

Date: _____

CITY OF PALM SPRINGS

By: _____

Date: 3/26/2019

Amend 3

APPROVED BY CITY COUNCIL

Item 1.E 7/11/18 A0996

CITY OF PALM DESERT

By: _____

Date: _____

CITY OF PALM SPRINGS

By: _____

Date: _____

CITY OF PALM DESERT

By: _____
Sabby Jonathan, Mayor

Date: June 14, 2018

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: 6/13/18

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: 03-16-2018

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: Kimberly Mazzik

Date: May 17, 2018

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: 16 May 2018

FRANK J. SPEVACEK, City Manager

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: June 6, 2018

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: 3/27/19

CABAZON BAND OF MISSION INDIANS

By: _____

Date: _____

CITY OF RANCHO MIRAGE

By: _____

Date: _____

CITY OF BLYTHE

By: _____

Date: _____

CITY OF INDIAN WELLS

By: _____

Date: _____

CITY OF LA QUINTA

By: _____

Date: _____

CITY OF INDIO

By: _____

Date: _____

AGUA CALIENTE BAND OF CAHUILLA INDIANS

By: _____

Date: _____

CABAZON BAND OF MISSION INDIANS

By: _____

Date: 2/27/20