

**TWENTY-NINE PALMS BAND OF MISSION INDIANS  
AND  
CITY OF COACHELLA**

**MEMORANDUM OF UNDERSTANDING (MOU)  
REGARDING THE DILLON ROAD CORRIDOR IMPROVEMENT PROJECT**

**1. INTRODUCTION**

This Memorandum of Agreement (“**Agreement**”) is entered into by the Twenty-Nine Palms Band of Mission Indians (“**Tribe**”) and the City of Coachella (“**Coachella**”) (individually “**Party**”, collectively “**Parties**”) for the purpose of establishing the Parties’ commitment to and responsibilities for certain construction and maintenance activities for a section of Dillon Road that traverses on the Reservation lands of the Tribe (“**Dillon Road Corridor Improvement Project**”).

This Agreement shall be effective as to the Tribe and Coachella on the date of adoption of the corresponding Resolution authorizing the Agreement by the Tribe and Coachella (the “**Effective Date**”).

**2. AUTHORITY**

This Agreement is entered into under the authority granted to each party by its respective governing body to enter into written agreements.

The City of Coachella is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California.

The Twenty-Nine Palms Band of Mission Indians is a federally recognized Indian tribe, and is empowered and authorized to contract on its own behalf.

**3. SCOPE OF AGREEMENT**

This Agreement is being entered into for the purpose of establishing communication and coordination between the Tribe and Coachella on construction and maintenance work on the portion of Dillon Road within the Reservation lands of the Tribe. It is not intended to limit or otherwise alter, enhance, or limit the respective jurisdiction of either the Tribe or Coachella.

This Agreement does not authorize exchange of currency, regardless of the source, between the two parties. Rather, the Parties will continue discussions and develop further commitments regarding their respective contributions and cost and resource sharing on the Dillon Road Corridor Improvement Project.

**3.1. ELEMENTS OF DILLON ROAD CORRIDOR IMPROVEMENT PROJECT**

The Parties agree that the Dillon Road Corridor Improvement Project will include the following elements:

- (a) Improved traffic signalization, signage, and other traffic control devices.
- (b) Beautification and landscaping of the center medians and along the road frontage.
- (c) Dillon Road Bridge replacement.
- (d) Lane expansion from four to six lanes of traffic.
- (e) Improvements to Dillon Road intersections with CV-Link, crosswalks, and green path.
- (f) Dedicated turn-in/turn-out locations, lanes and construction of new entrance to Spotlight 29 Casino.
- (g) Improvements to utility infrastructure.
- (h) Beautification and landscaping to Dillon Road interchanges with Interstate 10 and Highway 86.

The Parties agree that further discussions on the Dillon Road Corridor Improvement Project may result in further amendment to the items listed above.

### **3.2. GOOD FAITH**

This Agreement is mutually beneficial because the Dillon Road Corridor Improvement Project will ensure critical improvements to a key corridor that serves the communities of the Tribe and Coachella. Therefore, each of the Parties agrees to use good faith efforts to cooperatively share resources during the Dillon Road Corridor Improvement Project to enhance the working function of this portion of Dillon Road. This includes communication, coordination, and adhering to the established rules and regulations of each Party.

### **3.3. COMMITMENT TO ENGAGE IN PRODUCTIVE MEETINGS**

The Parties commit to engage in regular government-to-government meetings to review the planning, construction, and financial investments for the Dillon Road Corridor Improvement Project at no less than monthly intervals. During such meetings, the Parties commit to providing appropriate decision-making personnel in attendance.

## **4. SUPERVISION**

When personnel and/or equipment are furnished under this Agreement, the Party dispatching personnel and/or equipment shall have responsibility for supervising said personnel and/or equipment. The presiding policies and procedures of each Party shall prevail during their supervision of their respective resources. Personnel dispatched from either Party remains an employee of that Party and is subject to the personnel policies solely of that Party.

## **5. WAIVERS**

Each Party (“**Indemnitor**”) hereby agrees to defend, indemnify and hold free and harmless

the other Party (“**Indemnitee**”) from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with the Indemnitor’s activities under this Agreement, including any Worker’s Compensation suits, liability, or expense, arising from or connected with services performed on behalf of Indemnitor by any person pursuant to this Agreement, whether such claims, damages, liabilities, costs and/or judgments are based upon alleged negligence, a dangerous condition of public property, or any other theory of liability. Indemnitor’s duty to indemnify Indemnitee shall survive the expiration or other termination of this Agreement as to any injuries, occurrences or claims occurring or alleged to have occurred prior to its expiration or termination.

## **6. TERM AND TERMINATION**

The Term of this Agreement shall commence on the Effective Date and renew automatically on each anniversary thereafter. Any Party hereto may terminate this Agreement at any time by giving thirty (30) days’ written notice of the intention to do so to the other Party. Such notice shall be sent to the governing body of the other Party.

## **7. BENEFIT STATUS**

The Parties hereto recognize and agree that under this Agreement employee health and retirement benefits accrue in the manner prescribed by the employee's regular employment and are the responsibility of the regular employer as if the employee were performing the employee's regular duties. No additional benefits arise due to participation in assistance under this Agreement.

## **8. ASSIGNMENTS/SUBCONTRACTS**

Except as expressly provided herein, the Parties hereto recognize and agree not to assign, sell, transfer, and subcontract or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the other Party hereto.

## **9. SUCCESSORS IN INTEREST**

The provisions of this Agreement shall be binding upon and inure to the benefit of all Parties to this Agreement and to their respective successors and assigns.

## **10. COMPLIANCE WITH GOVERNMENT REGULATIONS**

Each Party to this Agreement agrees to comply with federal laws, codes, and regulations applicable to the work performed under this Agreement.

## **11. FORCE MAJEURE**

No Party to this Agreement shall be held responsible for delay or default caused by fires, riots, acts of God and/or war, which is beyond the reasonable control of the Parties.

## **12. RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Tribe and Coachella, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.

## **13. SEVERABILITY**

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

## **14. AMENDMENTS**

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties hereto.

## **15. DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the United States of America as interpreted by the United States Federal Courts. However, the Parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution, except binding arbitration.

## **16. SIGNATURES**

Each of the undersigned warrants and represents that he is duly authorized to execute this Agreement on behalf of his respective jurisdiction and to bind the staff representing such entity.

**TWENTY-NINE PALMS BAND OF MISSION INDIANS**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: Darrell Mike \_\_\_\_\_

Its: Tribal Chairman \_\_\_\_\_

**CITY OF COACHELLA**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: Steven Hernandez \_\_\_\_\_

Its: Mayor \_\_\_\_\_

# Attachment "A" - Map of Maintenance Area

