

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.34
(ID # 7771)

MEETING DATE:

Tuesday, August 28, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Termination of the Second Amended and Restated Joint Powers Agreement Creating the Jacqueline Cochran Regional Airport Authority, dated December 11, 2012, and dissolution of the Jacqueline Cochran Regional Airport Authority, District 4 [\$0], CEQA Exempt (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the termination of the Second Amended and Restated Joint Powers Agreement Creating the Jacqueline Cochran Regional Airport Authority ("Agreement"), dated December 11, 2012, between the County of Riverside, City of Coachella, City of Indian Wells, City of Indio, City of La Quinta, City of Palm Desert, and the Torres Martinez Desert Cahuilla Indians is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301, Existing Facilities exemption, and 15061(b)(3), "Common Sense" exemption, as it can be seen with certainty that there is no possibility the termination of the Agreement will have any significant impact on the environment;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 8/14/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: August 28, 2018
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

2. Find that the County of Riverside has the contractual right under Section 4(a) of the Agreement to terminate the Agreement;
3. Approve the termination of the Agreement, and authorize the Assistant County Executive Officer/ECD, or his designee, to take any and all actions necessary to terminate said Agreement and dissolve the Jacqueline Cochran Regional Airport Authority, including executing and providing the required 90-day prior written notice of termination, as approved by County Counsel, to each city and tribe that is a party to the Agreement; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five working days of approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$ 0	\$0
NET COUNTY COST	\$0	\$0	\$ 0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	N/A
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 26, 1994 (Item 3.6), the Board of Supervisors approved the creation of the Coachella Valley Regional Airport Authority ("CVRAA" or "Authority") pursuant to the original Joint Powers Agreement ("Original Agreement") between the County of Riverside and the Cities of Coachella, Indian Wells, Indio, La Quinta and Palm Desert ("Original Parties"). The Original Agreement was put into place to alleviate concerns of growth in and around the Airport. At the time, CVRAA replaced the Riverside County Aviation Commission in regards to land use matters, within its boundaries and recommendations on policy, procedure and operations at the Thermal Airport, now known as the Jacqueline Cochran Regional Airport ("Airport").

On May 12, 1998 (Item 3.27), the Board approved the Amended and Restated Joint Powers Agreement ("First Amended Agreement"), which most notably changed the name of CVRAA to the Desert Resorts Regional Airport Authority ("DRRAA"). The First Amended Agreement also set forth the DRRAA's purposes as engaging in master planning and promoting the economic development in and around the Airport. The First Amended Agreement also introduced an annual member contribution in the amount of \$10,000 per fiscal year ("Member Contribution") that could be used to fund the operating costs of the DRRAA and could be used for master planning, economic development and marketing purposes of the Airport and the surrounding area.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

On December 11, 2012 (Item 3.5), the Board approved the Second Amended and Restated Joint Powers Agreement ("Current Agreement"). The Current Agreement changed the name of the DRRAA to the Jacqueline Cochran Regional Airport Authority ("JCRAA" or "Authority"). It also added the Torres Martinez Desert Cahuilla Indians as a member of the Authority and a party to the Current Agreement and increased the annual Member Contribution from \$10,000 to \$12,500. The Current Agreement also eliminated the purpose of the Authority to act as a planning commission. In its many years of existence, the Authority has never exercised any of its land use and planning powers and has instead operated as an informational, advisory and promotional body with regard to the economic development of the Airport and the Airport Air Show activity.

On July 12, 2018, the County and the JCRAA received written notice from both the City of Indian Wells and the Torres Martinez Desert Cahuilla Indians of their decision to withdraw from the Current Agreement, effective as of October 10, 2018. Under Section 4(a) of the Current Agreement, the County has "the right to terminate [the] Agreement in the event of the withdrawal of, or notice thereof, by any City or Tribe which is a Party to [the] Agreement and such right shall be exercised by giving the Cities and/or Tribe ninety (90) days prior written notice thereof."

The County desires to terminate the Current Agreement and dissolve the JCRAA. The County will continue to promote the Airport, the economic development activity in and around the Airport, and the Airport Air Show for the benefit of the surrounding community. The Aviation Division of the Economic Development Agency ("EDA"), in conjunction with District 4 Supervisor V. Manuel Perez, intend to continue to provide important information regarding the Airport to all interested parties in a more appropriate and efficient venue and manner.

The termination of the Current Agreement will also serve to eliminate all liability, risk and operating costs associated with a formal joint powers authority. The Member Contributions that had been used partially towards JCRAA operations and mainly towards the JCRA Air Show will also cease and any contributions towards the Air Show will come in the form of sponsorships

The Assistant County Executive Officer/ECD, or his designee, upon approval of this item, will provide a 90-day written notice, as approved by County Counsel, to all parties to terminate the Current Agreement, along with completing a final accounting and closure of all JCRAA related activity. The proposed termination of the Current Agreement was reviewed and determined to be exempt from CEQA pursuant to State CEQA Guidelines Sections 15301, Existing Facilities exemption, and 15061 (b)(3), "Common Sense" exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Impact on Residents and Businesses

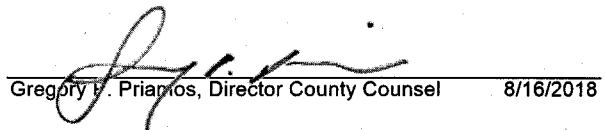
The termination of the Current Agreement will result in operating savings and elimination of all cost, liability and risk to all members of the JCRAA. The County and EDA will continue to provide Airport information to all interested parties including citizens and businesses in a more efficient and effective manner.

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ATTACHMENTS:

- Second Amended and Restated Joint Powers Agreement Creating the Jacqueline Cochran Regional Airport Authority
- Withdrawal Notice – City of Indian Wells
- Withdrawal Notice – Torres Martinez Desert Cahuilla Indians
- Notice of Exemption


Rohini Dasika, Principal Management Analyst 8/20/2018


Gregory V. Priamos, Director County Counsel 8/16/2018



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

8/29/18
Date

AB
Initial

NOTICE OF EXEMPTION

August 16, 2018

Project Name: County of Riverside, Approval of Termination of the Second Amended and Restated Joint Powers Agreement Creating the Jacqueline Cochran Regional Airport Authority and dissolution of the Jacqueline Cochran Regional Airport Authority, Thermal

Project Number: ED1910012

Project Location: Jacqueline Cochran Regional Airport located at 56850 Higgins Drive, south of Airport Boulevard, Assessor's Parcel Number (APN) 759-060-017, Thermal, Riverside County, California, 92274 and surrounding area.

Description of Project: On April 26, 1994, the Board of Supervisors approved the creation of the Coachella Valley Regional Airport Authority (CVRAA) pursuant to the original Joint Powers Agreement (Original Agreement) between the County of Riverside and the Cities of Coachella, Indian Wells, Indio, La Quinta and Palm Desert. The Original Agreement was put into place to alleviate concerns of growth in and around the Airport. The CVRAA replaced the Riverside County Aviation Commission in regards to land use matters, within its boundaries and recommendations on policy, procedure and operations at the Thermal Airport, now known as the Jacqueline Cochran Regional Airport (Cochran Airport). A First Amendment to the Original Agreement was approved by the Board on May 12, 1998 which changed the name of CVRAA to the Desert Resorts Regional Airport Authority and set forth purposes as engaging in master planning and promoting the economic development in and around the Airport and established member contributions to fund operating expenses. A Second Amendment and Restated Joint Powers Agreement (Current Agreement) was approved on December 11, 2012 which revised the name to the Jacqueline Cochran Regional Airport Authority (Authority), added the Torres Martinez Desert Cahuilla Indians as a member, and increased the annual member contribution. The Current Agreement also eliminated the purpose of the Authority to act as a planning commission as it never exercised any of its land use and planning powers and operated solely as an informational, advisory and promotional body with regard to the economic development of the Cochran Airport. On July 12, 2018, the County and the Authority received written notice from both the City of Indian Wells and the Torres Martinez Desert Cahuilla Indians of their decision to withdraw from the Current Agreement, effective as of October 10, 2018. Under Section 4(a) of the Current Agreement, the County has "the right to terminate [the] Agreement in the event of the withdrawal of, or notice thereof, by any City or Tribe which is a Party to [the] Agreement and such right shall be exercised by giving the Cities and/or Tribe ninety (90) days prior written notice thereof."

The County desires to terminate the Current Agreement and dissolve the Authority. The County will continue to promote the Airport, the economic development activity in and around the Airport, and the Airport Air Show for the benefit of the surrounding community. The Aviation Division of the Economic Development Agency (EDA), in conjunction with District 4 Supervisor V. Manuel Perez, intend to continue to provide important information regarding the Airport to all interested parties in a more appropriate and efficient venue and manner. The Approval of Current Agreement and dissolution of the Authority is identified as the proposed Project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

AUG 28 2018 3.34

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, Cities of Coachella, Indian Wells, Indio, La Quinta and Palm Desert, and the Torres Martinez Desert Cahuilla Indians

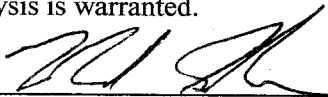
Exempt Status: State CEQA Guidelines Section 15301 Existing Facilities Exemption, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5 Sections 15061.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances which would have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. The Project is limited to administrative approval of the dissolution of an organization and the termination of the agreement that created the organization. No physical direct or reasonably foreseeable indirect impacts to the environment would occur.

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the termination of an agreement and the dissolution of the Joint Powers Authority created as a result of that Agreement. The responsibilities of the Authority would be transferred to the Aviation Division of the EDA and the member agencies of the Authority would continue to be apprised of the affairs of the Cochran Airport in an informal manner. The termination of the Agreement and Dissolution of the Authority would not result in physical changes to the Cochran Airport and the Cochran Airport will continue to operate in the same purpose and capacity. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The termination of the Agreement and dissolution of the Authority is an administrative function and would result in the continued operation of the airport. No significant direct or indirect environmental effects would occur and the Project as proposed would not cause a significant environmental impact. Therefore, the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

8/14/18

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Termination of the Jacqueline Cochran Regional Airport Authority, Thermal

Accounting String: 537080-22100-1910700000- ED1910012

DATE: August 16, 2018

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Liliana Valle, County Airport Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Termination of the Jacqueline Cochran Regional Airport Authority, Thermal

Accounting String: 537080-22100-1910700000- ED1910012

DATE: August 16, 2018

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NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Liliana Valle, County Airport Manager, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT
CREATING A REGIONAL AIRPORT AUTHORITY
TO BE KNOWN AS
JACQUELINE COCHRAN
REGIONAL AIRPORT AUTHORITY
Revised: September 19, 2012**

**SECOND AMENDED AND RESTATED
JOINT POWERS AGREEMENT
CREATING THE
JACQUELINE COCHRAN REGIONAL AIRPORT AUTHORITY**

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT CREATING THE JACQUELINE COCHRAN REGIONAL AIRPORT AUTHORITY ("Second Amended Agreement") is made by and among the CITIES OF COACHELLA, INDIAN WELLS, INDIO, LA QUINTA, PALM DESERT (hereinafter sometimes referred to as "Cities"), the TORRES MARTINEZ DESERT CAHUILLA INDIANS, a member of the Four Winds Coalition, (hereinafter sometimes referred to as "Tribe") and the COUNTY OF RIVERSIDE (hereinafter sometimes referred to as "County"). Cities, Tribe and County are hereafter sometimes referred to as "the Parties".

WITNESSETH

WHEREAS, the Cities and County have met and discussed the present and future use of the Jacqueline Cochran Regional Airport (hereinafter referred to as "Airport"), including the impacts associated therewith upon the Coachella Valley; and

WHEREAS, such impacts relate to social and economic needs as well as future transportation needs necessary to adequately accommodate the air traveling public; and

WHEREAS, the Coachella Valley Enterprise Zone surrounding Airport was designated by the State of California as an area in need of economic and social development; and

WHEREAS, the successful development of the Coachella Valley Enterprise Zone is largely dependent upon activities and improvements at the Airport; and

WHEREAS, it is the intent and desire of the Parties to enter into this Second Amended Agreement to establish a regional airport public entity, separate and apart from the Parties, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the general purposes of this Second Amended Agreement in a manner most capable of promoting the greatest public good and welfare; and

WHEREAS, the future development of private and public improvements within and surrounding Jacqueline Cochran Regional Airport is critical with respect to the social, economic and transportation needs referred to hereinabove; and

WHEREAS, the regional airport entity proposed by this Second Amended Agreement shall advise the Riverside County Board of Supervisors in regard to land use matters within its boundaries; and

WHEREAS, the Parties each have the power to establish a planning agency necessary to carry out the purposes set forth in Title 7 of the Government Code of the State of California (commencing with Section 65000) hereinafter referred to as "The Act", and in connection therewith, to establish a planning commission to perform functions as set forth in Section 65103 of the Government Code; and

WHEREAS, as of January 21, 1994, the Cities and County entered into a certain agreement entitled Joint Powers Agreement creating a Regional Airport Authority to be known as the Coachella Valley Regional Airport Authority (the "Original Agreement"); and

WHEREAS, as of February 17, 1999, pursuant to Section 4(c) of the Original Agreement, the Cities and County amended and restated the Original Agreement which is known as the Amended and Restated Joint Powers Agreement creating a Regional Airport Authority to be known as the Desert Resorts Regional Airport Authority (the "Amended and Restated Agreement"); and

WHEREAS, pursuant to Section 4(c) of the Amended and Restated Agreement, the Cities and County desire to amend and restate both the Original Agreement and Amended and Restated Agreement to read as set forth herein; and

WHEREAS, on September 19, 2012, the Cities and County unanimously and orally approved this Second Amended Agreement; and

WHEREAS, this Second Amended Agreement will become effective upon the date this Second Amended Agreement, having first been signed by all the Parties, is signed by the Chairman of the Board of Supervisors of the County of Riverside (the "Effective Date").

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Original Agreement and the Amended and Restated Agreement are hereby amended and restated in their entirety, to read, and, the Parties agree as follows:

Section 1. Purpose:

(a) This Second Amended Agreement (hereinafter now referred to as the "Agreement") is made under the provision of the Act and is made for the express purpose of forming a Jacqueline Cochran Regional Airport Authority (hereinafter referred to as "Authority") capable of exercising independent powers, separate and apart from the Parties which constitute the Authority. The Authority is to 1) engage in the master planning of Jacqueline Cochran Regional Airport and its environs as an advisory body to the Riverside County Board of Supervisors, and 2) to promote the economic development of the Airport and the surrounding area. The Authority shall exercise its powers within the geographical area set forth in Exhibit "A", which exhibit is attached hereto and by this reference made a part of this Agreement.

(b) The purposes of this Agreement shall be accomplished and said powers exercised in the manner hereinafter set forth subject, however, to such restrictions as are applicable to County in its manner of exercising such powers, as required by Section 6509 of the Government Code.

Section 2. Creation of the Authority:

Pursuant to the Act, there is hereby created a public entity to be known as the "Jacqueline Cochran Regional Airport Authority".

Section 3. Term:

The Effective Date of this Agreement shall commence upon approval and signature of this Agreement by County, Cities and the Tribe and upon signature of the Chairman of the Board of Supervisors of the County of Riverside and shall continue for so long as is necessary to carry out the purposes of this Agreement or until terminated as provided hereinafter.

Section 4. Termination and Amendments:

(a) Any Party to this Agreement shall have the right to withdraw from this Agreement and may exercise its right to do so by giving all the other Parties and the Authority ninety (90) days prior written notice of the effective date of such withdrawal; this Agreement shall be deemed automatically amended to reflect the deletion of such Party from this Agreement. The County, however, shall have the right to terminate this Agreement in the event of the withdrawal of, or notice thereof by, any City or Tribe which is a Party to this Agreement and such right shall be exercised by giving the Cities and/or Tribe ninety (90) days prior written notice thereof. This Agreement shall terminate upon the effective date of such withdrawal.

(b) Subject to County's rights of termination contained in Section 4 (a) above, the Parties may terminate this Agreement by their unanimous written consent.

(c) The Parties may amend this Agreement by their unanimous written consent, and such right to amend may include, without limitation: (1) the addition of a public entity, quasi-public entity or tribal government as a Party to this Agreement, (2) a change in the term of this Agreement, or (3) a change to any substantive provision of this Agreement in accordance with applicable laws.

(d) If this Agreement is terminated, any property acquired pursuant to this Agreement, including without limitation, surplus money on hand, materials and equipment, and which is not by law or contract to be distributed in a different manner, shall be divided and distributed in proportion to the contributions made to the Parties.

Section 5. Powers and Duties of the Authority:

The Authority shall implement the purpose to act as a planning commission, an advisory body to the County Board of Supervisors, as more specifically set forth in Section 1 above, by

doing all acts necessary or convenient in connection therewith to include, without limitation, the following:

- a) To make and enter into contracts, agreements and documents, including without limitation, agreements with any one or more of the Parties;
- b) To employ agents, servants and employees;
- c) To acquire, hold and dispose of personal property;
- d) To accept gifts, contributions and donations of personal property, funds, services and forms of assistance from individuals, public entities and private entities;
- e) To sue and be sued in its own name;
- f) To apply for and receive any available state and/or federal grants;
- g) To levy and collect fees and charges to finance the cost and expenses incidental to the purpose of the Authority;
- h) To employ legal counsel;
- i) To adopt a budget;
- j) To establish a Treasury for the deposit and disbursement of funds and monies in accordance with the policies and procedures set forth in this Agreement.
- k) To invest any money held in the Treasury that is not required for immediate necessities of the Authority, if the Authority determines it is advisable, in the same manner and upon the same conditions as local agencies pursuant to Sections 6509.5 and 53601 of the Government Code.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purpose of this Agreement as are authorized. One or several acts may take place concurrently or in sequence.

Section 6. Organization:

(a) In order to effectuate the purpose of this Agreement and the powers and duties in connection therewith as set forth in Sections 1 and 5 above, respectively, there is hereby established the Jacqueline Cochran Regional Airport Authority ("Authority"), which shall be the governing body and exercise the powers of the Authority subject to the provisions of this Agreement.

(b) The Authority shall initially be composed of the Parties to this Agreement. Each Party to this Agreement shall be represented by one (1) member ("Member"), with each Member being entitled to one (1) vote. Each Party may also appoint one alternate ("Alternate") to act in a Member's absence.

Section 7. Designation of Member and Alternates:

(a) The governing body of each Party to this Agreement shall appoint by resolution its Member and Alternate to the Authority. Each Member and Alternate must hold an elective office on the respective governing body appointing such Member. Alternates must be provided by their respective governing bodies the authority to fully act in a Member's absence. The Member for the County shall be the Supervisor of District IV and the Alternate shall be the Supervisor of District III.

(b) Members and Alternates shall serve on the Authority during the term from which they were appointed or until their successor has been appointed or their appointment has been revoked, whichever is earlier, provided, however, a Member's and Alternate's position on the Authority shall automatically terminate if and when the term of the elected public office of such Member along with their Alternate is terminated. When a vacancy occurs, it shall be the duty of the respective Party having the vacancy to promptly inform the Authority of the name of the replacement Member and Alternate.

(c) The Members of the Authority may, by a majority vote, offer non-voting ex-officio membership to other governmental entities, public entities, quasi-public entities or tribal governments. Any memberships thus offered shall be appointed according to the procedures outlined in Section 7(b).

Section 8. Quorum:

The presence of a majority of the Members of the Authority shall constitute a quorum for the conduct of Authority business. A majority vote of a quorum shall be necessary for the transaction of business or for the approval of any matter. Adjournment of a meeting shall only require a majority vote of those present. No proxy or absentee voting shall be permitted.

(a) The Authority shall establish the time and place for its regular and special meetings. The dates, hour and location of regular meetings shall be fixed by resolution of the Authority and a copy of such resolution shall be filed with the governing body of each of the Parties. Special meetings and adjourned meetings may be held as required or permitted by law.

(b) All meetings of the Authority, including without limitation, regular, special and adjourned meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

Section 9: Officers:

(a) The Authority shall elect a Chairperson and a Vice-Chairperson at its first meeting, and at the first meeting held in each succeeding fiscal year, the Authority shall elect or

reelect its Chairperson or Vice-Chairperson; provided, however, that the office of Chairperson shall rotate among the Members of the Authority at a minimum of every two (2) years. In the event that the Chairperson or Vice-Chairperson resigns from such office or ceases to be a Member of the Authority, the Authority shall elect a replacement therefor at the next regular meeting of the Authority. In the absence or inability of the Chairperson to act, the Vice-Chairperson shall act as Chairperson. The Chairperson, or in the Chairperson's absence, the Vice-Chairperson, shall preside at and conduct all meetings of the Authority.

(b) The Treasurer of County shall be and shall act as the Treasurer of the Authority until the Authority appoints some other person to be treasurer of the Authority. The Treasurer shall have the custody of the Authority money and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions of this Agreement, the Act, and with those procedures established by the Authority. The Treasurer shall assume the duties described in Section 6505.5 of the Government Code, namely: receive and receipt for all money of the Authority and place in the Treasury of the Treasurer to the credit of the Authority; be responsible upon an official bond as prescribed by the Authority for the safekeeping and disbursement of all Authority money so held; pay, when due, out of money of the Authority so held, all sums payable, only upon warrants of the officer performing the functions of the Controller who has been designated by the Authority; verify and report in writing on the first day of July, October, January and April of each year to the Authority and to the Parties to the Agreement the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report; and perform such other duties as are set forth in this Agreement or specified by the Authority.

(c) The Auditor-Controller of the County shall be the Controller of the Authority until the Authority appoints some other person to be controller of the Authority. The Controller shall draw warrants to pay demands against the Authority when such demands have been approved by the Authority or by any other person authorized to so approve such by this Agreement or by resolution of the Authority. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Authority.

There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices, the books and records of the Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the Parties.

The Controller, with the approval of the Authority, shall contract with an independent certified public accountant or certified public accountant firm or certified public accountants to make an annual audit of the accounts and records of the Authority, and a complete written report of such audit shall be filed as a public record annually, within six (6) months of the end of the fiscal year under examination, with each of the Parties. Such annual audit and written report shall comply with the requirements of Section 505 of the Government Code. The cost of the annual audit, including contracts with, or employment of such independent certified public accountants making an audit pursuant to this Agreement shall be a charge against any unencumbered funds of the Authority available for such purpose. The Authority by unanimous vote, may replace the annual audit with a special audit covering a two-year period.

Section 10. Rules and Procedures:

The Authority shall adopt, from time to time, such rules and procedures for the conduct of its meetings and affairs as it may deem necessary, including, without limitation, the designation of a person to record and transcribe the minutes of each public meeting of the Authority.

Section 11. Staff and Support Personnel/Equipment and Furnishings:

Staff and Support personnel for the Authority may be provided by the Parties subject to such conditions as may be approved by the governing bodies of the Parties. Such staff and personnel shall perform duties and responsibilities as are conferred herein and conferred thereon by the Authority. Subject to the availability of funds, the Authority may contract for, or employ, such other staff and support personnel as may be deemed necessary or desirable.

Equipment and furnishings may be provided and/or donated by the Parties in order to accommodate the Authority and its staff and support personnel. Subject to the availability of funds, the Authority may acquire by lease or purchase such equipment and furnishings.

Section 12. Funding:

(a) It is anticipated that any operating funds of the Authority will be derived from grants, donations, contributions and by the annual membership fee from the Parties.

(b) The Authority, in the name, and on behalf of, the Authority may apply for, accepts and use grants from any public or private source in order to implement and carry out the purposes of this Agreement.

(c) After consultation with the Authority, any Party to this Agreement may apply for or accept grants, or other funds or resources for any purpose relating to the purposes of this Agreement and, unless otherwise approved by all members of the Authority, all obligations

assumed thereunder shall be the sole obligations of the Party obtaining such monies or resources, and not the obligation of any other Party to this Agreement or of the Authority.

(d) The Parties to this Agreement recognize the economic benefit and impact of the Airport to the region and, as such, shall each contribute twelve thousand five hundred dollars (\$12,500) per fiscal year to fund the operating costs of the Authority to include, but not be limited to, master planning, economic development and marketing of the Airport and the surrounding area.

Section 13. Operational Term:

The Authorities shall operate on a fiscal year commencing on July 1 of each year and ending on and including the following June 30.

Section 14. Authority Separate Entity/Liability/Immunity:

(a) The Authority shall be a public entity separate and apart from the Parties to this Agreement; provided, however that each Party to this Agreement shall defend, indemnify and hold harmless each other Party from and against all claims, damages, losses, liabilities, expenses, and other cost including litigation cost and attorney's fees arising out of, resulting from or in connection with the performance of this Agreement by any of its officers, employees or agents. Each Party's obligation to defend, indemnify and hold each of the other Parties to this Agreement harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property including the loss of use.

(b) It is the intent of the Parties that, except as provided herein, the Authority cannot incur any debts, liabilities or obligations without the consent of the governing body of each Party to the Agreement; provided, however, that to the extent such are established pursuant hereto or by the final judgment of a court of competent jurisdiction, they shall constitute the debts, liabilities and obligations of the Authority and shall not constitute the debts, liabilities or obligations of the Parties to this Agreement or of any of them.

(c) With respect to the officers, agents, Members, Alternates, and employees, if any, of the Authority or the Parties to this Agreement, the provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 15. Severability:

If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby.

Section 16. Notices:

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to said respective Parties, as follows:

Jacqueline Cochran Regional Airport Authority
3403 10th Street, Suite 500
Riverside, CA 92501

City of Coachella
1515 Sixth Street
Coachella, CA 92236

City of Indio
P.O. Box/Drawer 1788
Indio, CA 92202

City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

Torres Martinez Desert Cahuilla Indians
66-725 Martinez Rd.
Thermal, CA 92274

Fourth District Supervisor
County of Riverside Board of Supervisors
73-710 Fred Waring Drive, Suite 222
Palm Desert, CA 92260

City of Indian Wells
44950 El Dorado Dr.
Indian Wells, CA 92210

Section 17. Other Obligations:

The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in supplemental agreements to be executed by the Parties.

Section 18. Entire Agreement; Acknowledgement of Understanding:

The Parties acknowledge that they have read the Agreement, understand it and agree to be bound by its terms and conditions. Further, the Parties agree that the Agreement is the

complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersedes all proposals, outlines, letters of intent or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of the Agreement. Understandings, agreements, representatives, or warranties not contained in this Agreement or a written amendment hereto shall not be binding.

Section 19. Non Assignability:

The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto.

Section 20. Miscellaneous:

(a) The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

(f) Each Party shall have the right to duplicate, at its own expense, any and all documents and reports created or acquired, in the joint exercise of powers hereunder by the Authority or by any other Party hereto pursuant to this Agreement.

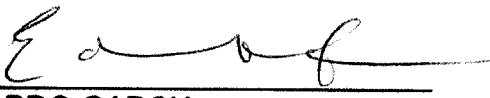
(g) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(Signatures on the following pages)

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and
attested by their proper officers thereunto duly authorized as of the date first above written.

CITY OF COACHELLA:

By: 

EDUARDO GARCIA
Mayor

ATTEST:
~~ANDREA CARRANZA~~ *Beatrice Barajas*
City Clerk


By: 

Beatrice Barajas Deputy
City Clerk

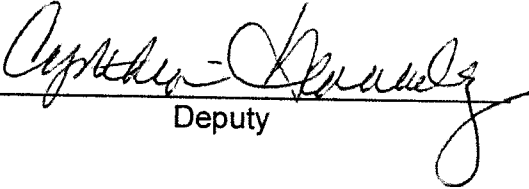
Dated: January 23, 2013

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

CITY OF INDIO:

By: 
ELAINE HOLMES
Mayor

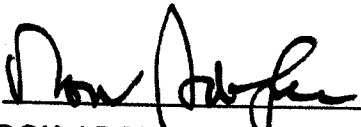
ATTEST:
CYNTHIA HERNANDEZ
City Clerk

By: 
Deputy

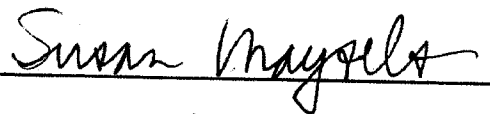
Date: 1/17/13

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

CITY OF LA QUINTA:

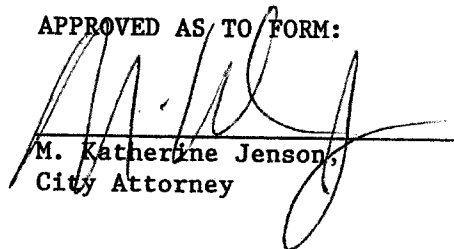
By: 
DON ADOLPH, Mayor

ATTEST:
SUSAN MAYSELS
City Clerk

By: 

Date: Jan 22, 2013

APPROVED AS TO FORM:


M. Katherine Jenson
City Attorney

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

CITY OF INDIAN WELLS:

By: Mary T. Roche
MARY T. ROCHE
Mayor

ATTEST:
RODERICK J. WOOD
City Clerk

By: Roderick J. Wood

Date: April 9, 2013

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

CITY OF PALM DESERT:

By: 
JAN C. HARNIK
Mayor

ATTEST:

By: 
RACHELLE D. KLASSEN, CITY CLERK

Date: January 10, 2013

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Riverside }

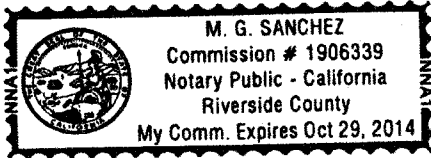
On January 14, 2013 before me, M. G. Sanchez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jan C. Harnik
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: CO8462 - Second Amendment & Restated JPA

Document Date: September 19, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

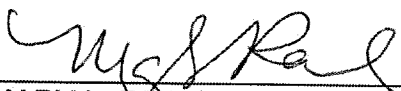
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority


TORRES MARTINEZ DESERT CAHUILLA INDIANS:

By: 
MARY L. RESVALOSO
Tribal Chairperson

Date: 9/14/13

Second Amended and Restated Joint Powers Agreement
Creating a Regional Airport Authority to be known as
Jacqueline Cochran Regional Airport Authority

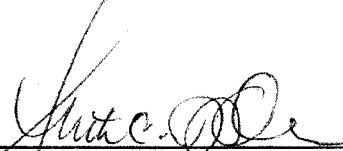
COUNTY OF RIVERSIDE:

By: 
JOHN BENOIT
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

By: 
Anita C. Willis
Assistant County Counsel



.....
Cabazon Band of Mission Indians
Torres Martinez Desert Cahuilla Indians
Twenty-Nine Palms Band of Mission Indians
.....

Vincent Yzaguirre C/O
Jaqueline Cochran Regional Airport
Joint Powers Authority
3403 Tenth Street Suite 300
Riverside, CA 92501

July 12, 2018

**Subject: Written Notice to Withdraw from Joint Powers Authority by the Four Winds Coalition
(Members: Twenty-Nine Palms Band of Mission Indians, Cabazon Band of Mission
Indians, Torres Martinez Desert Cahuilla Indians)**

Dear Authority Board Members:

This letter is to inform the Authority Board Members of the Four Winds Tribal Coalition's unanimous decision to permanently withdraw as a member of the Jacqueline Cochran Regional Airport Authority ("Authority").

Pursuant to Section 4 (c) of the Second Amended and Restated Joint Powers Agreement creating the Jacqueline Cochran Regional Airport Authority ("Agreement") dated April 9, 2013:

Any Party to this shall have the right to withdraw from this Agreement and may exercise its right to do so by giving all the other Parties and the Authority ninety (90) days prior written notice of the effective date of such withdrawal.

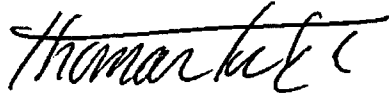
This letter shall serve as adequate notice of the Four Winds Tribal Coalition's intent to permanently withdraw from the Authority ninety (90) days from the date of this notice. We appreciate our tenure as part of this Authority but believe the Authority would best serve the community as an airport advisory committee (with input from citizens) to the County of Riverside who owns, operates and pays for this vital facility.

Respectfully,

Darrell Mike, Chairman
Four Winds Coalition
Twenty-Nine Palms Band of Mission Indians



Doug Welmas, Chair,
Cabazon Band of Mission Indians



Thomas Torte, Chair
Torres Martinez Desert Cahuilla Indians

CC: Supervisor Manuel Perez
All Authority Board Members



INDIAN WELLS
CALIFORNIA

July 12, 2018

VIA CERTIFIED MAIL W/RETURN RECEIPT REQUESTED

Vincent Yzaguirre C/O
Jacqueline Cochran Regional Airport
Joint Powers Authority
3403 Tenth Street, Suite 300
Riverside, CA 92501

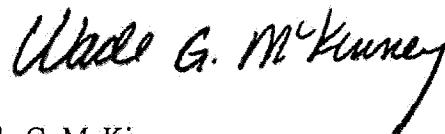
Re: Withdrawal from Jacqueline Cochran Regional Airport Joint Powers Authority

Dear Mr. Yzaguirre:

This letter provides the Jacqueline Cochran Regional Authority Joint Powers Authority (JPA) with the required ninety (90) days' notice of the City of Indian Wells' withdrawal pursuant to Section 4(a) of the above Joint Powers Agreement, as revised on September 19, 2012. In accordance with Section 4(a), the City may withdraw from this Agreement at any time for any or no reason upon delivery of a written notice ninety (90) days prior to the withdrawal date. The effective date of withdrawal is October 10, 2018.

In accordance with Section 16, a copy of this written notice has been mailed to the JPA and member agencies. (See attached service list.)

Sincerely,



Wade G. McKinney
City Manager
City of Indian Wells
44950 El Dorado Dr.
Indian Wells, CA 92210

In accordance with Section 16, notices were mailed to the following:

Jacqueline Cochran Regional Airport Authority
3404 10th Street, Suite 500
Riverside, CA 92501
ATTN: Vincent Yzaguirre C/O

City of Coachella
1515 Sixth Street
Coachella, CA 92236

City of Indio
P.O. Box/Drawer 1788
Indio, CA 92202

City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, CA 92260

Torres Martinez Desert Cahuilla Indians
66-725 Martinez Rd.
Thermal, CA 92274

Fourth District Supervisor
County of Riverside Board of Supervisors
73-710 Fred Waring Drive, Suite 222
Palm Desert, CA 92260