

COACHELLA VALLEY POWER AGENCY

JOINT POWERS AGREEMENT

Among the Following Parties:

**Augustine Band of Cahuilla Indians
Cabazon Band of Cahuilla Indians
City of Coachella
Coachella Valley Water District
Torres Martinez Desert Cahuilla Indians
City of Indio
City of Indian Wells
City of La Quinta
Twenty-Nine Palms Band of Mission Indians
City of Palm Desert
County of Riverside
City of Rancho Mirage**

COACHELLA VALLEY POWER AGENCY

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This Joint Powers Agreement (“Agreement”), dated for reference purposes as of May 1, 2025, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (individually “Party” or “Member”, collectively “Parties” or “Members”). The term “Parties” or “Members” shall also include an incorporated municipality, county, Indian tribe or other eligible entity added to this Agreement in accordance with Section 2.4.

RECITALS

- A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) authorizes the Parties to create a joint exercise of powers entity which has the power to exercise any powers common to the Parties and to exercise additional powers granted to it under the Act or other California statutes, as applicable.
- B. The Parties share various powers under California law, including but not limited to the power to manage, own, operate, purchase, supply, transport, aggregate electricity related enterprises, facilities, equipment, and programs for themselves and customers within their jurisdictions.
- C. The Parties, by and through this Agreement, desire to establish a separate public agency, known as the Coachella Valley Power Agency, or CVPA, under the provisions of the Act (including without limitation Section 6502.1 of the Act), in order to collectively: (i) work collaboratively with the Imperial Irrigation District (“IID”) to enable flexibility in addressing the unique needs of CVPA, subgroups of its Members and each of its Members concerning generation and distribution electric services in the eastern Coachella Valley, and (ii) evaluate pathways to transition into a standalone provider of electric generation and distribution services in the eastern Coachella Valley.
- D. The purpose of this Agreement is to establish an independent public agency, in order to exercise powers common to each Party, and to exercise additional powers granted to it under the Act and or other relevant legislative authorization(s), including to promote, develop, conduct, operate, and manage energy generation and distribution in the eastern Coachella Valley toward achieving reliable, cost-effective public power.
- E. The purpose and intent further include long- and short-term investigation for establishing a stand-alone, integrated publicly-owned electric utility

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that is locally controlled and supports anticipated growth and development in eastern Coachella Valley, delivery of cost-competitive electricity, product choice, price stability, and augments energy-related climate goals of the Members.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1: DEFINITIONS AND EXHIBITS

- 1.1 Definitions. Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 Documents Included. This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A: Definitions
Exhibit B: List of the Proposed Initial Parties
Exhibit C: Annual Energy Use
Exhibit D: Voting Shares
Exhibit E: Signatures

ARTICLE 2: FORMATION OF COACHELLA VALLEY POWER AGENCY

- 2.1 Effective Date and Term. This Agreement shall become effective and CVPA shall exist as a separate public agency on May 1, 2025, or when at least three of the proposed initial Parties listed in Section 2.4.1 representing a total of at least 50% of the "Annual Energy %" listed in Exhibit C execute this Agreement, whichever occurs later. CVPA shall provide notice to the Parties of the Effective Date. CVPA shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 6.4, subject to the rights of the Parties to withdraw from CVPA.
- 2.2 Formation. There is formed as of the Effective Date a public agency named Coachella Valley Power Agency. Pursuant to Sections 6506 and 6507 of the Act, CVPA is a public agency separate from the Parties. Pursuant to Section 6508.1 of the Act, the debts, liabilities or obligations of CVPA shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of CVPA. A Party who has not agreed to assume a CVPA debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of

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CVPA. Notwithstanding the above, if CVPA contracts with a public retirement system, the above provisions shall not apply with respect to the retirement liabilities of CVPA pursuant to Section 6508.1 of the Act. Notwithstanding Section 7.5 of this Agreement, this Section 2.2 may not be amended unless such amendment is approved by the governing body of each Party.

2.2.1 Name. CVPA may change its name at any time through adoption of a resolution of the Board of Directors.

2.3 Purpose. The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party, and to exercise additional powers granted to it under the Act and or other relevant legislative authorization(s), in order to collectively address the unique needs of CVPA and each of its members concerning electric service in the eastern Coachella Valley and study and evaluate pathways to a transition to a standalone provider of electrical services in the eastern Coachella Valley. The purpose and intent further include long- and short-term investigation, planning, constructing, owning, operating and managing power generation and delivery facilities through collaborative arrangements with one or more power related organizations. Such investigations could include any or all of the following:

- a. Providing IID with the flexibility and ability to address the unique concerns and needs of CVPA and its individual Members, wherein it may be appropriate to apply rates, rules, regulations, and/or orders within the Coachella Valley that may differ from the rates, rules, regulations, and/or orders applicable to electric service within IID's general jurisdictional boundary.
- b. Evaluating pathways to a transition to a standalone provider of electrical services in the eastern Coachella Valley.
- c. Establishing a stand-alone, integrated publicly owned utility.
- d. Planning, constructing, owning, operating and managing electric power generation and distribution facilities within or for the benefit of the jurisdictions of the Parties within the eastern Coachella Valley.
- e. Providing electric power and other forms of energy and energy services to customers at a competitive cost.
- f. Promoting long-term electric rate stability, energy security, quality and reliability for residents through local control of electric

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generation resources and other energy related equipment and facilities.

g. Providing a vehicle for Parties to discuss, plan, implement and manage energy related policies which may benefit the Parties and the constituencies they represent.

h. Reviewing, promoting and administering, as applicable, effective and efficient use and allocation of Public Benefits Charge(s) pursuant to California Public Utilities Commission collection of such charges, or similar successor charges, for Members of CVPA.

i. Carrying out efficiency and conservation programs related to energy consumption.

j. Coordinating, cooperating and contracting with other energy related organizations to attain and improve energy production, efficiency and delivery facilities affecting the Parties and neighboring jurisdictions.

k. Entering into collaborative relationships with neighboring public power entities and other organizations and companies to help achieve the power supply generation and delivery goals of the Parties.

l. Stimulating and sustaining the local economy by developing local jobs in renewable and conventional energy.

2.4 Membership in CVPA.

2.4.1 The eligible initial Members of CVPA are the Augustine Band of Cahuilla Indians, the Cabazon Band of Cahuilla Indians, the City of Coachella, the Coachella Valley Water District, the Torres Martinez Desert Cahuilla Indians, the City of Indio, the City of Indian Wells, the City of La Quinta, the Twenty-Nine Palms Band of Mission Indians, the City of Palm Desert, the County of Riverside, and the City of Rancho Mirage. Any of the above-named eligible initial Members may join CVPA by approving and executing this Agreement before or after the Effective Date and delivering a copy of the executed Agreement to the Members and, if this Agreement is already effective, the CVPA secretary.

2.4.2 Any other city, county or other eligible party may request to become a member of CVPA by submitting a resolution adopted by its City Council, Board of Supervisors, Tribal Council, Board of Directors or other official governing body, to the Board of CVPA.

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The Board shall review the request and shall vote to approve or disapprove the request. Such request shall be subject to approval by two-thirds of the Board as described in Section 3.8.3. The Board may establish conditions, including but not limited to financial conditions, under which the prospective member may become a member of CVPA. The Board shall notify the then Members of CVPA of this request and the date that the request will be on the Board's meeting agenda for action. The date set for Board action shall be at least forty-five (45) days from the date the notice is mailed to the Members. If the request is approved by the Board, the city, county or other eligible party shall become a member of CVPA under the terms and conditions set forth by the Board and upon approval and execution of this Agreement by the requesting city, county, or party.

2.4.3 Nothing in this Agreement shall preclude a Party from establishing or operating a municipal electric utility, either as a separate legal entity or as a utility service provided by the establishing Party.

2.5 Powers. CVPA shall have all powers common to the Parties and such additional powers accorded to it by law. CVPA is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following powers, subject to the voting requirements set forth in Section 3.8:

2.5.1 to make and enter into contracts;

2.5.2 to employ agents and employees, including but not limited to an Executive Officer;

2.5.3 to lease, acquire, construct, contract, manage, maintain, and operate any buildings, infrastructure, works, or improvements;

2.5.4 to acquire property by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property, improvements or equipment; however, CVPA shall not exercise the power of eminent domain within the jurisdiction of a Party over its objection without first meeting and conferring in good faith;

2.5.5 to sue and be sued in its own name;

2.5.6 to incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Sections 53850 et seq. and authority under the Act;

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- 2.5.7 to form subsidiary or independent corporations or entities, if necessary, to carry out energy supply, energy delivery and energy conservation programs at the lowest reasonable cost or to take advantage of legislative or regulatory programs and funding;
- 2.5.8 to issue revenue bonds and other forms of indebtedness;
- 2.5.9 to apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state, or local public agency or individuals or private entities;
- 2.5.10 to submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of CVPA's services, facilities and other energy programs;
- 2.5.11 to adopt ordinances, policies, bylaws, rules, and regulations related to CVPA operations;
- 2.5.12 to establish ordinances, policies, rules, rates, fees, charges and surcharges (including without limitation development impact fees) related to the acquisition, generation, and distribution of energy, the provision of energy services, the acquisition of land, improvements and equipment related thereto, and programs, projects and general operations undertaken within Member service territories;
- 2.5.13 to make and enter into service agreements relating to the provision of services necessary to plan, implement, construct, own, operate and administer CVPA energy services, programs, including the acquisition of electric power supply and electric generation and distribution facilities, and the provision of retail and regulatory support services;
- 2.5.14 to invest money in its treasury, pursuant to Government Code Section 6505.5 et seq., that is not required for the immediate necessities of CVPA, as CVPA determines advisable, in the same manner and on the same conditions as local agencies pursuant to Government Code Section 53601, et seq.;
- 2.5.15 to assume the rights and obligations of any Member related to the purpose of this Agreement, and to assume the rights and obligations of any other public agency or utility by agreement or other lawful method;
- 2.5.16 to carry out and enforce all provisions of this Agreement;

2.5.17 to exercise any and all powers which are provided for in the Act, as they exist on the Effective Date of this Agreement or may hereafter be amended; and

2.5.18 to permit additional parties to enter into this Agreement after the Effective Date.

- 2.6 Limitation on Powers. CVPA 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 its bylaws. In accordance with Government Code Section 6509, the powers of CVPA 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 does not become a member or shall cease to be a Member, then CVPA shall be restricted in the exercise of its power in the same manner as the City of La Quinta, a charter city.

ARTICLE 3: GOVERNANCE AND INTERNAL ORGANIZATION

- 3.1 Governing Body. CVPA shall be governed by a legislative body known as the Board of Directors ("Board"). The Board shall consist of one (1) Director appointed by each of the Members. Each Director shall serve at the pleasure of the governing body of the Party appointing such Director, and may be removed as Director by such governing board at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the affected Party to fill the position of the previous Director within 30 days of the date that such position becomes vacant. Directors shall be elected officials of the appointing Party that is a signatory to this Agreement. Each Party may appoint an alternate to serve in the absence of its Director. Alternates shall be elected officials of the appointing Party that is the signatory to this Agreement. The County of Riverside may designate an alternate that is an elected official from any District 4 agency which is not a member of CVPA, given that such agency's jurisdiction falls wholly or in part within the jurisdictional boundaries of CVPA. The Board shall exercise all powers and conduct all business of CVPA, either directly or by delegation to other bodies or persons pursuant to this Agreement. For any vacancy in Director and Alternate positions, quorum determination and Board voting mechanisms shall be adjusted as provided in Sections 3.7 and 3.8 of this Agreement.

The governing body of a Member may designate a duly appointed Director from another Member to represent and vote on behalf of such designating Member on all CVPA matters affecting the designating Member. Such designation as a proxy must be made annually in writing

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at least thirty (30) days before the start of a new CVPA fiscal year and must be effective for the entirety of the forthcoming fiscal year. For the fiscal year in which this Agreement becomes effective, a written notice by a Member designating another Member to act on its behalf may be submitted at any time and will remain in effect for the remainder of that fiscal year. If a designating Member's Director (or Alternate) is present at any CVPA meeting, such Director (or Alternate) may participate directly on its own behalf.

If additional cities, counties or other eligible entities join CVPA, as set forth in Section 2.4, each city, county or other eligible entity that becomes a member of CVPA shall be entitled to one (1) Director and one (1) Alternate appointed as set forth above.

Ex Officio Directors. The Board may appoint ex officio members of the Board. Ex officio directors shall receive all meeting notices, shall have the right to participate in Board discussions and the right to place items on the agenda but shall not be counted towards a quorum or attend closed session and shall have no vote.

- 3.2 **Regular Board Meetings.** The Board shall hold at least one regular quarterly meeting and shall provide for such other regular meetings as it deems necessary. Meetings of the Board shall be held at such locations as authorized under the Ralph M. Brown Act (California Government Code Sections 54950 et seq.), and at such times as may be designated from time to time by the Board. Directors may participate in meetings telephonically or electronically, with full voting rights, only to the extent permitted by law. All meetings shall be conducted in accordance with the provisions of the Ralph M. Brown Act.
- 3.3 **Special Meetings of the Board.** Subject to all noticing requirements of the Ralph M. Brown Act, special meetings of the Board may be called in accordance with the provisions of California Government Code Sections 54956 and 54956.5, to be held at such times and places within one of the member jurisdictions as may be ordered by the Chair (and at such other locations as allowed under the Ralph M. Brown Act). A majority of the Board may also call a special meeting for any purpose.
- 3.4 **Chair and Vice-Chair.** The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Chair and Vice Chair shall serve at the pleasure of the Board. There shall be no limit on the number of terms held by either the Chair or Vice Chair.
- 3.5 **Conduct of Meetings.** The Chair or, in the absence of the Chair, the Vice-Chair, shall preside at all meetings of the Board.

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- 3.6 Resignation of a Director. Any Director may resign effective on giving written notice to the Board Chair or CVPA secretary, unless the notice specifies a later time for the effectiveness of such resignation. A successor shall be appointed by the affected Member as provided for in this Agreement.
- 3.7 Quorum. A quorum for the transaction of business shall exist if a meeting is attended by at least three (3) Directors representing more than 50% of the Weighted Voting Shares of the Parties.

A quorum shall exist for the transaction of business if a meeting is attended by at least three (3) Directors representing a majority of the of the Members based on Weighted Vote Shares as described in 3.17.1(c) of this Agreement. In all instances a quorum must consist of at least three (3) Directors physically or telephonically present pursuant to the Ralph M. Brown Act. Ex officio, non-voting directors shall not be included when calculating the number of Directors necessary to constitute a quorum or the number of votes necessary to approve an action. In the event that a Member has failed to designate a Director, or a Member's designated Director has died, resigned, left office, been removed from office, and a replacement Director has not yet been designated, and there is no designated Alternate, and there is no other Member's representative designated to act on the designating Member's behalf by proxy, such that a Member has no duly acting representative on the Board, then that Member's vacant Board position shall not be included when calculating the number of Directors necessary to constitute a quorum or the number of votes necessary to approve an action.

No action may be taken by the Directors if a quorum of the Board is not present. In the absence of a quorum, any meeting of the Board may be adjourned from time to time by a vote of the majority present, but no other business may be transacted except as provided for in this Section.

If any Member's Director, Alternate and designated proxy representative has been absent from three (3) or more consecutive Board meetings, that Member's Director and Alternate positions shall automatically become vacant and any proxy designation shall automatically be temporarily invalidated, each upon the conclusion of such third consecutive Board meeting at which the Member was not represented. Thereafter, such Member shall not be included when calculating the number of Directors necessary to constitute a quorum or the number of votes necessary to approve an action until the Member has filled the vacancy or vacancies in the Director and Alternate positions or redesignated its proxy for the applicable fiscal year, and such appointed

or reappointed Director, Alternate, or designated proxy attends a subsequent Board meeting.

- 3.8 Voting. Except as otherwise expressly provided in this Agreement or required by law, every act or decision by the Board shall be made by: (1) an affirmative vote of a majority of all Directors who are present at the meeting ("Equal Vote"); or (2) if requested as described below, an affirmative vote of at least three (3) Directors representing a majority of the Weighted Vote Share of the Members represented at the meeting ("Weighted Vote"). "Weighted Vote Share" is defined below.

3.8.1 Weighted Vote and Weighted Vote Shares

Upon request of one (1) or more Directors, a Weighted Vote will be conducted. Each Member shall have a "Weighted Vote Share" as determined by the following formula:

([Total Annual Energy Use (expressed in MWh) in the Member's jurisdiction / combined Total Annual Energy Use in all Members' represented at the meeting], expressed as a percentage to two decimal places.

Annual Energy Use values are to be based on total actual or estimated retail energy sales or consumption of all Members' respective electric customer (or Member) accounts, as applicable, as of December 31 of the most recent year for which such data is available. In the absence of actual data, the Board may approve the use of reasonably estimated Annual Energy Use values or other suitable method for determining or estimating applicable Member energy usage.

- 3.8.2 Exhibit Showing Weighted Vote Shares. The initial Weighted Vote Shares of the proposed initial Parties are set forth in Exhibit D based on data available / estimated as of the December 31 immediately preceding the Effective Date of this Agreement. Exhibit D shall be revised annually or as necessary to account for changes in the number of Members and or changes in the Members' annual MWh retail energy usage. Adjustments to Exhibit D shall be approved by a majority vote of the Board and shall not be considered an amendment to this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that the Weighted Vote Shares shown in Exhibit D assume that representatives of all Members will attend meetings of the Board; however, the actual Weighted Vote Share may vary based on the actual Members represented at a meeting by a Director, Alternate, or proxy.

3.8.3 Special Voting Requirements for Certain Matters.

(a) Two-Thirds and Weighted Vote Approval Requirements Relating to Sections 6.2 and 7.5.

Notwithstanding any other provision of this Agreement, action of the Board on the matters set forth in Section 2.4.2 (approval of membership of certain agencies), Section 6.2 (involuntary termination of a Member), or Section 7.5 (amendment of this Agreement) shall require the affirmative vote of at least two-thirds of Directors present; provided, however, that: (i) notwithstanding the foregoing, any one (1) or more Directors present at a meeting may demand that the vote be determined on the basis of Weighted Vote Shares, and if any one (1) or more Directors make such a demand, then approval shall require the affirmative vote of Directors having at least two-thirds of the Weighted Vote Shares present, as determined by Section 3.8.1; and (ii) for votes to involuntarily terminate a Member under Section 6.2, the Director for the Member subject to involuntary termination may not vote, and the number of Directors constituting two-thirds of all Directors, and the Weighted Vote Share of each Member shall be recalculated as if the Member subject to possible termination were not a Member.

(b) Seventy-Five Percent Special Voting Requirement for Eminent Domain

- i A decision to exercise the power of eminent domain on behalf of CVPA to acquire any property interest shall require a vote of at least 75% of all Directors.
- ii Notwithstanding the foregoing, any one (1) or more Directors present at the meeting may demand that a vote under subsections (i) be determined on the basis of Weighted Vote Shares, and if any one (1) or more Directors make such a demand, then approval shall require the affirmative vote of Directors having at least 75% of all Weighted Vote Shares, as determined by Section 3.8.1, as well as two-thirds of all Directors.

(c) Seventy-Five Percent Special Voting Requirement for Contributions or Pledge of Assets.

- (i) The imposition on any Member of any obligation to make contributions or pledge assets as a condition

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of continued participation CVPA shall require a vote of at least 75% of all Directors and the approval of the governing bodies of the Members which are being asked to make such contribution or pledge.

- (ii) Notwithstanding the foregoing, any one (1) or more Directors present at the meeting may demand that a vote under subsection (i) be determined on the basis of Weighted Vote Shares, and if any one (1) or more Directors make such a demand, then approval shall require the affirmative vote of Directors having at least 75% of all Weighted Vote Shares, as determined by Section 3.8.1. For purposes of this section, "imposition on any Member of any obligation to make contributions or pledge assets as a condition of continued participation in CVPA" does not include any obligations of a withdrawing or terminated Member imposed under Section 6.3.

3.9 Other Officers. The Executive Officer of CVPA shall be the secretary of CVPA, or as otherwise determined by the Board. Any officer, employee or agent of any Member of CVPA may also be an officer, employee, or agent of any of the Members. CVPA shall have the power to appoint such additional officers and to employ such employees and assistants as may be appropriate. Unless otherwise specified through a staffing arrangement with CVAG, each and all of said officers, employees and assistants shall serve at the pleasure of CVPA and shall perform such duties and shall have such powers as CVPA may, from time to time, determine. Any officer may resign at any time by giving written notice to the secretary. Any such resignation shall be effective upon receipt of such notice or at any later time specified in the notice. Officers shall assume the duties of their offices immediately after their appointment and shall hold office until their successors are appointed, except in the case of their removal or resignation. Vacancies of officers shall be filled by appointment of the Board and such appointee shall hold office until the appointment of his or her successor.

3.10 Minutes. The secretary of CVPA shall cause to be kept minutes of regular, adjourned regular and special meetings of the Board. The secretary shall cause a copy of all minutes, along with copies of all ordinances and resolutions, to be forwarded to each of the Parties hereto.

3.11 Rules. The Board may adopt rules or bylaws governing meetings if not inconsistent or in conflict with this Agreement.

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- 3.12 Powers and Functions of the Board. The Board shall exercise general governance and oversight over the business and activities of CVPA, consistent with this Agreement and applicable law. Board approval shall be required for any of the following actions:
- 3.12.1 The issuance of bonds or any other financing even if program revenues are expected to pay for such financing.
 - 3.12.2 The appointment or termination of the Executive Officer.
 - 3.12.3 The appointment or removal of officers.
 - 3.12.4 Any decision to provide retirement or post-retirement benefits that are defined benefit programs, subject to the requirements of section 5.3.4, below.
 - 3.12.5 The adoption of the Annual Budget or resolution.
 - 3.12.6 The adoption of an ordinance.
 - 3.12.7 The approval of agreements, except as delegated by the Board pursuant to an adopted ordinance or resolution, policy, rule, motion or similar enactment.
 - 3.12.8 The initiation or resolution of claims and litigation where CVPA will be the defendant, plaintiff, petitioner, respondent, cross complainant or cross petitioner, or intervenor; provided, however, that: (1) the Executive Officer or General Counsel, on behalf of CVPA, may intervene in, become a party to, or file comments with respect to any proceeding pending at the California Public Utilities Commission, the Federal Energy Regulatory Commission, or any other administrative agency, without approval of the Board as long as such action is consistent with any adopted Board policies; and (2) the Board may delegate authority to reject or settle claims or potential litigation in accordance with appropriate thresholds under an adopted ordinance, policy, rule, motion or similar enactment.
 - 3.12.9 The setting or authorization of rates for any power sold by CVPA and the setting or authorization of any rates, fees, or charges for any other category of service provided by CVPA.
 - 3.12.10 Termination of Board-approved CVPA programs or services.
- 3.13 CVAG's Participation. CVAG shall provide, under contract with CVPA, administrative services required by CVPA during the first five (5) years of the implementation of CVPA; and thereafter as the administrative services contract may be renewed from time to time by CVPA, and shall

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exercise such other powers and duties as the Board deems necessary to achieve the purposes of this Agreement. During any such term, CVAG's Executive Director may serve as the secretary of CVPA.

- 3.14 Executive Officer. Except as may be provided pursuant to any administrative services agreement referenced in Section 3.13, the Board of Directors shall have the authority to appoint an Executive Officer for CVPA, who would be responsible for the day-to-day operation and management of CVPA. The Executive Officer may be retained under contract with CVPA, be an employee of CVPA, be an employee of CVAG, or be an employee of one of the Parties, as determined by the Board. If appointed, the Executive Officer shall report directly to the Board and serve as staff to CVPA. Except as otherwise set forth in this Agreement, the Executive Officer may exercise all powers of CVPA, including the power to hire, discipline and terminate employees. Any Executive Officer shall serve at the pleasure of the Board. Notwithstanding the other provisions of this section or this Agreement, the Board may determine alternative arrangements for management of the day-to-day administration and operation of CVPA in lieu of appointment of an Executive Director, including without limitation pursuant to an administrative services agreement pursuant to Section 3.13 or establishing a position with similar powers and duties as a potential Executive Director.
- 3.15 CVPA Staff. Except as may be provided pursuant to any administrative services agreement referenced in Section 3.13, CVPA may contract with CVAG for staff services, retain its own staff, or contract with another entity for staff services. Unless other employment is approved by the Board, the CVPA Executive Officer may utilize CVAG staff as may be necessary to accomplish the purposes of CVPA. CVAG and CVPA will agree on a method of compensation for CVAG's services, which may include without limitation compensation for staff time, as well as office expenses, direct and indirect overheads, utilizing direct billing and other accounting practices that provide for a clear separation and allocation of funds.
- 3.16 Commissions, Boards, and Committees
- 3.16.1 The Board may establish commissions, boards or committees, including but not limited to a standing executive committee of the Board, as the Board deems appropriate, to assist the Board in carrying out its authority and functions under this Agreement and may delegate authority to such commissions, boards or committees as set forth in a Board resolution. Such delegation may be modified, amended or revoked at any time the Board may deem appropriate. Any decision delegated pursuant to this

subsection may be appealed to the Board, as the Board so determines.

3.16.2 The Board may also establish any advisory commissions, boards, and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing CVPA objectives, or other energy programs and the provisions of this Agreement.

3.16.3 If any board, commission or committee formed under this section qualifies as a legislative body pursuant to the Ralph M. Brown Act, such board, commission or committee shall comply with the requirements thereof. The Board may establish rules, regulations, policies, bylaws or procedures to govern any such commissions, boards, or committees, and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

3.17 Member Consent: CVPA Rates, Rules, Regulations and Orders. Each Member on behalf of CVPA or, as applicable, the governing body of its respective jurisdiction, hereby consents to provisions adopted by CVPA or by an individual Member that implements ordinances, policies, rates, rules, regulations and/or orders applicable to electric service within the Coachella Valley or within the jurisdiction of the Member that may differ from the ordinances, rates, rules, regulations and/or orders applicable to electric service in IID's jurisdictional boundary, as authorized by California Water Code Section 22123.

3.18 Treasurer and Auditor. The Treasurer shall function as the combined offices of Treasurer and Auditor pursuant to Government Code Section 6505.6 and shall strictly comply with the statutes related to the duties and responsibilities specified in Section 6505.5 of the Act. The Treasurer for CVPA shall be the depository and have custody of all money of CVPA from whatever source and shall draw all warrants and pay demands against CVPA as approved by the Board. The Treasurer shall cause an independent audit(s) of the finances of CVPA to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 5. The Treasurer shall serve at the pleasure of the Board.

3.19 Administrative Services Provider. The Board may appoint one or more administrative services providers to serve as CVPA's agent for planning,

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implementing, operating and administering CVPA, and any other service or program approved by the Board. The appointed administrative services provider may be one of the Members, or CVAG as provided in Section 3.13. A separate services agreement shall set forth the terms and conditions by which the appointed administrative services provider(s) shall perform or cause to be performed tasks necessary for planning, implementing, operating and administering CVPA and other approved services or programs. Any such services agreement shall set forth the terms and the circumstances under which the services agreement may be terminated by CVPA. This section shall not in any way be construed to limit the discretion of CVPA to hire its own employees to administer all or any portion of CVPA activities or any other program.

ARTICLE 4: IMPLEMENTATION ACTION AND CVPA DOCUMENTS

- 4.1 Participation in CVPA. To be eligible to participate in CVPA, each Party's governing body must approve a resolution or motion authorizing the execution of this Agreement and appointing a Director and Alternate. New members must be approved by the Board in accordance with this Agreement.
- 4.2 CVPA Documents. The Parties acknowledge and agree that the affairs of CVPA will be implemented through various documents duly adopted by the Board through Board action. The Parties agree to abide by and comply with the terms and conditions of all such documents that may be adopted by the Board, subject to the Parties' right to withdraw from CVPA as described in Article 6.

ARTICLE 5: FINANCIAL PROVISIONS

- 5.1 Fiscal Year. CVPA's fiscal year shall be the contiguous 12 month period commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 5.2 Depository.
 - 5.2.1 All funds of CVPA shall be held in separate accounts in the name of CVPA and not commingled with funds of any Party or any other person or entity.
 - 5.2.2 All funds of CVPA shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of CVPA shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a

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certified public accountant or public accountant to make an annual audit of the accounts and records of CVPA, which shall be conducted in accordance with the requirements of Section 6505 of the Act.

5.2.3 All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.3 Budget and Recovery of Costs.

5.3.1 Budget. The initial budget shall be approved by the Board. The Board may revise the budget from time to time as may be reasonably necessary to address contingencies and unexpected expenses or events. All subsequent budgets of CVPA shall be approved by the Board in accordance with the Operating Rules and Regulations.

5.3.2 Funding of Initial Costs. The Parties acknowledge that the Initial Costs of establishing and implementing the CVPA will require some form of funding either provided by all or some of the Parties or attained in some other manner. If one or more CVPA program or service becomes operational, these Initial Costs paid by such Parties or attained from other sources shall be included in, or proportionately allocated to, the program or services as provided by Section 5.3.3 to the extent permitted by law, and respective Parties or other sources shall be reimbursed from the payment of such charges by such program participants or service customers. CVAG shall also be entitled to reimbursement for Initial Costs that are not otherwise paid or reimbursed by CVPA or the Parties. CVPA may establish a reasonable time period over which such costs are recovered and repaid to respective Parties or other sources. In the event that any CVPA program or service does not become operational or does not recover sufficient funds to cover Initial Costs, the respective Parties shall not be entitled to any reimbursement of funded Initial Costs from CVPA or any other Party. If any of the initial Members or other sources assists in funding initial costs, they shall also be entitled to reimbursement or offset pursuant to this section. The Board shall approve the manner of funding and repayment of Initial Costs which may include reasonable interest charges.

5.3.3 CVPA Program or Service Costs. The Parties desire that all costs incurred by CVPA that are directly or indirectly attributable to the

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provision of electric generation, electricity delivery, conservation, efficiency, incentives, financing, or other CVPA services or programs, including but not limited to the establishment and maintenance of various reserves and performance funds and administrative, accounting, legal, consulting, and other similar costs, shall be recovered through any lawful method, which may include without limitation charges to CVPA Members and/or customers receiving such electric services, surcharges applied to electricity rates within Member service areas, development impact fees, or from revenues from grants or other third-party sources, to the extent permitted by law.

The Parties acknowledge none, all or a portion of CVPA funding may be derived by way of one or more surcharges applied to retail customer power rates within respective Member jurisdictions and the Members desire to apply any such surcharges in a fair, reasonable, and equitable manner in collaboration with Imperial Irrigation District and or other applicable utility provider(s).

- 5.3.4 Employee Retirement and Post-retirement Benefits. Should the Board determine to provide a defined benefit retirement benefit to CVPA employees (such as PERS) or other post-retirement benefits that would be within an Other Post-Retirement Benefits (OPEB) obligation to CVPA employees, prior to providing such benefit(s) to any employee, the Board shall: (1) obtain a third party independent actuarial report on the long term costs of the benefit or benefits; (2) adopt a funding plan for the payment of both current and long-term costs that provides for the payment of all such costs on a current, pay-as-you-go, basis and eliminates any known or reasonably anticipated unfunded liability associated with the benefit(s); and (3) notice all Member agencies of the pending consideration of the benefit(s) together with the actuarial report and funding plan, for at least sixty (60) days and obtain the consent, by resolution, of not less than 75 percent of the then current Member's governing bodies

ARTICLE 6: WITHDRAWAL AND TERMINATION

6.1 Withdrawal.

- 6.1.1 Right to Withdraw. A Party may withdraw its participation in CVPA, effective as of the beginning of CVPA's next fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to CVPA and each Party. Withdrawal of a Party shall require an affirmative vote of the Party's governing board.

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6.1.2 Right to Withdraw After Amendment. Notwithstanding Section 6.1.1, a Party may withdraw its membership in CVPA following an amendment to this Agreement adopted by the Board which the Party's Director voted against, provided such notice is given in writing within thirty (30) days following the date of the vote. Withdrawal of a Party shall require an affirmative vote of the Party's governing board and shall not be subject to the six-month advance notice provided in Section 6.1.1. In the event of such withdrawal, the Party shall be subject to the provisions of Section 6.3.

6.1.3 The Right to Withdraw Prior to Start of any Program. If CVPA has not established any service or program and or a Party wanting to withdraw its membership in CVPA is not participating in any CVPA service or program, such Party may immediately withdraw its membership in CVPA without any further financial obligation, as long as the Party provides written notice of its intent to withdraw no less than thirty (30) days prior to such Party's requested withdrawal date. Any withdrawing Party shall not be entitled to any return of funds it may have provided to CVPA, provided, however, that if, after a service or program is initiated, there are unobligated and unused funds, the withdrawing Member may be refunded its pro rata share of the unobligated and unused funds as determined in the sole discretion of the Board.

6.1.4 Continuing Financial Obligation; Further Assurances. Except as provided by Section 6.1.3, a Party that withdraws its participation in CVPA may be subject to certain continuing financial obligations, as described in Section 6.3. Each withdrawing Party and CVPA shall execute and deliver all further instruments and documents, and take any further action(s) that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from participation in CVPA.

6.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement, or any other agreement relating to the Party's participation in any CVPA service or program, upon a vote of the Board as provided in Section 3.8.3. Prior to any vote to terminate a Party under this Agreement, written notice of the proposed termination and the reason(s) for such termination shall be delivered in writing to the Party whose termination is proposed at least thirty (30) days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or other agreement(s) that the Party has allegedly violated. The Party subject to possible termination shall have

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the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a Board vote regarding termination. A Party that has had its participation in CVPA terminated may be subject to certain continuing liabilities, as described in Section 6.3.

- 6.3 Continuing Financial Obligations; Refund. Except as provided by Section 6.1.3, upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, losses, expenses, costs, or other financial obligations arising from such Party's membership or participation in CVPA or any CVPA service or program through the effective date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any new financial obligations arising after the date of the Party's withdrawal or involuntary termination. Claims, demands, damages, losses, expenses, costs, or other financial obligations for which a withdrawing or terminated Party may remain liable include, but are not limited to, costs and expenses incurred by CVPA to provide an actual or anticipated service or program to the Party or its customers, losses arising from the resale of power contracted for by CVPA to serve the Party's load, costs (including debt service or other financing costs) related to distribution and/or generation facilities constructed to serve such Party's load, or any unfunded liabilities such as unfunded retirement contributions or costs and any unfunded post-retirement benefits. With respect to such financial obligations, upon notice by a Party that it wishes to withdraw from CVPA, CVPA shall notify the Party of the minimum waiting period under which the Party would be estimated to have no costs for withdrawal if the Party agrees to remain a Member of CVPA for such period. If the Party elects to withdraw before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset actual costs to the remaining Members, and may not include punitive charges that exceed actual costs. In addition, such Party shall also be responsible for any costs or obligations associated with the Party's participation in any service or program in accordance with the provisions of any agreements relating to such service or program provided such costs or obligations were incurred prior to the withdrawal of the Party. CVPA may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with CVPA, as reasonably determined by CVPA and approved by a vote of the Board, to cover the Party's financial obligations for the costs described above. Any amount of the Party's funds held on deposit with CVPA above that which is required to pay any existing or ongoing financial obligations shall be returned to the Party. If there is a disagreement related to the charge(s) for exiting, the Parties shall attempt to settle the amount through mediation or other dispute resolution process as authorized by Section 7.1. If the dispute is not

resolved, the Parties may agree to proceed to arbitration, or any party may seek judicial review.

- 6.4 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its participation in CVPA, as described in Section 6.1.
- 6.5 Disposition of Property upon Termination of CVPA. Upon termination of this Agreement, any surplus money or assets in possession of CVPA for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any other agreements or documents, shall be returned to the then-existing Parties in proportion to the contributions made by each and/or the contributions of customers within the then-existing Parties' jurisdictions, as determined by the Board.

ARTICLE 7: MISCELLANEOUS PROVISIONS

- 7.1 Dispute Resolution. The Parties and CVPA shall make reasonable efforts to informally settle all disputes arising out of or in connection with this Agreement. Should such informal efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be mediated in accordance with policies and procedures established by the Board.
- 7.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of CVPA shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. CVPA shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Sections 995, et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, CVPA, or its Directors, officers, or employees
- 7.3 Indemnification of Parties. CVPA shall acquire such insurance coverage as is necessary to protect the interests of CVPA, the Parties, and the public. Subject to the provisions of Section 7.4 and provided that a Party has acted in good faith and in accordance with this Agreement, CVPA shall defend with counsel acceptable to said Party, indemnify and hold such Party free and harmless from any loss, liability or damage incurred or suffered by such Party by reason of litigation arising from or as a result of the conduct, activities, operations, acts, or omissions of CVPA under this Agreement. To the extent CVPA's assets are insufficient to satisfy its obligations under this Section, any Member agency forced to

expend its own funds to satisfy what would otherwise be CVPA's obligations shall be entitled to reimbursement from CVPA.

- 7.4 Limitations on Liability. The Parties acknowledge that Section 895.2 of the California Government Code provides that a Member is jointly and severally liable for the torts of the joint powers agency, but that Sections 895.4 and 895.6 of that Code allow the members of a joint powers agency to contractually agree to indemnity and contribution provisions that allow such liability to be apportioned among the members based on their respective degree of fault giving rise to the liability. The Parties further acknowledge that they have agreed at Section 7.3 above to indemnify and defend those Member agencies against certain losses, liabilities or damages suffered by a Member agency arising from or as a result of the conduct, activities, operations, acts, or omissions of CVPA under this Agreement. Now, therefore, in contemplation of such authority, the Parties agree that, as among themselves, each shall assume that portion of the liability imposed upon CVPA or any of its Members, officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring during the performance of this Agreement that is not covered by insurance, that is determined by CVPA to be that Member's proportionate share accruing during the Member's period of participation in CVPA. Said determination shall be by three-fourths vote of the Board, meaning an affirmative vote of three-fourths of the total number of Directors or a Weighted Vote of 75% of the total Weighted Voting Share of all the Members. The Members acknowledge that, given the possible variables, determination of a proper apportionment may be difficult. Therefore, subject only to informal dispute resolution set out at Section 6.1, the Members agree that the Board's good faith determination of a fair apportionment shall be final, binding and enforceable as a term of this Agreement. Each Member shall to the extent provided herein indemnify and hold harmless the other Members for any loss, costs or expenses that may be imposed on such other Members solely by virtue of Section 895.2.
- 7.5 Amendment of this Agreement. This Agreement may not be amended except by a written amendment approved by a vote of the Board as provided in Section 3.8.3. CVPA shall provide written notice to all Parties of amendments to this Agreement, at least 30 days prior to the date upon which the Board will first consider approval of such amendments. Exhibits A through E of this Agreement may be revised from time to time by Board vote and copies of such revised exhibits shall be distributed to all Parties.
- 7.6 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of

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this Section 7.6 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. This Section 7.6 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to CVPA, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of CVPA or the Parties under this Agreement.

- 7.7 Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- 7.8 Further Assurances. Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 7.9 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 7.10 Parties to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of CVPA or Party, as the case may be, or such other person designated in writing by CVPA or Party. Notices given to one Party shall be copied to all other Parties. Notices given to CVPA shall be copied to all Parties.
- 7.11 No Third-Party Beneficiaries. This Agreement shall reflect the Parties' rights and obligations as by and among themselves. Nothing herein shall

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create any right in any third party to enforce any right or obligation set out in this Agreement as against any Party hereto.

7.12 Integration. This Agreement constitutes the full and complete Agreement of the Parties.

7.13 Limited Waiver of Sovereign Immunity; Venue. Except as hereinafter provided in this paragraph, nothing in this Agreement shall be deemed to be a waiver of the sovereign immunity by the Augustine Band of Cahuilla Indians, Cabazon Band of Cahuilla Indians, Torres Martinez Desert Cahuilla Indians, and Twenty-Nine Palms Band of Mission Indians (each a "Tribe") from suit, which immunity is expressly asserted; provided, however, that each Tribe agrees to and hereby does unequivocally waive its sovereign immunity for the limited and sole purpose of permitting enforcement of any right or obligation arising under this Agreement, which may include but not be limited to claims or causes of action for declaratory relief, injunctive relief, specific performance, enforcement of indemnity obligations, and/or damages for the breach of the terms and conditions of this Agreement. Each Tribe further acknowledges that the other Parties would not enter into this Agreement if a Tribe could defeat or hinder enforcement against a Tribe of the rights granted to the other Parties and CVPA by claiming sovereign immunity. This limited waiver of sovereign immunity shall apply only to the Parties and CVPA, and shall not operate for the benefit of, nor confer any rights upon, any third parties. The Parties agree that any dispute raised under the provisions of this Agreement shall be resolved pursuant to applicable California law; provided however, that any dispute raised under the provisions of this limited waiver of sovereign immunity shall be resolved first pursuant to applicable federal law, and if no federal law applies, pursuant to the applicable laws of the State of California. The waiver granted herein is limited to claims made in the United States District Court for the Central District of California, or the Superior Court of the State of California, County of Riverside, and any court having appellate jurisdiction. Each signatory to this Agreement on behalf of a Tribe represents and warrants that the Tribe has taken all actions necessary in accordance with its laws to authorize a limited waiver of sovereign immunity, which may include without limitation the adoption of a resolution authorizing the limited waiver described in this section. Further, each Party irrevocably waives any right it might otherwise seek to have any proceeding determined in any tribal court and agrees that assumption of jurisdiction by any federal or state courts shall not be delayed or curtailed by any doctrine requiring exhaustion of tribal court remedies.

Exhibit A
Definitions

1. “Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)
2. “Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by CVPA with one or more entities that will perform tasks necessary for planning, implementing, operating and/or administering CVPA, or any other energy programs/projects adopted by CVPA.
3. “Agreement” means this Joint Powers Agreement.
4. “Annual Energy Use” has the meaning given in Section 3.8.1.
5. “Board” means the Board of Directors of CVPA.
6. “CVAG” shall mean the Coachella Valley Association of Governments.
7. “CVPA Document(s)” means document(s) duly adopted by the Board by ordinance, resolution or motion implementing the powers, functions, and activities of CVPA, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.
8. “Director” means a member of the Board of Directors appointed by and representing a Party.
9. “Effective Date” means Month Day, Year or when initial members of CVPA execute this Agreement, whichever occurs later, as further described in Section 2.1.
10. “Initial Costs” means all costs incurred by CVPA and or any Parties relating to the establishment and initial operation of CVPA, including without limitation the hiring of an Executive Officer and any administrative staff, and any required planning, consulting, accounting, administrative, technical, or legal services in support of CVPA’s initial activities or in support of the negotiation, preparation, and approval of one or more administrative services agreements.
11. “Operating Rules and Regulations” means one or more sets of rules, regulations, policies, bylaws and procedures governing the operation of CVPA.
12. “Parties,” “Members,” or “Member Agencies” means, collectively, the signatories to this Agreement.
13. “Party”, “Member” or “Member Agency” means a signatory to this Agreement.
14. “Total Annual Energy Use” has the meaning given in Section 3.8.1.

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Exhibit B
List of Proposed Initial Parties

Parties:

Augustine Band of Cahuilla Indians
Cabazon Band of Cahuilla Indians
City of Coachella
Coachella Valley Water District
Torres Martinez Desert Cahuilla Indians
City of Indio
City of Indian Wells
City of La Quinta
Twenty-Nine Palms Band of Mission Indians
City of Palm Desert
County of Riverside
City of Rancho Mirage

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**Exhibit C PRO FORMA
Annual Energy Use**

JPA Members	Annual Energy (MWh)	Annual Energy %
Augustine Band Cahuilla Indians	840	0.04%
Cabazon Band of Cahuilla Indians	5,300	0.24%
City of Coachella	246,096	11.29%
Coachella Valley Water District	54,459	2.50%
Torres Martinez Desert Indians	400	0.02%
City of Indio	776,731	35.64%
City of Indian Wells	4,738	0.22%
City of La Quinta	593,340	27.23%
29 Palms Band of Mission Indians	8,000	0.37%
City of Palm Desert	111,624	5.12%
County of Riverside (w/i IID)	354,589	16.27%
City of Rancho Mirage	23,073	1.06%
TOTALS	2,179,190	100.00%

Estimated energy usage is based on estimated retail electricity sales for calendar year 2022. The energy use by CVWD is based on the most recent contiguous 12 months usage. Indian Tribes' usage is based on estimated respective casino facilities electric use. Riverside County estimated usage is based on aggregating the usage of Indio Hills, Thousand Palms, Bermuda Dunes, Chiriaco Summit, Thermal, Mecca, and North Shore.

Exhibit D PRO FORMA VOTING SHARES

CVPA SAMPLE MEMBERSHIP AND VOTE TABLE						
ALL CVPA MEMBERS AVAILABLE AND PRESENT AT MEETING						
Summary of Vote Shares Present						
% Wt. to Headcount:	0.00%	(0 - 100 %)				
% Wt. to Annual MWh:	100.00%	(Energy Wt. Share: = 1 - Headcount Share)				
DISPLAY OF CVPA MEMBERS PRESENT AND RESPECTIVE ENERGY AND HEADCOUNT SHARES						
JPA Members Present at Meeting	Annual Energy (MWh)	Energy Present %	Headcount % Present	Wtd. Energy Present %	Wtd. Headcount Present %	Total Wtd Vote Present %
Augustine Band Cahuilla Indians	840	0.04%	8.33%	0.04%	0.00%	0.04%
Cabazon Band of Cahuilla Indians	5,300	0.24%	8.33%	0.24%	0.00%	0.24%
City of Coachella	246,096	11.29%	8.33%	11.29%	0.00%	11.29%
Coachella Valley Water District	54,459	2.50%	8.33%	2.50%	0.00%	2.50%
Torres Martinez Desert Indians	400	0.02%	8.33%	0.02%	0.00%	0.02%
City of Indio	776,731	35.64%	8.33%	35.64%	0.00%	35.64%
City of Indian Wells	4,738	0.22%	8.33%	0.22%	0.00%	0.22%
City of La Quinta	593,340	27.23%	8.33%	27.23%	0.00%	27.23%
29 Palms Band of Mission Indians	8,000	0.37%	8.33%	0.37%	0.00%	0.37%
City of Palm Desert	111,624	5.12%	8.33%	5.12%	0.00%	5.12%
County of Riverside (w/i IID)	354,589	16.27%	8.33%	16.27%	0.00%	16.27%
City of Rancho Mirage	23,073	1.06%	8.33%	1.06%	0.00%	1.06%
TOTALS	2,179,190	100.00%	100.00%	100.00%	0.00%	100.00%
For quorum, > 50% Total Weighted Vote Shares of Members eligible to vote must be present (including Proxies). In all cases a quorum also requires that at least three (3) Members eligible to vote must be physically present (excluding Proxies).						

Formulas used:

1. PRO RATA VOTE SHARE: $[1 / \text{TOTAL NUMBER OF MEMBERS}]$, EXPRESSED AS A PERCENTAGE TO TWO DECIMAL PLACES. SEE SECTION 3.17.1 (A)
2. ANNUAL ENERGY VOTE SHARE: TOTAL ANNUAL ENERGY USE (EXPRESSED IN MWH) IN THE MEMBER'S JURISDICTION / COMBINED TOTAL ANNUAL ENERGY USE ALL MEMBERS' JURISDICTIONS, EXPRESSED AS A PERCENTAGE TO TWO DECIMAL PLACES. SEE SECTION 3.17.1 (B)
3. WEIGHTED VOTE SHARE: BASED ON MEMBERS' ANNUAL ENERGY USAGE IN RESPECTIVE JURISDICTIONS EXPRESSED AS A PERCENTAGE TO DECIMAL PLACES. SEE SECTION 3.17.1 (C)

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EXHIBIT E
SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives


Signature Page of the City of La Quinta Agreeing To Become a Party to the Coachella Valley Power Authority Joint Powers Agreement

Pursuant to City Council authorization approved on March 18, 2025, and memorialized via Council Resolution No. 2025-007 adopted on April 1, 2025, the City of La Quinta agrees to become a Party to the Coachella Valley Power Authority Joint Powers Agreement dated for reference purposes as of May 1, 2025, pursuant to Section 2.4.1 of the Agreement.

CITY OF LA QUINTA

By: 
Name: JON McMILLEN
Title: City Manager
Date: 4/1/2025

ATTEST:

By: 
Name: MONIKA RADEVA
Title: City Clerk

APPROVED AS TO FORM:

By: 
Name: WILLIAM H. IHRKE
Title: City Attorney

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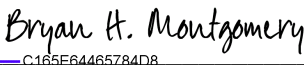
SIGNATURES


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives

Signature Page of the City of Indio Agreeing To Become a Party to the Coachella Valley Power Authority Joint Powers Agreement

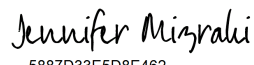
Pursuant to City Council action taken on May 7, 2025, the City of Indio agrees to become a Party to the Coachella Valley Power Authority Joint Powers Agreement dated for reference purposes as of May 1, 2025, pursuant to Section 2.4.1 of the Agreement.

CITY OF INDIO

Signed by:

By: C165E64465784D8
Name: Bryan H. Montgomery
Title: City Manager
Date: 5/27/2025

ATTEST: Signed by:

By: A2D2C34010EF495...
Name: Sabdi Sanchez, MMC
Title: Dir. of City Clerk Services

APPROVED AS TO FORM:

Signed by:

By: 5887D33E5D8E462...
Name: Jennifer Mizrahi
Title: Assistant City Attorney

Coachella Valley Power Agency
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SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives

Signature Page of the County of Riverside To Become a Party to the Coachella Valley Power Authority Joint Powers Agreement

Pursuant to City Council action taken on MAY 06 2025, the County of Riverside agrees to become a Party to the Coachella Valley Power Authority Joint Powers Agreement dated for reference purposes as of May 1, 2025, pursuant to Section 2.4.1 of the Agreement.

County of Riverside

By: 

Name: Jeff Van Wagenen

Title: Chief Executive Officer

Date: 5.22.25

ATTEST:

By: 

Name: KIMBERLY A. RECTOR

Title: Clerk of the Board

APPROVED AS TO FORM:

By: 

Name: Minh Tran

Title: County Counsel

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