

**AMENDMENT TO
CALIFORNIA CITIES GAMING AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT
TO ADMIT THE CITY OF SAN JOSE**

This Amendment (“Amendment”) to the California Cities Gaming Authority Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the City of Gardena, the City of Inglewood, the Town of Colma and the City of San Jose (hereafter “Party” or “Parties”).

RECITALS

A. The California Cities Gaming Authority, a joint powers authority, was established on November 13, 2019 by the execution of a Joint Exercise of Powers Agreement between the City of Gardena and the City of Inglewood and an Amendment to the Agreement with said Cities and the Town of Colma.

B. Section 7.1 of the Joint Exercise of Powers Agreement provides for the admission of additional governmental entities as Members of the Authority upon such terms and conditions provided by the Board with the consent of a two-thirds vote of the Board and by the execution of a written Amendment to the Agreement by all Members of the Authority including the additional Member.

C. The Board of Directors of the California Cities Gaming Authority has consented, by a two-thirds vote, to admit the City of San Jose as a Member to the California Cities Gaming Authority subject to the terms and conditions of this Amendment to the Agreement by the City of San Jose and the Members of the Authority.

D. The City Council of the City of San Jose has voted to become a Member of the California Cities Gaming Authority, a joint powers authority, subject to the terms and conditions of this Amendment and those of the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The recitals herein are true and correct.
2. The Joint Exercise of Powers Agreement of the California Cities Gaming Authority is approved and incorporated herein and made a part hereof.
3. Paragraph 3.10 of the Agreement is amended to read as follows:

The Directors shall appoint the following officers from among its Members: Chairperson, Vice Chairperson and Secretary. The Treasurer of the Authority shall be the Treasurer of a Member of the Authority, an offer or employee of a Member or the Authority, or a

certified public accountant, as determined by the Board, for the term and on the conditions provided herein. The Treasurer shall also serve as the Auditor. The Board shall have the power to appoint such additional officers as it deems necessary or desirable. All checks drawn on the Authority's accounts shall be signed by the Chairperson or the Vice Chairperson and by the Treasurer.

4. The City of Gardena, the City of Inglewood and the Town of Colma hereby agree to admit the City of San Jose as a Member to the California Cities Gaming Authority and to be bound by the terms and conditions of this Amendment to the Agreement and the Agreement.

5. The City of San Jose hereby agrees to be admitted as a Member of the California Cities Gaming Authority and to be bound by the terms and conditions of this Amendment to the Agreement and the terms and conditions of the Agreement as though it had duly executed the Agreement. The City of San Jose further agrees that:

- (a) It will participate actively in the governance of the Authority and it acknowledges that the Authority shall be governed by a Board of Directors.
- (b) It will designate one of its council members to serve as a Regular Director of the Board of Directors of the Authority who agrees to attend its meetings.
- (c) It will designate another of its council members to serve as an Alternate Director of the Board of Directors who agrees to attend its meetings, in the absence of its Regular Member.
- (d) It will pay its pro-rata share of the annual contribution set forth in Paragraph 4.1 of the Agreement in the amount of \$30,000 to the Authority in the manner set forth in Paragraph 4.2 of the Agreement.

6. Each party hereto enters into this Amendment on the date its Presiding Officer signs it; and this Amendment to the Agreement shall be effective on the date that it is signed by the last Presiding Officer of a party to sign it. Each party hereto understands and agrees that this Amendment effectively modifies the Agreement in that the City of San Jose is hereby added as a Member to the Authority with a seat on the Board of Directors of the Authority, Paragraph 3.10 of the Agreement is modified as set forth in Paragraph 3 hereof, and the City of San Jose is deemed to have signed the Agreement.

7. Each party may sign this Amendment on a separate page and each such signature page shall constitute the whole hereof.

CITY OF GARDENA

CITY OF INGLEWOOD

By: _____

By: _____

Its Mayor

Its Mayor

Date: _____

Date: _____

Attest: City Clerk

Attest: City Clerk

By: _____

By: _____

Approved: City Attorney

Approved: City Attorney

By: _____

By: _____

TOWN OF COLMA

TOWN OF COLMA

By: _____

By: _____

Its Mayor

Its Mayor

Date: _____

Date: _____

Attest: City Clerk

Attest: City Clerk

By: _____

By: _____

Approved: City Attorney

Approved: City Attorney

By: _____

By: _____

JOINT EXERCISE OF POWERS AGREEMENT

creating the

CALIFORNIA CITIES GAMING AUTHORITY

("CCGA")

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into on its Effective Date by and among the Cities that approve and execute this Agreement (collectively called the "Parties" or individually called a "Party").

RECITALS

- A. The Parties to this Agreement all have an interest in the successful and orderly operation of the card casinos or card rooms in their respective cities due to the profound economic and social impacts of the card casinos or card rooms on each Party and its residents.
- B. The Parties all have adopted gaming ordinances by which they authorize, license, regulate and tax card casinos or card rooms within their respective jurisdictions.
- C. The Parties all have an interest in promoting and protecting the operation of card casinos or card rooms in their respective jurisdictions as well as in the gaming industry.
- D. The Parties all have inherent powers to act for the benefit of the health and general welfare of their residents and businesses.
- E. The exercise of these powers can achieve the most beneficial and extensive outcomes for the Parties and their respective residents and businesses through the formation and operation of a joint exercise of powers authority.
- F. Each of the Parties is authorized to contract with each other for the joint exercise of these common powers under Article I, Chapter 5, Division 7, Title I, commencing with Section 6500 of the Government Code of the State of California.

COVENANTS

The Parties agree as follows:

I.

DEFINITIONS

1.1 For the purpose of this Agreement, the following words shall have the following meanings:

- (a) "Agreement" means this joint exercise of powers agreement.
- (b) "Authority" or "California Cities Gaming Authority" or "CCGA" means the joint exercise of powers authority created by this Agreement.
- (c) "Card Casino" or "Card Room" mean those facilities in which card games are authorized to be played by each respective Member in its city and by the California Gambling Control Commission.
- (d) "Effective Date" means the date upon which this Agreement is approved and executed by any two municipalities or local entities. "Effective Date" also means the date upon which this Agreement is approved and executed by any additional municipality or local entity through an Addendum to this Agreement. "Effective Date" further means the date upon which an Amendment to this Agreement is approved and executed by the then Parties to the Authority.
- (e) "Fiscal Year" means July 1 through June 30 or such other period as the Board of Directors shall establish.
- (f) "Gaming" means gambling activities that historically have been authorized by local government; gambling activities which become permitted under state law at, arising from or related to a location where gambling activities have been authorized by local government, or gambling activities that state law permits a license to conduct where the licensee previously has conducted gambling activities under a license issued by a local government.
- (g) "Original Members" means the cities of Gardena and Inglewood.
- (h) "Party" or "Member" mean each entity that becomes a signatory to this Agreement directly or through an Addendum to this Agreement.

1.2 Rules of Construction

- (a) Unless the context clearly requires otherwise:
 - (i) The plural and singular forms include the other;
 - (ii) "Shall," "will," "must," and "agrees" are each mandatory;
 - (iii) "may" is permissive;
 - (iv) "or" is not exclusive;
 - (v) "includes" and "including" are not limiting; and
 - (vi) "between" includes the ends of the identified range.
- (b) The masculine gender shall include the feminine and neuter genders and vice versa.
- (c) Except as specifically provided herein, reference to any law, statute, ordinance, regulation or the like means such law as and when adopted, amended, modified, codified or reenacted, in whole or in part and in effect from time to time, including any ordinance, rule or regulation promulgated thereunder.

II.

JOINT POWERS AND PURPOSES

- 2.1 **Powers Related to Gaming.** Each Member has in common the powers to contract, legislate, license, regulate and tax gaming including card casinos or card rooms in its jurisdiction. The purpose of this Agreement is to jointly exercise any or all of these common powers and such additional powers as may be authorized by law, now or in the future, as appropriate, to establish, enhance, preserve and promote gaming in each Member's jurisdiction, and throughout the state, in order to generate economic development, employment, municipal revenues and other benefits that each Member derives or may derive from gaming for itself and its residents.
- 2.2 **Power to Lobby.** Each Member also has the power to lobby the California Legislature and the Congress about legislation that affects or relates to gaming within its jurisdiction and throughout the state and to lobby state and federal

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governmental agencies and regulatory bodies such as the California Gambling Control Commission, the Department of Justice, the Bureau of Gaming Control, the Department of Consumer Affairs and the Bureau of Indian Affairs regarding approvals, licensing, regulations and other activities that affect or relate to gaming within each Member's jurisdiction and throughout the state. Thus, the purpose of this Agreement is to also jointly exercise the power to lobby state and federal governmental entities and officials in order to establish, enhance, preserve and promote gaming in each Member's jurisdiction and throughout the state and to protect gaming from threats and activities inimical to gaming.

2.3 **General Powers.** The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary or desirable to accomplish its purposes, including the following:

- (a) To make and enter into contracts including an Addendum to this Agreement to admit new Members;
- (b) To incur debts, liabilities or other obligations which are not debts, liabilities or obligations of any Member;
- (c) To employ agents and employees;
- (d) To acquire, construct, manage, maintain and operate any building, works or improvements;
- (e) To acquire, hold, lease or dispose of property, personal or real;
- (f) To sue or be sued in its own name; and
- (g) To exercise all powers necessary or desirable to carry out the purposes of the Authority as set forth in this Agreement, or in any Addendum or Amendment to this Agreement, or in any ordinance or resolution adopted by the Board of Directors.

2.4 **Compliance with State Law.** The Authority shall comply with the laws of the State of California including the Ralph Brown Act.

2.5 **Board of Directors.** All of the powers of the Authority shall be exercised by a Board of Directors. On an annual basis, at its first meeting of each fiscal year or as otherwise directed by the Board or soon thereafter, the Board shall:

- (a) Organize the Board of Directors;

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("CCGA")**

- (b) Adopt a plan of projects and activities for the ensuing year;
 - (c) Adopt a budget for the CCGA for the ensuing fiscal year; and
 - (d) Establish an annual appropriations limit for the CCGA.
- 2.6 **Officials.** The Authority shall operate through an executive director and a general counsel whom the Board of Directors shall appoint. The Board may contract for such officials.
- 2.7 **Consultants.** The Board may hire consultants as may be necessary or desirable to achieve the purposes of this Agreement including the projects and activities of the Authority.
- 2.8 **Rules.** The Board may adopt, by ordinance or resolution, such rules and regulations for the conduct of its affairs as it deems desirable or necessary.
- 2.9 **Code of Conduct.** The Board shall adopt a code of conduct that shall regulate the conduct of its Directors, Officials, Employees, Consultants and Agents including the grounds for removal of Directors whether Regular or Alternate.

III.

ORGANIZATION

- 3.1 **Creation.** There hereby is created a public entity separate from its Members, which is named the "California Cities Gaming Authority" ("CCGA"). The CCGA is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 commencing with Section 6500, of the Government Code of the State of California. The Authority shall continue in existence unless and until it is dissolved as set forth in Article VIII hereof.
- 3.2 **Membership.** The Members of the Authority shall be the Original Parties to this Agreement and any new Member that executes an Addendum to this Agreement by which the new Member agrees to the provisions of this Agreement and by which the then existing Parties agree to admit the new Member, and which have not withdrawn from the Authority pursuant to the provisions of Article IX hereof.
- 3.3 **Member Names.** The names, type of entity, and addresses of the Members shall be those set forth in this Agreement and in any Addendum or Amendment hereto.

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("CCGA")

- 3.4 **Board of Directors.** The Authority shall be governed by a Board of Directors ("Board") comprised of one member of the Legislative Body of each Member.
- 3.5 **Appointment of Directors.** Within thirty (30) days after the Effective Date of this Agreement as to the Original Members or the Effective Date of an Addendum as to a new Member, each Member shall appoint by resolution of its Legislative Body, one of its members to serve as Director of the Board ("Regular Director") and one of its other members ("Alternate Director") to serve in the absence of the Regular Director. Each Member shall transmit the resolution by which it has appointed a Regular Director and an Alternate Director to the Authority. Each Regular Director shall hold office from the first meeting of the Board after his or her appointment until a qualified successor is appointed. Each Director shall serve at the pleasure of the Legislative Body of the Member making the appointment and any Director may be removed at any time by the same Legislative Body.
- 3.6 **Voting.** Each Member shall vote on each and every agenda item or other matter before the Board. Each Member shall have one vote on each agenda item or other matter before the Board even where a Member's Regular Director and Alternate Director both attend the same meeting. A vote of a majority of the Board shall be necessary to transact the business of the Authority. Where a Director abstains from voting on an agenda item or other matter before the Board, such abstention shall constitute a "yes" vote on the item or matter before the Board to which the Director abstained except when a Director abstains on approving the minutes of a meeting of the Board that the Director did not attend.
- 3.7 **Principal Office.** The principal office of the Authority shall be established by resolution of the Board.
- 3.8 **Meetings.** The Board shall hold one regular meeting each month unless directed otherwise by a resolution of the Board. The Board shall meet at each Member's City Hall and rotate the meeting place among the several City Halls, or at such other places as designated by resolution of the Board. The Board shall adopt an annual schedule of its regular meetings by resolution of the Board. The first regular meeting of the Board shall be held within thirty (30) days from the Effective Date of this Agreement. In addition, special meetings of the Board may be called by the Chairperson or by a majority of the Regular Directors by delivering written notice to each Director in the manner set forth in the Brown Act (Government Code Section 54956). All meetings of the Board may be adjourned to a time and place certain by a majority of the Directors present at the meeting at the time of the order of adjournment.

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- 3.9 **Quorum**. In order to transact business and conduct the affairs of the Board, a quorum of its Members shall be in attendance; and a quorum of its Members means the presence of a majority of the Members.
- 3.10 **Officers**. The Directors of the Board shall appoint the following officers from among its members: Chairperson, Vice Chairperson and Secretary. The Treasurer of the Authority shall be the Treasurer of the City of Gardena, the Treasurer of the City of Inglewood, an officer or employee of the Authority, or a certified public accountant, as determined by the Board, for the term and on the conditions provided herein. The Treasurer shall also serve as the Auditor. The Board shall have the power to appoint such additional officers as it deems necessary or desirable. All checks drawn on the Authority's accounts shall be signed by the Chairperson or the Vice Chairperson, and by the Treasurer.
- 3.11 **Terms**. The Chairperson, Vice Chairperson and Secretary shall hold office for a period of one fiscal year commencing July 1 and ending on June 30; provided that any Director so appointed may continue to hold said Office for successive terms at the discretion of the Board and, provided further, that any such Director shall continue to hold said Office until replaced by another Director. However, the Chairperson, Vice Chairperson and Secretary appointed in the first year of the Authority shall hold office during the fiscal year in which the appointment is made and continue through the subsequent fiscal year ending on June 30.
- 3.12 **Qualifications**. In order to be qualified to serve as a Director and Officer of the Board, a Director shall be a validly-serving member of a Member's legislative body and shall have been appointed as a Director to the Authority by a resolution of a Member's legislative body. A Member's legislative body shall be the sole judge of its Member's qualifications to serve as a Director of the Authority.
- 3.13 **Duties of Officers**. The duties of the Officers of the Authority are described below:
- (a) **Chairperson**. The Chairperson shall have the power to preside over the meetings of the Authority that includes the discretion to change the order of discussion of agenda items or matter before the Board, determine the order and time of debate on agenda items or matters before the Board, call for a vote on agenda items or other matters, and to make any motion. The Chairperson shall sign all contracts, ordinances, resolutions, and orders of the Board, which signature shall be required to validate such official documents and actions of the Authority. The Chairperson shall also perform such duties imposed or required by law and those duties designated by the Board.

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- (b) **Vice Chairperson.** The Vice Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson. However, the Chairperson shall not assume the duty of signing documents for the Authority unless the Chairperson is unavailable for a period longer than seven (7) days.
- (c) **Secretary.** The Secretary shall cause minutes of all Board meetings to be kept and provide copies thereof to all of the Directors once approved within fourteen (14) days following each Board meeting; provided that minutes shall not be taken of any closed session. The Secretary may delegate the duty of preparing such minutes. The Secretary shall also attest to the signature of the Chairperson and Vice Chairperson on all official documents of the Authority. The Secretary shall also perform such other duties as may be assigned by the Board.

3.14 Treasurer. The Treasurer shall do all of the following:

- (a) Receive and receipt for all money of the Authority and place it in the treasury so designated to the credit of the Authority by the Board.
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all Authority money so held by him or her.
- (c) Pay, when due, out of the money of the Authority held by him or her, all sums payable on outstanding bonds and coupons of the Authority.
- (d) Pay any other sums due from the Authority money, or any portion thereof, only upon warrants of the Treasurer.
- (e) 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 this Agreement, the amount of money he or she holds for the Authority, the amount of receipts since his or her last report, and the amount paid out since his or her last report. Alternatively, the Board may require the Treasurer to verify and report such information each month.
- (f) Be bonded; and the amount of his or her bond shall be designated and fixed in the budget for each fiscal year pursuant to Government Code Section 6505.1 by the Board.

3.15 Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workman's compensation, and other benefits which apply to the activity of officers,

agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code.

- 3.16 **Government Claims Act.** For purposes of any claim that may be made or any action that may be instituted against any Director, Officer or Official of the Authority, such person shall be considered an "employees" of the Authority pursuant to the Government Claims Act under Division 3.6, Title 1 of Government Code commencing at Section 810.
- 3.17 **Indemnification.** Each and every Director, Officer, Official and employee of the Authority shall be provided a defense pursuant to Part 7, Division 3., Title 1 of the California Government Code commencing with Section 995.

IV.

FINANCING

- 4.1 **Annual Contribution.** The Authority shall be financed by an annual contribution from the Members in an amount that is not less than \$210,000 per fiscal year, which amount shall be used to pay the operating expenses of the Authority. The Board of Directors may increase the amount of the required annual contribution set forth above provided that the annual contribution shall not exceed \$420,000 unless and until the legislative body of each Member authorizes a higher annual contribution. Upon becoming a Party to this Agreement, each Member shall be obligated to pay a pro-rata share of the then established annual contribution provided that no Member shall be obligated to pay more than \$30,000 per fiscal year as its pro-rata portion of the annual contribution unless and until the Authority has seven (7) Members.
- 4.2 **Payment of Annual Contribution.** Each Member shall pay a pro-rata share of the annual contribution to the Authority based on the number of Members to this Agreement. The first annual contribution shall be payable within thirty (30) days following the Effective Date of this Agreement provided that the Board may prorate the amount of the annual contribution based on the number of months remaining in the fiscal year in which the Authority shall have been formed. Thereafter, the annual contribution for each fiscal year shall be payable within thirty (30) days of the commencement of fiscal year or July 1, 2020. Each Member shall be invoiced for its pro-rata portion of the annual contribution no later than June 30 of each year.

- 4.3 **Revenues.** The Authority may also be financed by contributions from card casino or card rooms including any card casino or card room licensed by any Member. The Authority may also be financed from fees or taxes imposed on any card casino or card room licensed by any Member or by the Authority. No card casino or card room may become a party to this Agreement, a Member of the Authority or have a vote on the Board.
- 4.4 **Excess Revenue.** Any excess revenue collected from any Member or other source by the Authority shall be applied to reduce the operating expenses of the Authority in the following fiscal year.
- 4.5 **Budget Reserves.** The Board shall determine on an annual basis, prior to the beginning of the fiscal year, a level of reasonable cash reserves to be accumulated by the Authority. This reserve shall be accumulated from revenues collected in excess of all actual expenses of the Authority.

V.

STRICT ACCOUNTABILITY

- 5.1 **Strict Accountability.** The Treasurer shall provide for the strict accountability of all funds of the Authority and report of all receipts and disbursements. The Treasurer shall maintain full books and accounts for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Treasurer shall comply with the requirement of the strict accountability for joint powers authorities in Article 1, Chapter 5, Division 7, Title 1 of the Government Code.
- 5.2 **Audit.** Pursuant to Government Code Section 6505, the Auditor shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority that shall comply with the minimum requirements prescribed by the Controller for special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards; provided that the Board may, by unanimous vote, replace the annual special audit with an audit covering a two-year period. The cost of said audits shall be borne by the Authority. When such an audit is made, a report thereof shall be filed with each Member of the Authority and the County Auditor within 12 months of the end of the fiscal year or years under examination.
- 5.3 **Custodian of Records.** By resolution, the Board shall appoint a custodian of records who will maintain, store and safeguard the Authority's financial and legal documents and produce them upon the Board's request.

VI.

LIABILITIES OF THE AUTHORITY

- 6.1 **Liabilities.** The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members, including ex officio Members. However, a Member separately may contract for, or otherwise assume responsibility for specific debts, liabilities, or obligations of the Authority, and no other Member then shall be liable, therefore.

VII.

ADDITION AND WITHDRAWAL OF MEMBERS

- 7.1 **Admission of Members.** Additional governmental entities may become Members of the Authority upon such terms and conditions as may be provided by the Board with the consent of two-thirds vote of the Board, and evidenced by the execution of a written Amendment to this Agreement by all Members, including the additional Member. The addition of new Members shall not affect any other rights of existing Members without the consent of all affected Members.
- 7.2 **Voluntary Withdrawal.** Any Member may withdraw from the Authority at any time upon giving each of the other Members written notice thirty (30) days prior to the effective date of its desired withdrawal; provided, however, that any withdrawing Member shall be obligated to contribute its pro-rata portion of the annual contribution and its pro-rata share of the liabilities of the Authority for the fiscal year in which it withdraws becomes effective.
- 7.3 **Expulsion of Members.** A majority of the Directors may expel a Member upon a finding that a Member has failed to pay its annual contribution or that a Member, through its legislative body, has taken a position contrary to a position taken by the Board or a position that is inimical to the interests of the Authority.

VIII.

DISSOLUTION

- 8.1 **Term.** The Authority shall continue in existence unless and until dissolved in accordance with the terms of this Article VIII.

- 8.2 **Dissolution.** The Authority shall not be dissolved until all of the current funds of the Authority are applied to the current debts and liabilities of the Authority. The current funds of the Authority shall not include the annual contribution of any subsequent fiscal year even where the invoices for the pro-rata annual contributions have been submitted to the Members.
- 8.3 **Dissolution Vote.** Subject to Section 8.2 above, the Authority may be dissolved by a majority affirmative vote of the Board.
- 8.4 **Disposition of Property Upon Dissolution.** Upon dissolution of the Authority, any surplus funds on hand shall be returned to the then Members in proportion to the annual contributions made. Upon an affirmative vote to dissolve in accordance with Section 8.3 above, the Board shall offer any asset, rights and interests of the Authority for sale to the Members at not less than Fair Market Value. In the event that two or more Members of the Authority wish to purchase any asset, the Member who offers the highest price shall have the right to purchase the asset. If no such sale is consummated within a reasonable period of time, the Board shall then offer the asset, rights and interests for sale to any other third party for good and adequate consideration which shall not be less than Fair Market Value. The net proceeds from any sale shall be distributed among the then Members in proportion to the contributions made.

IX.

MISCELLANEOUS

- 9.1 **Amendments.** This Agreement maybe amended upon written approval of an Amendment or Addendum by all Members. The approval by a Member of an Amendment or Addendum to this Agreement shall not be effective until a certified copy of the resolution of the legislative body of the Member is filed with the Secretary of the Authority, together with a fully executed original of such Amendment.
- 9.2 **Notice.** Any notice required to be given or delivered hereunder shall be delivered via the United States Postal Service.
- 9.3 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.
- 9.4 **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 Members that the remainder of the Agreement shall not be affected thereby.

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("CCGA")

- 9.5 **Initial Notice.** Within thirty (30) days of the Effective Date of this Agreement, the Authority shall cause a notice of the Agreement to be prepared in the manner set forth in Section 6503.5 of the Government Code and filed with the Office of the Secretary of State.
- 9.6 **Additional Notices.** Within thirty (30) days of the Effective Date of any Amendment or Addendum to this Agreement, the Authority shall prepare and file with the Office of the Secretary of State the notice required by Section 6503.5 of the Government Code.

IN WITNESS WHEREOF, the Parties do hereby agree to the full performance of the terms set herein.

CITY OF GARDENA

By: Tasha Cerda
Tasha Cerda
Title: Mayor
Date: _____

ATTEST:

By: Mina Semenza
Mina Semenza
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By: Peter L. Wallin
Peter L. Wallin
Title: City Attorney
Date: 11/6/2019

CITY OF

By: _____
Title: _____
Date: _____

ATTEST:

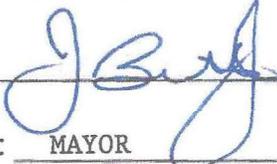
By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set herein.

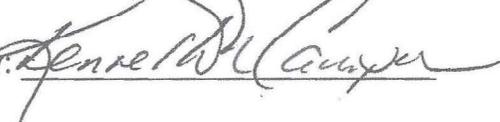
CITY OF INGLEWOOD

By: 
Title: MAYOR
Date: 11-13-19.

ATTEST:

By: 
Title: DEPUTY CITY CLERK
Date: 11/13/19

APPROVED AS TO FORM:

By: 
Title: CITY ATTORNEY
Date: 11/13/19

CITY OF

By: _____
Title: _____
Date: _____

ATTEST:

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: _____
Title: _____
Date: _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6422** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **12th day of November, 2019**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA, MEDINA AND HENDERSON
 AND MAYOR CERDA

NOES: NONE

ABSENT: MAYOR PRO TEM KASKANIAN

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

**AMENDMENT TO
CALIFORNIA CITIES GAMING AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT
TO ADMIT THE TOWN OF COLMA**

This Amendment (“Amendment”) to the California Cities Gaming Authority Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the City of Gardena, the City of Inglewood, and the Town of Colma (hereafter “Party” or “Parties”).

RECITALS

A. The California Cities Gaming Authority, a joint powers authority, was established on November 13, 2019 by the execution of a Joint Exercise of Powers Agreement between the City of Gardena and the City of Inglewood.

B. Section 7.1 of the Joint Exercise of Powers Agreement provides for the admission of additional governmental entities as Members of the Authority upon such terms and conditions provided by the Board with the consent of a two-thirds vote of the Board and by the execution of a written Amendment to the Agreement by all Members of the Authority including the additional Member.

C. The Board of Directors of the California Cities Gaming Authority has consented, by a two-thirds vote, to admit the Town of Colma as a Member to the California Cities Gaming Authority subject to the terms and conditions of this Amendment to the Agreement by the Town of Colma and the Members of the Authority.

D. The City Council of the Town of Colma has voted to become a Member of the California Cities Gaming Authority, a joint powers authority, subject to the terms and conditions of this Amendment and those of the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The recitals herein are true and correct.
2. The Joint Exercise of Powers Agreement of the California Cities Gaming Authority is approved and incorporated herein and made a part hereof.
3. Paragraph 3.10 of the Agreement is amended to read as follows:

The Directors shall appoint the following officers from among its Members: Chairperson, Vice Chairperson and Secretary. The Treasurer of the Authority shall be a Treasurer of a Member of the Authority, an officer or employee of the Authority, or a certified public accountant, as determined by the Board, for the term and on the conditions provided herein. The Treasurer shall also serve as the Auditor except where a certified public accountant

has been designated as the Treasurer. The Board shall have the power to appoint such additional officers as it deems necessary or desirable. All checks drawn on the Authority's accounts shall be signed by the Chairperson or the Vice Chairperson and by the Treasurer.

4. The City of Gardena and the City of Inglewood hereby agree to admit the Town of Colma as a Member to the California Cities Gaming Authority and to be bound by the terms and conditions of this Amendment to the Agreement and the Agreement.

5. The Town of Colma hereby agrees to be admitted as a Member of the California Cities Gaming Authority and to be bound by the terms and conditions of this Amendment to the Agreement and the terms and conditions of the Agreement as though it had duly executed the Agreement. The Town of Colma further agrees that:

- (a) It will participate actively in the governance of the Authority and it acknowledges that the Authority shall be governed by a Board of Directors.
- (b) It will designate one of its council members to serve as a Regular Director of the Board of Directors of the Authority who agrees to attend its meetings.
- (c) It will designate another of its council members to serve as an Alternate Director of the Board of Directors who agrees to attend its meetings, in the absence of its Regular Member.
- (d) It will pay its pro-rata share of the annual contribution set forth in Paragraph 4.1 of the Agreement in the amount of \$30,000 to the Authority in the manner set forth in Paragraph 4.2 of the Agreement.

6. Each party hereto enters into this Amendment on the date its Presiding Officer signs it; and this Amendment to the Agreement shall be effective on the date that it is signed by the last Presiding Officer of a party to sign it. Each party hereto understands and agrees that this Amendment effectively modifies the Agreement in that the Town of Colma is hereby added as a Member to the Authority with a seat on the Board of Directors of the Authority, Paragraph 3.10 of the Agreement is modified as set forth in Paragraph 3 hereof, and the Town of Colma is deemed to have signed the Agreement.

7. Each party may sign this Amendment on a separate page and each such signature page shall constitute the whole hereof.

CITY OF GARDENA

CITY OF INGLEWOOD

By: _____

By: _____

Its Mayor

Its Mayor

Date: _____

Date: _____

Attest: City Clerk

Attest: City Clerk

By: _____

By: _____

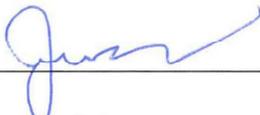
Approved: City Attorney

Approved: City Attorney

By: _____

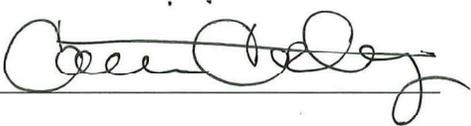
By: _____

TOWN OF COLMA

By:  _____
Its Mayor

Date: 5/18/20

Attest: City Clerk

By:  _____

Approved: City Attorney


By: _____