

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

201



FROM: Economic Development Agency

SUBMITTAL DATE:
September 16, 2010

SUBJECT: Resolution No. 2010-271 A Resolution of the County of Riverside, Adopting the Joint Powers Agreement Creating the Coachella Valley Enterprise Zone Authority

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2010-271;
2. Approve the Joint Powers Agreement for the Coachella Valley Enterprise Zone Authority;
3. Authorize the Chairman to execute the Joint Powers Agreement on behalf of the County;
4. Designate and appoint the following as members of the Coachella Valley Enterprise Zone Authority Executive Committee:
 Governing Member: 4th District Supervisor
 Alternate: 5th District Supervisor; and

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

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|-----------------------|-------------------------------|-----------|-------------------------|---------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$100,000 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2010/11 |

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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|---|---|--------------------------|
| SOURCE OF FUNDS: Desert Communities Project Area Redevelopment Funds | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

BY *Jennifer L. Sargent*

County Executive Office Signature Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
 BY: *Antia C. Willis*
 DATE: *9/16/10*
 Departmental Concurrence

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 08.29.06, Item 3.30; 08.29.06, Item 4.20 | District: 4

Age Number:

3.45

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION: (Continued)

5. Appoint the following as members of the Coachella Valley Enterprise Zone Management Committee:

Member: Assistant County Executive Officer/EDA or designee

Alternate: EDA staff as appointed by the Assistant County Executive Officer/EDA

BACKGROUND: On August 29, 2006, the Board of Supervisors approved Resolution 2006-351 authorizing the submittal of a new Enterprise Zone application. The term of the previous Enterprise Zone designation expired on November 10, 2006. On September 2006, the Coachella Valley Enterprise Zone Authority submitted to the State of California Department of Housing and Community Development an application for a new Enterprise Zone designation. On April 11, 2008, the State of California Housing and Community Development awarded the final designation for the Coachella Valley Enterprise Zone.

The original Coachella Valley Enterprise Zone Authority was created through a Joint Powers Agreement by and between the County of Riverside, the City of Indio, and the City of Coachella (Partners). This JPA administered the Coachella Valley Enterprise Zone. With the new designation, the Partners desire to enter into a new Joint Powers Agreement.

Each Partner of the Joint Powers Agreement has committed to funding the Enterprise Zone \$100,000 annually, for the life of the Coachella Valley Enterprise Zone. The funds for the Enterprise Zone were previously approved and will come from the Desert Communities Project Area Redevelopment Funds and will not impact the County's general fund.

The Joint Powers Agreement requires each party of the Agreement to designate and appoint one member of its governing body to act as the Executive Committee member and one member to act as the alternate to the Executive Committee member. The Joint Powers Agreement also requires each party of the agreement to appoint by their respective governing body, one member and an alternate member to the Management Committee; those members shall be an employee of the governing body.

County Counsel has reviewed the Joint Powers Agreement and Resolution and has approved both as to form. Therefore, Agency staff recommends that the Board of Supervisors adopt Resolution No. 2010-271; approve and execute the Joint Powers Agreement, and designate and appoint the governing member and alternate as members of the Coachella Valley Enterprise Zone Authority Executive Committee, and appoint one member and alternate as members of the Management Committee.

Attachments:

Resolution No. 2010-271
Coachella Valley Enterprise Zone Authority Joint Powers Agreement

**RESOLUTION NO. 2010-271
A RESOLUTION OF THE COUNTY OF RIVERSIDE, ADOPTING THE
JOINT POWERS AGREEMENT CREATING THE COACHELLA VALLEY
ENTERPRISE ZONE AUTHORITY**

WHEREAS, on August 29, 2006, the Board of Supervisors authorized the submittal of an Enterprise Zone application to the State of California Department of Housing and Community Development;

WHEREAS, on November 3, 2006, the State of California Department of Housing and Community Development awarded to the Coachella Valley Enterprise Zone Authority (Authority) a conditional Enterprise Zone designation;

WHEREAS, from December 15, 2006 to April 2008, the Authority fulfilled conditional requirements to the State of California Department of Housing and Community Development;

WHEREAS, on April 11, 2008, the State of California Housing and Community Development approved the final designation of the Coachella Valley Enterprise Zone;

WHEREAS, the County of Riverside, the City of Indio and the City of Coachella entered into a Memorandum of Understanding with the State of California Department of Housing and Community Development documenting the terms and commitments for the fifteen (15) year designated period;

WHEREAS, the County of Riverside, the City of Indio and the City of Coachella desire to enter into a new Joint Powers Agreement;

WHEREAS, a Joint Powers Agreement is required to clarify certain matters concerning the conduct of the Authority's business;

WHEREAS, the Joint Powers Agreement requires each party of the Agreement to designate and appoint one member of its governing body to act as the Executive Committee member and one member to act as the alternate to the Executive Committee member;

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**JOINT POWERS AGREEMENT
CREATING THE
COACHELLA VALLEY ENTERPRISE ZONE AUTHORITY
“CVEZA”**

This Joint Powers AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2010 by and between the COUNTY OF RIVERSIDE, the CITY OF COACHELLA, and the CITY OF INDIO, hereinafter individually and collectively referred to as the “PARTY” or “PARTIES”.

RECITALS

WHEREAS, each of the PARTIES hereto is a public agency and each is authorized and empowered to contract with all the other PARTIES for the joint exercise of power under Article I, Chapter 5, Division 7; Title 1 of the Government Code of the State of California, Sections 6500 et seq. (“Joint Powers Law”);

WHEREAS, the PARTIES hereto are the parties to a certain Joint Powers AGREEMENT creating the Coachella Valley Enterprise Zone Authority (“CVEZA”), dated the 3rd day of April, 1990 and as amended on the 28th day of March, 1995 and the 3rd day of December, 1997;

WHEREAS, the term of the previous Enterprise Zone designation expired on November 10, 2006.

WHEREAS, on November 3, 2006, the State of California Department of Housing and Community Development awarded to the CVEZA a conditional Enterprise Zone designation;

WHEREAS, from December 15, 2006 to April 2008, the CVEZA fulfilled conditional requirements to the State of California Department of Housing and Community Development;

WHEREAS, on April 11, 2008 the State of California Housing and Community Development approved the final designation of the Coachella Valley Enterprise Zone;

WHEREAS, the PARTIES further desire to enter into a new Joint Powers AGREEMENT as hereinafter set forth to revise certain matters concerning the conduct of the CVEZA’s business;

WHEREAS, the PARTIES have determined that there exists a need to stimulate private investment in business and industrial growth in economically depressed areas within the boundaries of the PARTIES;

WHEREAS, the PARTIES have determined that the various economically depressed areas are not only contiguous but share similar community characteristics and should therefore, be treated as a single area known as the Coachella Valley Enterprise Zone;

WHEREAS, the PARTIES have petitioned the State’s Department of Housing and Community Development to designate, pursuant to the Enterprise Zone Act of California Government Code Section 7070 et seq. (“Enterprise Zone Law”), the area as an enterprise zone to be known as the Coachella Valley Enterprise Zone and the area has been so designated;

WHEREAS, the PARTIES have determined that there exists a need to jointly exercise their powers to manage, coordinate, market and administer economic development programs and projects in the Coachella Valley Enterprise Zone;

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the PARTIES hereto do agree as follows:

ARTICLE I

CREATION AND PURPOSE

- 1.1 There is hereby created a public agency known as the "Coachella Valley Enterprise Zone Authority", hereinafter referred to as "CVEZA". The CVEZA is formed by this AGREEMENT pursuant to the Joint Powers Law. It is the intent and agreement of the PARTIES that CVEZA shall be a public agency separate from the PARTIES.
- 1.2 The purpose of this AGREEMENT is to create a separate public agency, the CVEZA, that shall utilize powers common to the PARTIES to manage, coordinate, market, and administer economic development programs and projects in the Coachella Valley Enterprise Zone, formed and established per the Enterprise Zone Law, with boundaries identified in Exhibit A, attached hereto and incorporated by this reference, hereinafter referred to as the "Enterprise Zone". The CVEZA's purposes shall include, but not be limited to, the following:
 - a. Implement a joint marketing program for the Enterprise Zone's designated area;
 - b. Coordinate the development of a needs analysis to arrive at a comprehensive economic development plan and implementation strategy for the Enterprise Zone's designated areas;
 - c. Act as a clearinghouse for small business assistance to aid start-up and business expansion efforts;
 - d. Serve as a one-stop assistance center for various development needs, services, job creation efforts and other economic development incentives;
 - e. Assist coordination and targeting of available federal, state and local funds and development programs;
 - f. Assist development of computerized economic information systems, establishing and/or utilizing data bases necessary for economic growth;
 - g. Coordinate private sector input to financial programs, development programs and other CVEZA projects; and
 - h. Perform such other functions as may be deemed necessary and appropriate to meet the objectives of the Enterprise Zone's designated area.

ARTICLE II

POWERS OF THE CVEZA

- 2.1 The CVEZA shall have the power, in its own name, to do any and all of the following:
- a. To make and enter into contracts, leases and other agreements, including purchasing of insurance, office supplies and equipment;
 - b. To employ agents, employees, consultants, advisors, independent contractors and other staff in accordance with California Government Code Section 6522, Equal Employment Opportunity;
 - c. To sue and be sued in its own name;
 - d. To designate committees to serve at the pleasure of the governing body, and to prescribe the manner in which proceedings of such committees shall be conducted;
 - e. To exercise jointly, the common powers of the PARTIES hereto set forth in Article I, Paragraph 1.2; and
 - f. To carry on technical and other duties of all kinds necessary to further the purposes of the CVEZA.
- 2.2 The CVEZA shall NOT have the power to do any of the following:
- a. Land use and building regulation;
 - b. Except for lease agreements related to office space; to acquire, hold or dispose of real property by negotiations, condemnation or eminent domain proceedings; and
 - c. To issue bonds and certificates of participation.
- 2.3 The CVEZA shall NOT have the power to take any action which substantially affects any PARTY (IES) to this AGREEMENT unless the affected PARTY'S representative(s) on CVEZA's governing body agree(s), in writing, to the proposed action.

ARTICLE III

EFFECTIVE DATE

- 3.1 This AGREEMENT shall become effective as of the date on which the governing bodies of all the PARTIES of this AGREEMENT have executed this AGREEMENT.

ARTICLE IV

GOVERNING BODY – EXECUTIVE COMMITTEE

- 4.1 This AGREEMENT and the CVEZA created hereby shall be administered by the governing body of the CVEZA which shall be known as the "Executive Committee". Except as otherwise provided in this AGREEMENT, all of the power and authority of the CVEZA shall be exercised by the Executive Committee.

- 4.2 Each PARTY hereto shall designate and appoint one representative of its governing body, and an alternate member, each authorized to act as its Executive Committee member. Each member of the Executive Committee shall hold office from the first meeting until his/her successor is selected. Each member of the Executive Committee shall, however, serve at the pleasure of the governing body of the appointing PARTY and may be removed at any time, with or without cause, at the sole discretion of said PARTY's governing body; provided, however, that the member selected by each PARTY shall be a member of the governing body appointing them.
- 4.3 The Executive Committee hereby reserves the power, under Government Code Section 6508, to delegate its functions to a Management Committee, as defined in Section 4.4, created by the Executive Committee for any or all of the purposes of program development, policy formulation, or program implementation.
- 4.4 The Management Committee shall consist of one member and an alternate member appointed by their respective governing body and those members shall be an employee of the governing body and possess technical expertise in the area of economic development. The duties of the Management Committee shall be delegated from the Executive Committee and may include, but not to be limited to the following:
- a. Employing agents, employees, consultants, advisors, independent contractors and staff;
 - b. Designating committees to serve at the pleasure of the Executive Committee, and to prescribe the manner in which proceedings of such committee shall be conducted;
 - c. Exercising jointly the common powers of the PARTIES hereto set forth in Article I, Paragraph 1.2; and
 - d. Investing of surplus funds pursuant to Government Code Section 6509.5.

ARTICLE V

CONDUCT OF MEETINGS

- 5.1 The Executive Committee of the CVEZA shall establish a regular meeting schedule. Special meetings may be called at the request of the Chairperson or by majority vote of the Executive Committee. Notice of all regular and special meetings shall be furnished in writing to each member of the Executive Committee of the CVEZA and to each PARTY to this AGREEMENT in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code, Sections 54954.2 and 54956.
- 5.2 The CVEZA shall cause to be kept the minutes of all Executive Committee meetings. Within one (1) week after any Executive Committee meeting, the CVEZA shall transmit to each of the PARTIES representatives a copy of the minutes and a fully executed copy of any resolution adopted at the past meeting in question. Prior to any Executive Committee meeting, CVEZA shall transmit a copy of the upcoming meeting agenda together with any staff reports, proposed resolutions, and related documentation ("Agenda Packet") to each of the Executive Committee and Management Committee Members not less than seventy two (72) hours prior to the time appointed for the meeting.

For special meetings, CVEZA shall transmit the Agenda Packet not less than twenty four (24) hours prior to the time appointed for the meeting. Every meeting of the Executive Committee shall be opened to the public and shall be held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in the California Government Code, Section 54950 et seq.

- 5.3 Two (2) members of the Executive Committee shall constitute a quorum for the transaction of business unless otherwise stated in this AGREEMENT.
- 5.4 Except as otherwise stated in this AGREEMENT, all actions of the Executive Committee shall be passed upon the affirmative vote of a majority of the members of the Executive Committee. In the event that two (2) members of the Executive Committee are present, but the third member of the Executive Committee and his/her alternate are absent at a meeting, the Management Committee member who represents the PARTY without an Executive Committee member or alternate in attendance shall serve as the third vote at the meeting in question.
- 5.5 The Executive Committee may adopt, from time to time, such rules and regulations for the conduct of its affairs as may be required.
- 5.6 All meetings shall start on time or within fifteen (15) minutes of advertised start time. Lack of quorum will force meetings to be canceled.

ARTICLE VI

OFFICERS

- 6.1 Effective July 1, 2009, the CVEZA's Executive Committee shall initially select from its membership its own officers, including a Chairperson and a Vice Chairperson. Thereafter, the position of Vice Chairperson shall rotate into the Chairperson on July 1st of each year. Each member is intended to have an opportunity to serve as Chair and/or Vice Chair on a rotational basis unless the given member declines. In the event that a PARTY replaces its member of the Executive Committee, the replacement member shall occupy any position as an officer previously held by his/her predecessor.
- 6.2 The Executive Committee shall have the power to appoint such additional officers, and to employ consultants, professionals, and other such individuals as deemed necessary and appropriate.
- 6.3 Each and all of the said officers shall serve at the pleasure of the Executive Committee and shall perform such duties and shall have such powers as the Executive Committee may, from time to time determine.

ARTICLE VII

EXPANSION OF ENTERPRISE ZONE BOUNDARIES

- 7.1 Any proposed expansion of the Enterprise Zone boundaries within the three (3) jurisdictions shall require a unanimous vote by all three (3) CVEZA Executive Committee members prior to processing the proposed expansion.
- 7.2 Any expansion of the Enterprise Zone boundaries outside the jurisdiction of the existing PARTIES to the AGREEMENT shall require approval of each of the PARTIES governing body.
- 7.3 A government agency that is not a signatory to this AGREEMENT but wishes to join the CVEZA upon the completion of an annexation of territory located within the Enterprise Zone may only join the CVEZA upon an affirmative vote by the governing bodies of all PARTIES and subsequent approval by the State.
- 7.4 In the event that a new party becomes a PARTY to this AGREEMENT, the Executive Committee, exclusive of any participation by the new party, shall establish a formula applicable to the new party to establish its contribution, *i.e.*, membership fee payable toward past or present CVEZA expenditures, in accord with the principle that all members of CVEZA should equally share all costs and expenses arising from and relation to the CVEZA's operation.

ARTICLE VIII

FINANCING AND BUDGETING

- 8.1 It is the intent and understanding of the PARTIES to this AGREEMENT that the CVEZA will be financed by mandatory and voluntary contributions from the PARTIES.
- 8.2 Each PARTY shall contribute, as a "mandatory contribution", one hundred thousand dollars (\$100,000.00) per fiscal year. The mandatory contribution shall be used only for those administrative and other matters of general benefit to all PARTIES.
- 8.3 Payments can be made, as each jurisdiction determines, Quarterly, Semi-annually or Yearly. Payment schedules are as follows:
Quarterly: July 1st, October 1st, January 1st and April 1st.
Semi-annually: July 1st and January 1st.
Annually: July 1st.
- 8.4 Each PARTY shall contribute, as a "voluntary contribution," its pro-rata share of any special project budget, as set forth in Article IX, SPECIAL PROJECTS.
- 8.5 Any PARTY may, at any time, make a contribution in cash or "in-kind" which is in excess of its pro-rata share of any voluntary or mandatory contribution, provided, however, that any such excess contribution shall not thereafter be credited against a

mandatory contribution or pro-rata share of any voluntary contribution without the consent of all PARTIES.

- 8.6 A general administrative budget shall be adopted by the Executive Committee. The budget shall be prepared in sufficient detail to constitute an operating outline for the use of mandatory contributions to be made by the PARTIES and covering expenditures to be made during the ensuing year for those administrative and other matters of general benefit to all PARTIES. This budget shall be adopted by the Executive Committee, and is not subject to ratification by the governing bodies of the PARTIES.

ARTICLE IX

SPECIAL PROJECTS

- 9.1 A special project may involve all or less than all PARTIES of the CVEZA, provided that no PARTY shall be involved without the approval of its governing body as set forth in Sections 9.2 and 9.3 below. A separate project budget and written project agreement of the PARTIES shall be established for each special project, which budget and agreement shall determine the respective voluntary contributions obligations, functions, and rights of the members involved and of the CVEZA. The members of the Executive Committee representing the PARTIES who will be involved in financing the project shall be and constitute a "Project Committee," of the CVEZA for purposes of administration and implementation of the special projects.
- 9.2 Each PARTY of the CVEZA expressly possesses and reserves to itself final and absolute discretion to approve or disapprove prior to commitment, any and all expenditures or other financial obligations by the CVEZA which are in excess of the PARTIES total mandatory contribution and which expenditures or obligations are or shall be chargeable as a voluntary contribution against such PARTY.
- 9.3 The vote, assent, or approval of PARTIES in any matter requiring such vote, assent or approval under Section 9.2, above, shall be evidenced by a certified copy of the resolution or minute order of the governing body of such PARTY, filed with the CVEZA.

ARTICLE X

ACCOUNTING

- 10.1 The fiscal year of the CVEZA shall be from July 1 to June 30 of the following year.
- 10.2 Full books and accounts shall be maintained for the CVEZA in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Treasurer of the CVEZA shall strictly comply with the requirements of the statutes governing joint power agencies, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6500.

PARTIES and its respective governing body, officers, agents and employees from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the CVEZA or the activities undertaken pursuant to the AGREEMENT.

ARTICLE XIII

RESCISSION OR TERMINATION

- 13.1 The CVEZA shall continue until this AGREEMENT is rescinded or terminated as herein provided.
- 13.2 This AGREEMENT may be rescinded and the CVEZA terminated by written consent of a majority of the PARTIES evidenced by certified copies of resolutions of their governing bodies.
- 13.3 Upon termination the Authority shall continue to exist for the purposes of disposing all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of CVEZA.
- 13.4 The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the PARTIES in proportion to each PARTY's contributions to the CVEZA.

ARTICLE XIV

ARBITRATION

- 14.1 If a dispute arises as to the construction, interpretation or implementation of any provision of this AGREEMENT, the issues in dispute or matters requiring action may be submitted to mediation and/or binding arbitration, if the PARTIES agree to do so. For such purpose, a mediator and/or arbitrator shall be selected by agreement of the PARTIES.

ARTICLE XV

NOTICES

- 15.1 Notices under this AGREEMENT shall be sufficient if addressed to the principal office of each of the PARTIES hereto and shall be deemed given upon deposit into the U.S. Mail, first class, postage prepaid.

ARTICLE XVI

MISCELLANEOUS

- 16.1 The section headings herein are for convenience only and are not to be construed as modifying or governing language in the section.
- 16.2 This AGREEMENT is made in the State of California under the Constitution and laws of this State and is to be so construed.
- 16.3 This AGREEMENT may be amended, in writing, from time-to-time by unanimous action of the PARTIES.
- 16.4 This AGREEMENT shall be binding upon and shall inure to the benefit of the successors of the PARTIES.
- 16.5 If any one or more of the terms, provisions, promises, covenants or conditions of this AGREEMENT shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this AGREEMENT shall not.
- 16.6 This AGREEMENT supersedes and replaces in its entirety, any previous Joint Powers Agreements creating the Coachella Valley Enterprise Zone Authority "CVEZA", and any and all amendments thereto.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Joint Powers AGREEMENT to be executed by their duly authorized representatives as of the date first above written.

Signed by: _____
Chairman, Board of Supervisors
of Riverside County

FORM APPROVED COUNTY COUNSEL
BY: Anita C. Willis 9-9-10
ANITA C. WILLIS DATE

Signed by: _____
Mayor, City of Coachella

Signed by: _____
City of Indio