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



FROM: John J. Benoit

June 2, 2015

SUBJECT: Memorandum of Understanding for the East Valley Coalition, District 4, [\$20,000]

RECOMMENDED MOTION: That the Board of Supervisors approve and execute the attached Memorandum of Understanding by and between the County of Riverside and the cities of Indio and La Quinta for the East Valley Coalition.

BACKGROUND:

Summary

The formation of the East Valley Coalition (EVC) has been proposed to continue the joint economic development efforts of entities involved in the Coachella Valley Enterprise Zone Authority (CVEZA) subsequent to the elimination of Enterprise Zones by the State. For 22 years, CVEZA acted as a joint powers authority that brought together and focused the common economic development efforts of its members; Riverside County and the cities of Coachella and Indio.

(Continued)

John J. Benoit Fourth District Supervisor

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------|----------------------|---------------------|---------------|----------------|--------------------------------------|
| COST | \$ | \$ 10,000 | \$ 20,000 | \$ | Concept D. Believ M |
| NET COUNTY COST | \$ | \$ | \$ | \$ | Consent □ Policy ⊠ |
| SOURCE OF FUN | DS: Coachella \ | /alley Enterprise Z | one Authority | Budget Adjust | tment: |
| funds 100% | | | | For Fiscal Yea | r: |

MINUTES OF THE BOARD OF SUPERVISORS

| Prev. Agn. Ref.: District: 4th | Agenda Number: |
|--------------------------------|----------------|

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

FORM 11: Memorandum of Understanding for the East Valley Coalition, District 4, [\$10,000]

DATE: June 2, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

Two of the existing entities, the County and the City of Indio as well as the City of La Quinta, are now proposing to continue the close working relationship developed at CVEZA under this new Memorandum of Understanding (MOU). The attached proposal outlines a plan to utilize an existing east county Economic Development Specialist from our Economic Development Agency (EDA), as part of Riverside County's in-kind contribution to this effort. County EDA is in full support of this approach. Approval of the attached MOU is pending before all involved entities at this time. All EVC members, including the County of Riverside, herewith also agree to an annual \$10,000 contribution to fund administrative and other costs incurred in this effort, for a minimum of two years starting in 2015/16. The county's portion of the mandatory contribution under this MOU would come from CVEZA funds and will not impact the County's General Fund.

MEMORANDUM OF UNDERSTANDING FOR THE EAST VALLEY COALITION

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of ______, 2015 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and the cities of INDIO AND LA QUINTA ("Cities"), hereinafter individually and collectively referred to as the "PARTY" or the "PARTIES."

RECITALS

WHEREAS, the PARTIES have determined that there exists a need to stimulate economic development growth in areas within the boundaries of the PARTIES;

WHEREAS, the PARTIES have determined that there exists a desire to jointly manage, coordinate, market and administer economic development programs and projects in the eastern Coachella Valley;

WHEREAS, the PARTIES desire to enter into an MOU as hereinafter set forth for matters concerning the conduct of economic development activities; and

WHEREAS, the PARTIES have the common power to undertake economic development activities and the power to enter into this agreement.

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

SECTION I

PURPOSE AND GOALS

- 1.1 In undertaking the economic development activities set forth in this MOU, the PARTIES agree to jointly conduct such activities under the moniker of the "East Valley Coalition," hereinafter referred to as the "EVC."
- 1.2 The purpose of this MOU is to formalize the partnership and understanding between the PARTIES and set forth the terms by which the PARTIES will manage, coordinate, market, and administer economic development activities, programs and projects in the eastern portion of the Coachella Valley within the boundaries of PARTIES. The PARTIES agree that the purpose for conducting the activities as a coordinated group (i.e. EVC) shall include, but are not limited to the following:
 - a. Implementing a regional marketing program for areas that comprise the EVC;
 - b. Acting as a resource and business center to aid start-up and business expansion efforts, provide financial assistance information, job creation efforts, and other economic development incentives;
 - c. Assisting coordination and targeting of available federal, state and local funds and development programs;
 - d. Assisting development of computerized economic information systems, establishing and/or utilizing data bases necessary for economic growth; and

- e. Performing such other functions as may be deemed necessary and appropriate to meet the objectives of this MOU.
- 1.3 The goals of the EVC were developed by the PARTIES and are outlined and specified in Exhibit A, GOALS AND MEASURED OUTCOMES, attached hereto and incorporated herein by this reference. The PARTIES agree to use best efforts in accomplishing such goals.

SECTION II

PARTY OBLIGATIONS

In conducting the economic development activities set forth in this MOU, the PARTIES individually agree to perform the following tasks or undertaking:

- 2.1 The County of Riverside will:
 - a. Create and maintain a basic web site for the EVC with links to the jurisdictions;
 - b. Provide a lead staff member to coordinate all activities of the EVC;
 - c. Provide financial support as determined in Section 5.2 below; and
 - d. Assist in the development of economic development strategies for the EVC.
- 2.2 The City of Indio will:
 - a. Serve as fiscal agent for the EVC, producing financial reports and statements;
 - b. Provide a staff member to assist County in coordinating activities of the EVC;
 - c. Provide financial support as determined in Section 5.2 below; and
 - d. Assist in the development of economic development strategies for the EVC.
- 2.3 The City of La Quinta will:
 - a. Provide a staff member to assist County in coordinating activities of EVC;
 - b. Provide financial support as determined in Section 5.2 below; and
 - c. Assist in the development of economic development strategies for the EVC.

SECTION III

EFFECTIVE DATE AND TERM

- 3.1 This MOU shall become effective as of the date on which the last PARTY executes this MOU ("Effective Date").
- 3.2 The Term of the MOU will commence on the Effective Date and continue for two (2) years, unless terminated earlier by the PARTIES as provided in Section 7.4 below, and will automatically terminate unless otherwise extended by a written amendment to this MOU executed by all of the PARTIES.

SECTION IV

ASSOCIATE PARTNERS

4.1 The PARTIES, may engage other public agencies as partners ("Associate Partners") for the undertaking of the economic development activities described herein. Public agencies desiring to become an Associate Partner shall submit a minute order from their governing body for consideration to each of the PARTIES for their individual approval. Unanimous approval by all PARTIES will be required to grant Associate Partner status, evidenced by a minute order from each of the PARTIES. Once approved by all the PARTIES and upon payment of the partner contribution (in an amount determined collectively by the PARTIES), the Associated Partner status shall be approved. A partner shall be entitled to participate in the programs created by the partnership created herein but is not a PARTY to the MOU.

SECTION V

FINANCING AND BUDGETING

- 5.1 It is the intent and understanding of the PARTIES to this MOU that the activities conducted pursuant to this MOU will be financed by mandatory contributions from the PARTIES.
- 5.2 Each PARTY shall contribute a mandatory contribution of Ten Thousand Dollars (\$10,000.00) per fiscal year ("Mandatory Contribution"). The Mandatory Contribution shall be used only for administrative and other matters of general benefit to all PARTIES that further the purposes of the MOU and for the activities described in this MOU. The use of the Mandatory Contribution for each fiscal year shall be as set forth in the general administrative budget for the respective fiscal year which general administrative budget is subject to approval by each PARTY pursuant to Section 5.4 below.
- Payments shall be made yearly on July 1st. Payments shall be made payable to and remitted to the PARTY that is the fiscal agent identified in Section 6.1 below.
- A general administrative budget shall be approved by the City Managers in the case of the cities of Indio and La Quinta, and the Assistant County Executive Officer/EDA, or designee, in the case of the County of Riverside. The budget shall be prepared in sufficient detail to constitute an operating outline for the use of the Mandatory Contributions and shall cover expenditures to be made during the ensuing year for the purposes set forth in Section 5.2.

SECTION VI

ACCOUNTING

6.1 The City of Indio is designated as the fiscal agent. The City of Indio shall account separately for all funds collected or disbursed pursuant to this MOU. The City of Indio shall maintain and keep records of all expenditures and obligations incurred pursuant to this MOU and all income and fees received thereby according to generally recognized accounting principles. Such records shall be maintained by the City of Indio for a

minimum of three (3) years. The records relating to this MOU shall be open to inspection and audit by the PARTIES or its authorized representative on an annual basis or as is deemed necessary by the PARTIES upon reasonable notice to the City of Indio.

6.2 The City of Indio shall provide the PARTIES monthly expenditure reports by the last day of the following month, as well as a copy of a full annual financial statement for the partnership activities immediately upon completion thereof, but in no case later than six (6) months following the end of the fiscal year. The monthly expenditure reports and annual financial statements shall contain a status report of all appropriations and expenditures by line item, any emergency expenditure, appropriation changes (increases or decreases or new/supplemental appropriations after original budget was approved) and remaining unspent balances including encumbered amounts by purpose.

SECTION VII

GENERAL PROVISIONS

7.1 Indemnification. Each of the PARTIES agree to defend, indemnify and hold harmless each and every other PARTY and its officers, officials, board of supervisors, city council, employees or agents from and against any damages including, but not limited to, attorneys' fees, expert and consultant fees, and other costs and fees of litigation, arising out of the alleged gross negligence, intentional or willful misconduct of the PARTY, its agents, officers, officials, board of supervisors, city council, employees or representatives in the performance of this MOU.

It is the intent of the PARTIES that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each PARTY shall bear the proportionate cost of any loss, damage, expense and liability attributable to that PARTY'S negligence. In the event a claim or suit is filed and liability is based on the active conduct of two or more of the PARTIES, then such PARTIES shall cooperate and contribute to the defense and indemnity of the claim or suit on an equal basis until such time as comparative negligence is established and damages apportioned. At that time, the responsible PARTIES shall reimburse the other PARTIES for their costs in accordance with their proportionate share of liability.

The PARTIES shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

The PARTIES each hereby certify that they have adequate insurance, self-insured retentions or other self-insurance programs sufficient to meet any obligation arising under this Section 7.1

7.2 Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement or other communication required or permitted hereunder shall be in writing to the addresses set forth below and shall be deemed to have been received on (a) the day of delivery, if delivered by hand during regular business hours or by confirmed facsimile during regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid:

City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager

City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 Attention: City Manager

County of Riverside
Economic Development Agency
3403 10th Street
Suite 400
Riverside, CA 92501
Attention: Assistant County Executive Of

Attention: Assistant County Executive Officer/EDA

- 7.3 Alternative Dispute. The PARTIES agree that before either PARTY commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the PARTIES shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each PARTY shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the PARTIES.
- 7.4 Termination. Any PARTY may terminate its participation in this MOU for any reason by giving thirty (30) days advance written notice to the designated representatives of the other PARTIES. In the event a PARTY terminates its participation in this MOU during the first year of the term of this MOU, such PARTY shall not be entitled to the return of the Mandatory Contribution paid pursuant to Section 5.2. In the event a PARTY terminates its participation in this MOU during the second year of the term of this MOU, if the other PARTIES receive written notice of such termination no later than 90 days before the commencement of the second year of the term of this MOU, then the terminating PARTY is relieved from making the second year's Mandatory Contribution. If written notice is received at any other time, the terminating PARTY is required to pay its Mandatory Contribution for the second year when due and is not entitled to a return of any Mandatory Contribution amounts already paid.

The Parties shall have the right to terminate this MOU upon a majority vote approval. The approval of each Party shall be evidenced by a motion or resolution of each Parties' legislative body.

In the event this MOU is terminated, any property acquired by the PARTIES in connection with this MOU from the Effective Date of this MOU, including but not limited to money, shall be divided and distributed between the PARTIES in proportion to the contributions made.

Except as otherwise provided herein, upon termination of this MOU, or an individual PARTIES termination of participation in this MOU, neither PARTY shall have any obligation to the other PARTIES.

- 7.5 Legal Authority. Nothing in this MOU binds the PARTIES to perform any action that is beyond its legal authority.
- 7.6 Conflict of Interest. No member, official or employee of the County or the Cities, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 7.7 Interpretation, Governing Law, and Venue. This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the PARTIES hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting PARTY shall not be employed in interpreting this MOU, all PARTIES having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the PARTIES waive any provision of law providing for a change of venue to another location.

- 7.8 No Third-Party Beneficiaries. This MOU is made and entered into for the sole protection and benefit of the PARTIES hereto and shall not create any rights in any third PARTIES. No other person or entity shall have any right of action based upon the provisions of this MOU.
- 7.9 Section Headings. The Section headings herein are for the convenience of the PARTIES only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.
- 7.10 Compliance with Laws and Regulations. By executing this MOU, the PARTIES agree to comply with all applicable federal, state and local laws, regulations and ordinances.
- 7.11 Waiver. Failure by a PARTY to insist upon the strict performance of any of the provisions of this MOU by the other PARTY, or the failure by a PARTY to exercise its rights upon the default of the other PARTY, shall not constitute a waiver of such PARTY's right to insist and demand strict compliance by the other PARTY with the terms of this MOU thereafter.
- 7.12 Severability. Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 7.13 Authority to Execute. The persons executing this MOU or exhibits attached hereto on behalf of the PARTIES to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective PARTIES to this MOU to the performance of its obligations hereunder.

- 7.14 Assignment. The PARTIES shall not assign, transfer, or subcontract any interest in this MOU. Any attempt to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.
- 7.15 Amendments. This MOU may be amended, in writing, from time-to-time by unanimous vote of the PARTIES acting through their governing bodies.
- 7.16 Exhibits; Precedence. All documents referenced as exhibits in this MOU are hereby incorporated in this MOU. In the event of any material discrepancy between the express provisions of this MOU and the provisions of any document incorporated herein by reference, the provisions of the MOU shall prevail.
- 7.17 Independent Contractor. Each PARTY to this MOU shall have no power to incur any debt, obligation, or liability on behalf of another PARTY to this MOU or otherwise act as an agent of another PARTY.
- 7.18 MOU Administration. The City Managers in the case of the cities of Indio and La Quinta, and the Assistant County Executive Officer/EDA, in the case of the County of Riverside, or their designees, shall administer the terms and conditions of this MOU for their respective city or county.
- 7.19 Cooperation; Further Act. The PARTIES shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.
- 7.20 Entire Agreement. This MOU, including all exhibits and attachments hereto, is intended by the PARTIES hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all PARTIES to this MOU.

(Signatures on Following Page)

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives on the dates set forth below.

| | COUNTY OF RIVERSIDE, a political subdivision of the State of California |
|--|---|
| Date: | Marion Ashley, Chairman BOARD OF SUPERVISORS |
| ATTEST: Kecia Harper-Ihem Clerk of the Board of Supervisors | |
| Deputy, | |
| APPROVED AS TO FORM: Gregory P. Priamos County Counsel | |
| By: Jhaila R. Brown | |

(Signatures Continued on Following Page)

| | CITY OF INDIO, a municipal corporation |
|---------------------------------------|--|
| Date: | Mayor Lupe Ramos Watson |
| | , , |
| ATTEST: | |
| By: Cynthia Hernandez, CMC City Clerk | |
| APPROVED AS TO FORM: | |
| By: | |
| Roxanne Diaz City Attorney | |

(Signatures Continued on Following Page)

| | CITY OF LA QUINTA, a California municipal corporation |
|---|---|
| Date: | Linda Evans, Mayor City of La Quinta, CA |
| ATTEST: | |
| SUSAN MAYSELS, City Clerk City of La Quinta, California | |
| APPROVED AS TO FORM: | |
| WILLIAM H. IHRKE, City Attorney City of La Quinta, California | |

EXHIBIT A

GOALS AND MEASURED OUTCOMES

(behind this page)

| | Estimated Budget | | | | \$ 7,500 | | | | \$ 7,500 | | |
|---|-----------------------|--|---|---|--|---|---|--|---|---|---|
| and Budget Resources | Associated Activities | ttraction and retention | Identify low cost, high value business attraction venues | Identify 5 (per entity) retail development sites/vacant buildings | Stimulate 3 new retail locations, consisting of sites at least 35,000/sf; 40 permanent jobs; and a | Representation at ICSC and other regional events, set and attend at least 25 appointments | Conduct at least 8 site tours with site selector/corporate rep | Identify 5 sites for industrial development in the region, 5 sites with industrial vacancy | 2 industrial end users, with at Develop collateral materials for specific sites - least 20 jobs include allowable uses | Conduct at least 30 industrial business outreach visits | Attend local real estate conferences, functions - focus on industrial business development |
| East Valley Coalition Annual Goals and Budget Resources | Measurable Outcomes | economic base through business expansion, attraction and retention | Stimulate 3 new retail locations, consisting of at least 35,000/sf; 40 permanent jobs; and a capital investment of at least \$750,000 permanent jobs and a capital investment of at least \$2,000,000 | | | | | Retain at least 2 industrial end users, with at least 20 jobs | Cc Stimulate expansion of one industrial user, vii increasing permanent jobs by 3, with a capital infusion of at least \$100,000 At | | |
| East \ | Target | ining the regional | | | Retail | Development | | | Industrial | | |
| | Function | OBJECTIVE 1: Sustaining the regional economic base | | | | | Marketing | | | | |

| | | Partner with event promoters (i.e. CVB, | Identify legitimate event promoters | |
|---|--------------------------|---|--|----------|
| | Tourism / | 1 he | Define theme for event(s) through stakeholder collaboration | \$ 3,750 |
| | | first year to attract visitors and consumer spending to the Coalition communities | Secure additional funding (if needed) for event(s) | |
| Marketing (cont.) | | | Create Action Plan to include marketing plan with relevant metrics | |
| (: | Tourism / | | Identify most common regions that tourists originate; define marketing plan with relevant | \$ 7,500 |
| | Attraction | targeting marketing of international tourism | metrics Originate virtual marketing to international | |
| | | | tourists with highly defined analytics, flexibility | |
| | | | and low cost | |
| | Regional Branding | Develop a regional brand within 120 days of full funding commitment | Identify low cost consultant to assist Partnership is identifying brand symbol/logo and associated color coded theme | \$ 3,750 |
| 2: Enhar | nce business conta | OBJECTIVE 2: Enhance business contact through customer service and technology | | |
| | | | Fully funtional and relevant regional website with a 'live date' within 120 days of full funding commitment by all partners | |
| One - Stop Resource Center / Region Clearinghouse for Leads | Virtual Communication | Development of unique website for EVC Website will be optimized by current interne partnership; with Search Engine Optimization standards utilizing the latest website analytic (SEO) features, GIS Data for EVC region (ESRI a baseline for comparison - to be completed platform) | Development of unique website for EVC Website will be optimized by current internet partnership; with Search Engine Optimization standards utilizing the latest website analytics as (SEO) features, GIS Data for EVC region (ESRI a baseline for comparison - to be completed platform) | In-Kind |
| | | | GIS Data platform to be embeded into website, fully tested and operational before fully operational website goes 'live' | |

| In-Kind | | In-Kind | | In-Kind | | In-Kind | | | | | ln-Kind |
|--|--|---|---|---|--|--|--|--|--|--|--|
| Establish relevant website analytic tools and measures, establish baseline metrics | Identify optimal Social Media Platform - Create accounts | Secure 75 followers/friends | Push media alerts through SM platforms | Set appointments for Coalition staff at trade shows, events | Coordinate site tours with staff resulting from Partnership marketing | Act as central point of contact/liasion to perspective businesses resulting from Partnership marketing | Record and provide periodic reports (quarterly) to Partnership communities | Act as central point of contact for any grant opportunity applications and reporting | Act as coordinator for ALL regional meetings | | Identify potential grant/funding opportunities to sustain entity through innovative initiatives |
| Development of unique website for EVC partnership; with Search Engine Optimization Establish relevant website analytic tools and (SEO) features, GIS Data for EVC region (ESRI measures, establish baseline metrics platform) - cont. | Establish Social Media platforms for additional marketing resource (i.e. Twitter, facebook, etc.); link/garner relevant at least | 75 followers in the CV Business community | least 4 noteworthy development media alerts in first year | Identify and establish physical location | | Identify and establish physical location | | | | OBJECTIVE 3: Collaboratively position the East Valley for long term growth | Identify, author and secure funding opportunities and other relevant business incentive programs |
| Virtual Communication | Social Media | Platform | | Customer Service | | Customer Service | | Ŷ | ţn | oratively position | Fiscal Sustainability |
| | | | | One - Stop Resource Center / Customer Service | Clearinghouse for Leads (cont.) | | | | | OBJECTIVE 3: Collat | Strategic Planning |

| | | Identify, author and secure funding | Collectively author grant applications | |
|---------------------------------|----------------------------|---|--|-----------|
| Strategic Planning | riscal Sustainability | opportunities and other relevant business incentive programs | Secure funding and complete all required reporting requirements | In-kind |
| | | | Identify critical infrastructure needs, potential funding sources for region | |
| Strategic Planning (cont.) | Regional Infrastructure | Stimulate regional collaboration for infrastructure alignment | Host a series of focus groups with staff and elected officials from each Partnership to weigh in on infrastructure needs and potential funding | In-Kind |
| | | | Total Estimated Annual Budget: | \$ 30,000 |
| | | | Evaluate Year 1 Measurable Outcomes | |
| | | | Identify potential issues that resulted in not | 8 |
| OBJECTIVE 4: Program Evaluation | gram Evaluation | ssired outcomes in | Reallocate funding/resources for optimized | In-Kind |
| | | rear 2 | alignment | |
| | | | Develop and disseminate annual report of | |
| | | | achievements and recommendations | |