

City of La Quinta

CITY COUNCIL MEETING: September 15, 2015

STAFF REPORT

AGENDA TITLE: APPROVE AMENDED AND RESTATED EAST VALLEY COALITION MEMORANDUM OF UNDERSTANDING TO INCLUDE CITY OF COACHELLA AS MEMBER

RECOMMENDATION

Approve the Amended and Restated Memorandum of Understanding for the East Valley Coalition to include the City of Coachella as a partner with voting rights.

EXECUTIVE SUMMARY

- On June 2, 2015, Council approved a Memorandum of Understanding (“MOU”) with the City of Indio and County of Riverside to participate in the East Valley Coalition (“EVC”) for regional economic development.
- The three entities have met and are currently developing internal procedures, marketing materials and a stand-alone EVC website.
- The City of Coachella has requested inclusion in the EVC MOU as a contributing partner with voting rights. The City of Indio and the County of Riverside support amending the MOU to add them.

FISCAL IMPACT – None.

BACKGROUND/ANALYSIS

Over the past eighteen months, representatives from the Cities of Indio and Coachella and the County of Riverside collaborated on ways to support eastern Coachella Valley economic development efforts after the dissolution of the California Enterprise Zone Program. La Quinta was invited to these discussions as the program parameters began to take shape. With the communities’ input, an EVC was created, which was memorialized in a MOU on June 2, 2015 for all bodies except the City of Coachella.

Within the MOU, a budget matrix identified economic activities and the resources needed to achieve them (MOU Exhibit A). The matrix tied budget line items to specific tasks and measurable outcomes that included regional business attraction, expansion and retention. La Quinta, Indio and Riverside County agreed to a \$10,000 per year fiscal commitment for an initial two-year period. The City of Indio agreed to act as fiscal agent and Riverside County agreed to provide a full time staff member who would carry out the duties and activities prescribed in the agreement and matrix.

During the initial MOU consideration, the City of Coachella evaluated its fiscal challenges and was unsure of participation. However, on August 12, 2015, they unanimously approved the EVC MOU, first year budget, and in-kind staff resources.

The City of Coachella's participation would not only provide the EVC with a fourth voting member, but would also increase the total annual budget by \$10,000 and add staff to help accomplish EVC goals. The City of Indio and County of Riverside are both requesting approval of an amended MOU to include the City of Coachella into the East Valley Coalition.

ALTERNATIVES

As the City of Coachella would strengthen the collaborative effort by increasing fiscal and staffing resources, staff has no alternative.

Report prepared by: Ted Shove, Business Analyst

Report approved by: Frank J. Spevacek, City Manager

Attachment: 1. Amended and Restated Memorandum of Understanding

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
FOR THE
EAST VALLEY COALITION**

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of September 2015 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”) and the cities of INDIO, LA QUINTA AND COACHELLA (“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.

2.4 The City of Coachella 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.
- 5.3 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.
- 5.4 A general administrative budget shall be approved by the City Managers in the case of the cities of Indio, La Quinta and Coachella, 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 of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Attention: _____

City of Coachella
1515 Sixth Street
Coachella, CA 92236
Attention: _____

County of Riverside
Economic Development Agency
3403 10th Street
Suite 400
Riverside, CA 92501
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. Either 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, such Party shall be entitled to a complete reimbursement of the Mandatory Contribution paid pursuant to Section 5.2, provided 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.

If the Parties have not incurred any obligations in connection with implementing this MOU, each Party may terminate this MOU by giving no less than sixty (60) days advance written notice thereof to all other Parties.

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, Coachella, 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 Pages)

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 Pages)

CITY OF INDIO,
a California municipal corporation

Date: _____

Mayor Lupe Ramos Watson
City of Indio, CA

ATTEST:

By: _____
Cynthia Hernandez, CMC. City Clerk
City of Indio, California

APPROVED AS TO FORM:

By: _____
Roxanne Diaz, City Attorney
City of Indio, California

(Signatures Continued on Following Pages)

CITY OF LA QUINTA,
a California municipal corporation

Date: _____

FRANK J. SPEVACEK, City Manager
City of La Quinta, California

ATTEST:

SUSAN MAYSELS, City Clerk
City of La Quinta, California

APPROVED AS TO FORM:

WILLIAM H. IHRKE, City Attorney
City of La Quinta, California

CITY OF COACHELLA,
a California municipal corporation

Date: _____

Steven Hernandez, Mayor
City of Coachella, CA

ATTEST:

ANGELA M. ZEPEDA, City Clerk
City of Coachella, California

APPROVED AS TO FORM:

CARLOS CAMPOS, City Attorney
City of Coachella, California

EXHIBIT A

GOALS AND MEASURED OUTCOMES

(behind this page)

East Valley Coalition Annual Goals and Budget Resources

Function	Target	Measurable Outcomes	Associated Activities	Estimated Budget	
OBJECTIVE 1: Sustaining the regional economic base through business expansion, attraction and retention					
Marketing	Retail Development	Stimulate 3 new retail locations, consisting of at least 50,000/sf; 40 permanent jobs; and a capital investment of at least \$750,000	Identify low cost, high value business attraction venues	\$ 10,000	
			Identify 5 (per entity) retail development sites/vacant buildings		
			Develop collateral materials for specific retail sites		
			Representation at ICSC and other regional events, set and attend at least 35 appointments		
			Conduct at least 12 site tours with site selector/corporate rep		
	Industrial Development	Successfully attract one new industrial user, consisting of at least 50,000/sf with 20 permanent jobs and a capital investment of at least \$3,000,000	Retain at least 2 industrial end users, with at least 20 jobs	Identify 5 sites for industrial development in the region, 5 sites with industrial vacancy	\$ 10,000
				Develop collateral materials for specific sites - include allowable uses	
				Conduct at least 40 industrial business outreach visits	
Stimulate expansion of one industrial user, increasing permanent jobs by 3, with a capital infusion of at least \$100,000	Attend local real estate conferences, functions - focus on industrial business development				

Marketing (cont.)	Tourism / Attraction	Partner with event promoters (i.e. CVB, other stakeholders) for development of 1 regional event or 3 community events in the first year to attract visitors and consumer spending to the Coalition communities	Identify legitimate event promoters	\$ 5,000
			Define theme for event(s) through stakeholder collaboration	
			Secure additional funding (if needed) for event(s)	
	Tourism / Attraction	Identify and focus marketing efforts through targeting marketing of international tourism	Create Action Plan to include marketing plan with relevant metrics	\$ 10,000
			Identify most common regions that tourists originate; define marketing plan with relevant 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	\$ 5,000	
OBJECTIVE 2: Enhance business contact through customer service and technology				
One - Stop Resource Center / Region Clearinghouse for Leads	Virtual Communication	Development of unique website for EVC partnership; with Search Engine Optimization (SEO) features, GIS Data for EVC region (ESRI platform)	Fully functional and relevant regional website with a 'live date' within 120 days of full funding commitment by all partners	In-Kind
			Website will be optimized by current internet standards utilizing the latest website analytics as a baseline for comparison - to be completed before fully operational site goes 'live'	
			GIS Data platform to be embedded into website, fully tested and operational before fully operational website goes 'live'	

One - Stop Resource Center / Region Clearinghouse for Leads (cont.)	Virtual Communication	Development of unique website for EVC partnership; with Search Engine Optimization (SEO) features, GIS Data for EVC region (ESRI platform) - cont.	Establish relevant website analytic tools and measures, establish baseline metrics	In-Kind
	Social Media Platform	Establish Social Media platforms for additional marketing resource (i.e. Twitter, facebook, etc.); link/garner relevant at least 100 followers in the CV Business community and regional real estate brokers; push at least 4 noteworthy development media alerts in first year	Identify optimal Social Media Platform - Create accounts	In-Kind
			Secure 100 followers/friends	
			Push media alerts through SM platforms	
	Customer Service	Identify and establish physical location	Set appointments for Coalition staff at trade shows, events	In-Kind
	Customer Service	Identify and establish physical location	Coordinate site tours with staff resulting from Partnership marketing	In-Kind
			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	

OBJECTIVE 3: Collaboratively position the East Valley for long term growth				
Strategic Planning	Fiscal Sustainability	Identify, author and secure funding opportunities and other relevant business incentive programs	Identify potential grant/funding opportunities to sustain entity through innovative initiatives	In-Kind
Strategic Planning	Fiscal Sustainability	Identify, author and secure funding opportunities and other relevant business incentive programs	Collectively author grant applications	In-kind
			Secure funding and complete all required reporting requirements	
Strategic Planning (cont.)	Regional Infrastructure	Stimulate regional collaboration for infrastructure alignment	Identify critical infrastructure needs, potential funding sources for region	In-Kind
			Host a series of focus groups with staff and elected officials from each Partnership to weigh in on infrastructure needs and potential funding	
			Total Estimated Annual Budget:	\$ 40,000
OBJECTIVE 4: Program Evaluation		Optimize resources for desired outcomes in Year 2	Evaluate Year 1 Measurable Outcomes	In-Kind
			Identify potential issues that resulted in not achieving all measurable outcomes (if any)	
			Reallocate funding/resources for optimized alignment	
			Develop and disseminate annual report of achievements and recommendations	