

Dillon Road Joint Powers Authority

*Cabazon Band of Mission Indians
City of Coachella
Twenty-Nine Palms Band of Mission Indians*

STAFF REPORT

10/2/2024

TO: Dillon Road Joint Powers Authority Chair and Board Members

FROM: Andrew Simmons, City Engineer, City of Coachella

**SUBJECT: ADOPT RESOLUTION DR-2024-02 AUTHORIZING THE
TERMINATION OF THE JOINT EXERCISE POWERS AGREEMENT,
AND THE DISSOLUTION OF THE DILLON ROAD JOINT POWERS
AUTHORITY.**

STAFF RECOMMENDATIONS:

Adopt Resolution DR-2024-02 Authorizing the Termination of the Joint Exercise Powers Agreement (agreement), and the dissolution of the Dillon Road Joint Powers Authority, per Article 7 of the agreement.

BACKGROUND:

The City of Coachella (City), The Cabazon Band of Mission Indians, Twenty Nine Palms Band of Mission Indians and the Coachella Valley Association of Governments (CVAG) have worked successfully and cooperatively to advance a Federal Transportation project for the replacement of the Dillon Road Bridge over the Coachella Valley Storm Channel, Project 5294(018), hereafter referred to as "Project".

In November of 2018, The Dillon Road Joint Powers Authority was established and a Joint Exercise of Powers Agreement was entered into to help advance the Project. The JPA empowered and authorized the City of Coachella to enter into contracts for the JPA and authorized the City to execute and administer professional services with Angenious Engineering Services to update CEQA, complete NEPA and complete the PA-ED phase of the Project. In addition, in January 2020 per Resolution No. DR-2020-01, the JPA authorized the City utilize its Local Code to apply for Highway Bridge Program Funds (HBP), act as the "Lead Agency" under the California Environmental Quality Act, and administer the project.

The City thru its empowerment from the JPA has successfully secured HBP funding for the completion of the project and has successfully completed the PA ED administrative needs of the project, including adoption of a federally approved NEPA document. The City and the Tribes have also worked successfully to clarify all property right disputes within the project boundaries and the California State assembly has successfully passed AB 2261, which empowers federally

recognized tribal organizations with the ability to administer and act as lead agencies for federally funded projects.

Given the completion of the PA ED phase of project, the resolution of ownership disputes and given the adoption of the final NEPA documentation, it has been determined that future participation in the Dillon Road Joint Powers Authority is no longer necessary. The Twenty Nine Palms Band of Mission Indians has the full rights and responsibilities under Assembly bill 2261 to pursue the completion of the project as the lead agency and engage in the project management and delivery of the project at their discretion.

DISCUSSION/ANALYSIS:

Per Article 7: Termination / Agreement,

7.1 Duration and Termination. This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of all Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority. The withdrawal of a Member Agency pursuant to Section 7.3 shall not terminate that Member Agency's responsibility to contribute to its share of any obligation incurred by the Board, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Notwithstanding the above, the Parties hereto agree and acknowledge that this Agreement may only be terminated during the first year of its term if approved by the governing boards of each Member Agency.

7.2 Amendment. This Agreement may be amended at any time by the written consent of the governing bodies of the Member Agencies. The purpose of any such amendment can be the addition of new Member Agencies to the Authority.

7.3 Withdrawal. Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with written notice of its intent to withdraw within the first seven (7) days after the commencement of each Fiscal Year. Such notice shall not become effective until the last day of the Fiscal Year in which notice was given; provided, however, that any Member Agency may withdraw, effective on the first anniversary of the Effective Date, by providing the Board of Directors with written notice of such withdrawal at least thirty (30) days before the first anniversary of the Effective Date. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.

7.4 Effect of Withdrawal. The Authority consists of three (3) Member Agencies. When there is a withdrawal by two Member Agencies, this Agreement shall terminate, subject to the provisions of Section 7 .1. Upon termination of this Agreement by withdrawal and after payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement pursuant to Section 7 .1, all remaining assets of the Authority shall be disbursed among Member Agencies. All assets shall be divided among the Member

Agencies in accordance with and proportionate to their cash contributions (including property at market value when received) made during the term of this Agreement, if it is feasible to do so. However, the Board may, in its discretion and by a majority vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member Agency's contribution.

Per sections 7.1 and 7.4, no liabilities claims or assets exist against the JPA. No distribution of liabilities or assets is required since no such liabilities or assets exist. In addition, per section 7.4, if two member agencies wish to withdraw from the JPA, then the Joint Powers Authority Agreement shall terminate.

By adoption of this Resolution and approval of this staff recommendation, this staff report shall serve as written notification of each agencies wish to withdraw from the JPA and terminate the Joint Powers Authority Agreement.