

## JOINT POWERS AUTHORITY

**Gary Gardner, Chair**  
City of Desert Hot Springs

**Waymond Fermon, Vice Chair**  
City of Indio

**Rita Lamb**  
City of Cathedral City

**Bruce Whitman**  
City of Indian Wells

**Linda Evans**  
City of La Quinta

**Jan Harnik**  
City of Palm Desert

**Jeffrey Bernstein**  
City of Palm Springs

**Steve Downs**  
City of Rancho Mirage

**V. Manuel Perez**  
County of Riverside

## VGPS BOARD OF DIRECTORS

**Rolf Hoehn, Chair**  
Indian Wells Tennis Garden

**Peggy Trott, Vice Chair**  
Kimpton Rowan Palm Springs

**Tom Scaramellino, Secretary**  
Westin Rancho Mirage Golf  
Resort & Spa

**Aftab Dada, Treasurer**  
Hilton Palm Springs Resort

**Kate Anderson**  
Agua Caliente Band of  
Cahuilla Indians

**Kevin Barnes**  
Miramonte Indian Wells Resort & Spa

**Lorraine Becker**  
Cabot's Pueblo Museum

**Sejal Bhakta**  
Hampton Inn & Suites

**John Bolton**  
Oak View Group

**Celeste Brackley**  
The Line & Saguaro Hotels

**Gary Cardiff**  
Cardiff Limousine &  
Transportation

**Kenny Cassidy**  
Meredith Lodging

**Jay Chesterton**  
Fantasy Springs Resort Casino

**Dermot Connolly**  
La Quinta Resort and Club

**Tim Ellis**  
Ellis Hospitality Services

**Eddy Estrada**  
Smarter Property Management

**David Feltman**  
VRON of Palm Springs

## JOINT MEETING JPA EXECUTIVE COMMITTEE & VGPS BOARD OF DIRECTORS

Location: Agua Caliente Resort Casino Spa  
Room: Cahuilla CDE  
32-250 Bob Hope Drive  
Rancho Mirage, CA, 92270  
**Joint Meeting**  
September 29, 2023  
8:30am – 10:00am

## AGENDA

The JPA Executive Committee and VGPS Board of Directors will take action on all items on the agenda. Materials related to an agenda item that are submitted to the JPA Executive Committee and/or the VGPS Board of Directors after distribution of the agenda packets are available for public inspection in the Clerk of the Board's office during normal business hours and on the VGPS website.

Item	Owner
Call to Order	Gary Gardner
Roll Call	Gary Gardner
Pledge of Allegiance	Gary Gardner
Confirmation of Agenda (no vote required)	Gary Gardner
Public Comment	
At this time members of the public may address the JPA Executive Committee on items that appear within the Consent Calendar or matters that are not listed on the agenda.	
Public comments may be received by e-mail or voicemail (no longer than three (3) minutes in length) from the time agenda is posted up until one (1) hour prior to the meeting convening. Public comments received by email or voicemail by the deadline set forth above, will be made part of the record. Public comments received by email or voicemail (transcribed) will not be read aloud at the meeting. E-mail: <a href="mailto:sarah@visitgreaterps.com">sarah@visitgreaterps.com</a> ; <b>Voicemail:</b> 760.969.1309	
For all Business Session matters or Departmental Reports on the Agenda, the public can submit comments in advance via email as described above.	
Presentation	Gary Gardner
<ul style="list-style-type: none"><li>Presentation by Jeremy Keating, C.M. Assistant Airport Director, Palm Springs International Airport</li></ul>	
Approval of Minutes (All Vote)	Gary Gardner
<ul style="list-style-type: none"><li>JPA - VGPS Board of Directors Joint Meeting Minutes – June 29, 2023</li></ul>	
Consent Calendar (JPA Only Votes)	Gary Gardner
<ul style="list-style-type: none"><li>Warrants and Demands Dated June 2023</li><li>Warrants and Demands Dated July 2023</li><li>Warrants and Demands Dated August 2023</li></ul>	

**Shannon Gilbert**

The Ritz-Carlton, Rancho  
Mirage

**Rob Hampton**

Palm Springs Convention  
Center

**Jerry Keller**

Lulu and Acqua California  
Bistros

**Patrick Klein**

The Gardens on El Paseo

**Jay Mainthia**

**Kelly McLean**

MJM Holdings, Inc.,  
McLean Company and Poppy

**Nusrat Mirza**

JW Marriott Desert Springs

**Allen Monroe**

The Living Desert

**Lee Morcus (Emeritus)**

Kaiser Restaurant Group

**Michael Murray**

Hotel Paseo

**Liz Ostoich**

FARM and Tac/Quila Palm  
Springs

**Brad Poncher**

Homewood Suites by Hilton  
La Quinta

**Greg Purdy**

Palm Springs Aerial Tramway

**Tim Pyne**

Renaissance Esmeralda Resort  
& Spa

**Saverio Scheri**

Agua Caliente Resort Casino  
Spa

**Bob Schneider**

Desert Consulting

**Ankit Sekhri**

Two Bunch Palms

**Barb Smith**

Eventis Destination Services

**Boris Stark**

Palm Desert Vacation  
Properties

**Joseph Tormey** CSU

San Bernardino Palm  
Desert Campus

**Doug Watson**

Strategy | Innovation | Co.

The JPA Executive Committee and VGPS Board of Directors will take action on all items on the agenda. Materials related to an agenda item that are submitted to the JPA Executive Committee and/or the VGPS Board of Directors after distribution of the agenda packets are available for public inspection in the Clerk of the Board's office during normal business hours and on the VGPS website.

Item	Owner
VGPS Board of Directors Items (VGPS Board Only Votes)	Rolf Hoehn
<ul style="list-style-type: none"> <li>2024 Proposed Board of Director Meetings Dates</li> </ul>	
JPA Executive Committee Items (JPA Executive Committee Only Votes)	Gary Gardner
<ul style="list-style-type: none"> <li>Resolution – JPA 2023-008 – Revisions to VGPS' Benefit Pension Plan</li> <li>Resolution – JPA 2023-009 – Support of Proposed Chuckwalla National Monument and Proposed Expansion of Joshua Tree National Park</li> <li>2024 Proposed Board of Director Meetings Dates</li> </ul>	
CEO / President's Report	Scott White
<ul style="list-style-type: none"> <li>VGPS Economic Diversity Development Update</li> <li>Sales &amp; Marketing Update</li> </ul>	
JPA Executive Committee and Board of Directors Updates	All
Future Meeting Date: <b>Friday, December 8, 2023</b> Location: <b>HOTEL PASEO</b>	Rolf Hoehn
Adjournment	Gary Gardner

**Public Notices**

- Any documents provided to the JPA Executive Committee and VGPS Board of Directors regarding any item(s) on this agenda will be made available for public inspection at Visit Greater Palm Springs located at 70-100 Highway 111, Rancho Mirage, CA 92270, during normal business hours, or email your request to Sarah Goslin: [sarah@visitgreaterps.com](mailto:sarah@visitgreaterps.com). Any changes to the agenda will be posted prior to the meeting at [www.visitgreaterpalmsprings.com](http://www.visitgreaterpalmsprings.com).

Assistance for those with disabilities:

If you have a disability and need an accommodation to participate in the meeting, please contact the Clerk of the Board at (760) 969-1309 or [sarah@visitgreaterps.com](mailto:sarah@visitgreaterps.com) at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible. VGPS will attempt to accommodate you in a reasonable manner.





## **JOINT MEETING JPA EXECUTIVE COMMITTEE & VISIT GREATER PALM SPRINGS BOARD OF DIRECTORS MINUTES**

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### **Call to Order**

The meeting was called to order at 8:36 a.m. by Gary Gardner, JPA Chair, at The Ritz-Carlton, Rancho Mirage in Rancho Mirage, CA.

### **Roll Call**

The roll call is recorded on the following page.

**JUNE 29, 2023**

**Location: The Ritz-Carlton, Rancho Mirage**  
**Room: Salons 3 & 4**  
**68-900 Frank Sinatra Drive**  
**Rancho Mirage, CA 92270**  
**Joint Meeting**  
**Thursday, June 29, 2023**  
**8:30am – 10:00am**

JOINT POWERS AUTHORITY

**Gary Gardner, Chair**  
City of Desert Hot Springs

**Waymond Fermon, Vice Chair**  
City of Indio

**Rita Lamb**  
City of Cathedral City

**Bruce Whitman**  
City of Indian Wells

**Linda Evans**  
City of La Quinta

**Jan Harnik**  
City of Palm Desert

**Jeffrey Bernstein**  
City of Palm Springs

**Steve Downs**  
City of Rancho Mirage

**V. Manuel Perez**  
County of Riverside

[Visit GPS BOARD OF DIRECTORS](#)

**Rolf Hoehn, Chair**  
Indian Wells Tennis Garden

**Peggy Trott, Vice Chair**  
Kimpton Rowan Palm Springs

**Tom Scaramellino, Secretary**  
Westin Rancho Mirage Golf Resort & Spa

**Aftab Dada, Treasurer**  
Hilton Palm Springs Resort

**Kate Anderson**  
Agua Caliente Band of Cahuilla Indians

**Lorraine Becker**  
Cabot's Pueblo Museum

**Sejal Bhakta**  
Hampton Inn & Suites

**John Bolton**  
Oak View Group

**Celeste Brackley**  
The Line & Saguaro Hotels

**Gary Cardiff**  
Cardiff Limousine & Transportation

**Kenny Cassidy**  
Meredith Lodging

**Jay Chesterton**  
Fantasy Springs Resort Casino

**Dermot Connolly**  
La Quinta Resort and Club

**Tim Ellis**  
Ellis Hospitality Services

**Eddy Estrada**  
Smarter Property Management

**David Feltman**  
VRON of Palm Springs

		PRESENT	NOT/YTD
	Gary Gardner, Council Member, <b>Chair</b>	X	
CITY OF DESERT HOT SPRINGS	Roger Nunez, Council Member		
	Waymond Fermon, Council Member, <b>Vice Chair</b>	X	
CITY OF INDIO	Elaine Holmes, Council Member		
	Rita Lamb, Mayor	X	
CITY OF CATHEDRAL CITY	Mark Carnevale, Council Member		
	Bruce Whitman, Council Member	X	
CITY OF INDIAN WELLS	Ty Peabody, Council Member		
	Linda Evans, Mayor	X	
CITY OF LA QUINTA	Steve Sanchez, Mayor Pro Tem		
	Jeffrey Bernstein, Mayor Pro Tem	X	
CITY OF PALM SPRINGS	Ron deHarte, Council Member		
	Jan Harnik, Council Member	X	
CITY OF PALM DESERT	Gina Nestande, Council Member		
	Steve Downs, Mayor Pro Tem	X	
CITY OF RANCHO MIRAGE	Meg Marker, Council Member		
	V. Manuel Perez, Supervisor, 4th District		E
COUNTY OF RIVERSIDE	Joaquin Tijerina, Economic Development Manager	X	
VISIT GPS BOARD OF DIRECTORS ROLL CALL		PRESENT	EXCUSED
	Rolf Hoehn, <b>Chair</b> - Indian Wells Tennis Garden	X	
	Peggy Trott, <b>Vice Chair</b> - Kimpton Rowan Palm Springs	X	
	Tom Scaramellino, <b>Secretary</b> - Westin Rancho Mirage Golf Resort	X	
	Aftab Dada, <b>Treasurer</b> - Hilton Palm Springs Resort	X	



**Rob Hampton**  
Palm Springs Convention Center

**Jerry Keller**  
LULU California Bistro

**Patrick Klein**  
The Shops on El Paseo

**Jay Mainthia**  
Indio Super 8 & Suites

**Kelly McLean**  
MJM Holdings, Inc.,  
McLean Company and Poppy

**Nusrat Mirza**  
JW Marriott Desert Springs

**Allen Monroe**  
The Living Desert

**Lee Morcus (Emeritus)**  
Kaiser Restaurant Group

**Michael Murray**  
Hotel Paseo

**Liz Ostoich**  
FARM and Tac/Quila Palm Springs

**Brad Poncher**  
Homewood Suites by Hilton, La Quinta

**Greg Purdy**  
Palm Springs Aerial Tramway

**Tim Pyne**  
Renaissance Esmeralda Resort & Spa

**Bob Schneider**  
Desert Consulting

**Ankit Sekhri**  
Two Bunch Palms

**Barb Smith**  
Eventis Destination Services

**Boris Stark**  
Palm Desert Vacation Properties

**Joseph Tormey** CSU  
San Bernardino Palm Desert Campus

**Doug Watson**  
Strategy | Innovation | Co.

	PRESENT	EXCUSED
Kate Anderson, Agua Caliente Band of Cahuilla Indians		E
Lorraine Becker, Cabot's Pueblo Museum	X	
Sejal Bhakta, Hampton Inn & Suites, Palm Desert and Indio	X	
John Bolton, Oak View Group		E
Celeste Brackley, The Line & Saguaro Hotels	X	
Gary Cardiff, Cardiff Limousine & Transportation	X	
Kenny Cassady, Meredith Lodging	X	
Jay Chesterton, Fantasy Springs Resort Casino	X	
Dermot Connolly, La Quinta Resort & Club	X	
Tim Ellis, Ellis Hospitality Services	X	
Eddy Estrada, Smarter Property Management		E
David Feltman, VRON Palm Springs	X	
Rob Hampton, Palm Springs Convention Center		E
Jerry Keller, LULU California Bistro	X	
Patrick Klein, The Shops on El Paseo	X	
Jay Mainthia, Indio Super 8 Motel		A
Kelly McLean, Poppy	X	
Nusrat Mirza, JW Marriott Desert Springs Resort & Spa	X	
Allen Monroe, The Living Desert		A
Lee Morcus (Emeritus), Kaiser Restaurant Group	X	
Michael Murray, Hotel Paseo	X	
Liz Ostoich, FARM and Tac/Quila Palm Springs	X	
Brad Poncher, Homewood Suites by Hilton La Quinta	X	
Greg Purdy, Palm Springs Aerial Tramway		E
Tim Pyne, Renaissance Esmeralda Resort & Spa		E
Bob Schneider, Desert Consulting	X	
Ankit Sekhri, Two Bunch Palms		E
Barb Smith, Eventis Destination Services	X	
Boris Stark, Palm Desert Vacation Properties	X	

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Joe Tormey, CSU San Bernardino Palm Desert Campus

E

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Doug Watson, Strategy | Innovation | Co.

X

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**A quorum was reached. 25 BOD and 9 JPA.**

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#### STAFF/ATTORNEY

Scott White, President and CEO  
Bill Judson, Vice President Finance and Administration  
Colleen Pace, Chief Sales and Marketing Officer  
Carolina Viazcan, VP of Sales  
Davis Meyer, Senior Director of Community Affairs  
Julie Sinclair, Director of Brand Communications  
Lauren Bruggemans, Director of Sustainability & Community Engagement  
Jeffrey Farnsworth, Marketing & Sales Coordinator  
Krystal Kusmieruk, Senior Marketing Manager  
Stacie Henderson, Senior Graphic Designer

Gary Orfield, Director of Tourism Development  
Stefanie Kilcoyne, Director of Operations  
Don Prince, Director of Indian Wells Tourism  
Sarah Goslin, Executive Assistant & Board Administrator  
Bob Wilson, Brand Communications Specialist  
Marta Battle, Destination Experiences Manager  
Kimber Foster, Director of Palm Springs Tourism  
Oleg Nakonechny, Tourism Development Manager  
Elizabeth Jamison, Destination Experiences Manager  
Andy Cloutier, Director of Human Resources  
Lena D. Wade, Legal Counsel

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#### LIFT TO RISE PRESENTATION

Heather Viakona, President & CEO for Lift to Rise, gave a presentation on Affordable Housing in the Coachella Valley.

- What Lift to Rise needs from our community is investments, engagement in the housing conversation, and making affordable housing a priority in our communities.

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#### PLEDGE OF ALLEGIANCE

JPA Vice-Chair Waymond Fermon led the Pledge of Allegiance.

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#### CONFIRMATION OF AGENDA

JPA Chair Gardner asked whether there were any changes to the agenda. Hearing no changes, the agenda was confirmed.

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#### PUBLIC COMMENT

This Public Comment period is for items that appear within the Consent Calendar or matters that are not listed on the agenda.

JPA Chair Gardner called for public comments. There were no public comments on record.

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#### APPROVAL OF MINUTES (All Vote)

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##### **JPA – VGPS BOARD OF DIRECTORS JOINT MEETING MINUTES DATED MARCH 31, 2023** (all vote)

The JPA Executive Committee and VGPS Board of Directors Joint Meeting Minutes dated March 31, 2023, were presented for approval. Chair Gary Gardner asked for a motion. Mayor Linda Evans with City of La Quinta made a motion to approve, and Rolf Hoehn with Desert Champions LLC seconded. No abstentions. There was no further discussion, and the minutes were approved based on a show of hands.

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#### CONSENT CALENDAR (only JPA Executive Committee votes)

- **WARRANTS AND DEMANDS DATED MARCH 2023**
  - **WARRANTS AND DEMANDS DATED APRIL 2023**
  - **WARRANTS AND DEMANDS DATED MAY 2023**
-

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The Warrants and Demands dated March, April, and May 2023 for Pacific Premier Bank, were presented for approval. Mayor Linda Evans with City of La Quinta made a motion to approve, and Council Member Jan Harnik with City of Palm Desert seconded. No abstentions. There was no additional discussion, and the Warrants and Demands were approved based on a show of hands.

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## CEO / PRESIDENT'S REPORT

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Scott White, President & CEO for VGPS greeted guests and thanked Shannon Gilbert and The Ritz-Carlton team.

The team is working on city dashboards where each city will have access to real-time data for their specific city. We hope to have those ready by the fall.

The Economic Impact of Tourism in the Coachella Valley data shows that we are back to the same number of visitors in the destination since 2019.

VGPS is trying to be more sustainable, so we are hoping for an approval of a solar project over our carport that will save us approximately \$316,000 over the next 20 years.

Alaska Airlines gave us a non-stop flight to JFK. PSP total passengers YTD is 1.7 million as of May. PSP seat projections for the 2<sup>nd</sup> and 3<sup>rd</sup> quarters are up more than 34% versus 2019, and 4<sup>th</sup> quarter projections are up more than 22% versus 2019.

### **Sales & Marketing Updates:**

Colleen Pace presented our Marketing updates.

#### Summer Campaigns:

- We have launched our Summer Campaign Programs, which include digital outdoor billboards, digital display ads, social media, print, seasonal and television.
- We have launched the third season of the Summer Eats Pass, and we are donating \$1 for every check-in to FIND Food.
- We have 11 partners as part of our summer co-op program, and we have created 4 new spots this year.
- New LGBTQ+ Advertising – we are considering Out Traveler and Out There Magazine.
- New content programs with AFAR, Lonely Planet, and Sunset.
- Working with BBC Storyworks on a Wellness Series and are partnering with Kate Anderson and Agua Caliente Band of Cahuilla Indians on this project.
- A sustainable travel documentary series is planned via Zinc Media, a production company in Partnership with Sustainable Travel International and Sublime Magazine.

#### Social & Web Marketing:

- Updated or created 60 new content pieces since March.
- We just launched the first season of "Your Guide To" Series - all videos can be found on our YouTube channel.
- We are working with Crowdriff Creators and Sonic Gods to enhance and expand our influencer/content strategy.
- Getting ready to launch Chatbot + AI messaging, which will improve visitor experience on the VGPS website.

#### Convention Sales Marketing:

- New Campaign with Greenhaus planned to rollout in late Q3.
- Presented the Convention Sales Media Plan.
- IGLTA (The International LGBTQ+ Travel Association) will be hosted in Palm Springs in 2025.

#### Media/Communications:

- Launched a new international campaign with FINN Partners.
    - UK/Ireland Activation taking place the first two weeks of September. Activations planned in Dublin, Edinburgh, Manchester, and London.
  - Working with Visit California and Brand USA for expanded international marketing in UK/Ireland, Germany, Australia, France, Mexico, and Canada.
  - Hosted 69 Media in-market from March-June and attended 7 shows.
  - Had over 130 articles since March.
-

- Launched 'Meet the Mentors' program, which partners aspiring travel writers with accomplished media mentors – Visit Greater Palm Springs creates custom itineraries for each pair – will post their stories on our website.
- Taking part in new Missions/Tradeshows, FAMS/events, activations, and podcast opportunities in 2023-2024.

#### **Convention Sales & Tourism Development Updates:**

Carolina Viazcan presented our Tourism Development updates.

- Introduced our new Tourism Development Sales Manager, Oleg Nakonechny.
- Highlighted programs and events we attended or hosted from March through May.
- Summer Programming includes eight programs we plan to take part in from June through August.
- IPW 2024 is taking place in LA. We will have an expanded presence with custom branding in California Plaza, hosting a wellness lounge and booth for appointments.

Carolina Viazcan presented our Convention Sales updates.

- Showed Convention Sales future pace and production.
- Recap of twenty four March – June Sales Events & Tradeshows.
- Recap of three March-June FAMS.
- Adding five tradeshows to the travel schedule for additional presence.

#### **Partnership Updates:**

Davis Meyer presented our Partnership updates:

- Raised over \$35k for the Greater Palm Springs Tourism Foundation on May 4<sup>th</sup> during our Tourism Foundation Golf Tournament.
- May 7-13 was National Travel and Tourism Week. Visit Greater Palm Springs brought out our DEI partner, Travel Unity, to host our events.
- The Tourism Foundation contributed \$12k to help 11 College of the Desert Hospitality Management Students Study Abroad in Japan.
  - Visit Greater Palm Springs has since hired one of the students.
- Restaurant Week was very successful. 86 restaurants participated, and we donated over \$4k to FIND Food Bank. Recapped the Restaurant Week Media Plan.
- Autism Certification – Congratulations to JW Marriott Desert Springs and Rancho mirage Library & Observatory for becoming certified.
  - We are still in need of 3 hotels, 2 restaurants, 1 civic/recreation company and 3 entertainment companies to become certified in order for us to receive Destination Certification.
- Short-Term Vacation Rental Summer Webinar Series starts in mid-July and can be found on [greaterpalmsprings.rentresponsibly.org](https://greaterpalmsprings.rentresponsibly.org)

#### **Fiscal Year 2023/2024 Budget Review:**

- Recommended TBID is \$22.8 million
- Funding Comparison shows 2022/2023 was \$28 million / proposing a budget of \$31 million for 2023/2024.

#### **VGPS Board (BOD VOTE only)**

##### **• Approval of Proposed 2023-2024 Budget**

BOD Chair, Rolf Hoehn, called for an approval of the Proposed 2023/2024 Budget. Aftab Dada with Hilton Palm Springs made a motion to approve, and Tim Ellis with Ellis Hospitality Services seconded. All approved. No abstentions.

##### **• Approval of TBID Annual Report (by Civitas) – Required by State of California**

BOD Chair, Rolf Hoehn, called for an approval of the TBID Annual Report. Brad Poncher with Homewood Suites by Hilton La Quinta made a motion to approve, and Lorraine Becker with Cabot's Pueblo Museum seconded. All approved. No abstentions.

##### **• Approval of Resolution No. BOD 2023-003 – Amended & Restated VGPS BOD Bylaws**

A Resolution to approve Amending and Restating the Bylaws and Adopting the Category of Board Member Emeritus was presented for approval. Aftab Dada with Hilton Palm Springs made a motion to approve, and Nusrat Mirza with JW Marriott Desert Springs seconded. No abstentions. All approved.



- **Approve Shannon Gilbert from The Ritz-Carlton, Rancho Mirage, Saverio Scheri from Agua Caliente Casinos, and Kevin Barnes from Miramonte Resort & Spa for Board of Directors seat (Tim Ellis)**

Tim Ellis called for an approval of Shannon Gilbert, Saverio Scheri, and Kevin Barnes for seats on the Board of Directors. Bob Schneider with Desert Consulting made a motion to approve, and Celeste Brackley with Saguaro Palm Springs & Line Hotels seconded. All approved. No abstentions.

#### JPA EXECUTIVE COMMITTEE ITEMS (Only the JPA Executive Committee Votes)

- **Approval of Proposed 2023-2024 Budget**

JPA Chair, Gary Gardner, called for an approval of the Proposed 2023/2024 Budget. Mayor Linda Evans with City of La Quinta made a motion to approve, and Mayor Pro Tem Steve Downs with City of Rancho Mirage seconded. No abstentions. All approved.

- **Approval of Resolution No. JPA 2023-004 – Carrying Over Funds to FY 2023/2024**

A Resolution to approve Carrying Over Funds to fiscal year 2023/2024 was presented for approval. Mayor Linda Evans with City of La Quinta made a motion to approve, and Mayor Pro Tem Jeffrey Bernstein with City of Palm Springs seconded. All approved. No abstentions.

- **Approval of Resolution No. JPA 2023-006 - Authorizing Investment of Monies in the Local Agency Investment Fund**

A Resolution to approve Authorizing Investment of Monies in the Local Agency Investment Fund was presented for approval. Mayor Linda Evans with City of La Quinta made a motion to approve, and Mayor Pro Tem Jeffrey Bernstein with City of Palm Springs seconded. All approved. No abstentions.

- **Approval of Resolution No. JPA 2023-007 - Authorizing Change in Bank Signers and Pacific Premier Bank to Provide Other Financial Services**

A Resolution to approve Authorizing Change in Bank Signers and Pacific Premier Bank to Provide Other Financial Services was presented for approval. Mayor Linda Evans with City of La Quinta made a motion to approve, and Mayor Pro Tem Jeffrey Bernstein with City of Palm Springs seconded. All approved. No abstentions.

- **Approval of Resolution No. JPA 2023-005 - Opposing Senate Bill 584**

A Resolution to approve Opposing Senate Bill 584 was presented for approval. Mayor Linda Evans with City of La Quinta made a motion to approve, and Council Member Jan Harnik with City of Palm Desert seconded. All approved. No abstentions.

- **Approval of TBID Annual Report (by Civitas) – Required by State of California**

BOD Chair, Rolf Hoehn, called for an approval of the TBID Annual Report. Mayor Pro Tem Jeffrey Bernstein with City of Palm Springs made a motion to approve, and Council Member Jan Harnik with City of Palm Desert seconded. All approved. No abstentions.

#### JPA EXECUTIVE COMMITTEE & BOARD OF DIRECTORS UPDATES

- Mayor Linda Evans recommended forming a committee on utilizing the VGPS resources to work business attraction to diversify our local economy.
- Mayor Linda Evans: Work with Scott to explore what would the VGPS entity look like if we were to embark on economic development in the valley. Maybe a study session, or sub-committee.
- Jan Harnik agrees with Linda Evans – how do we create meaningful jobs in tourism?
- Hear from those investors in CVEP and especially those that are not investors. We need further discussion.
- Waymond Fermon: Reminder of the free concert series in downtown Indio, and Food Truck Fridays.

#### FUTURE MEETING DATE

- September 29, 2023 | Agua Caliente Resort & Spa, Rancho Mirage

#### ADJOURNMENT

The meeting was adjourned by Scott White & Gary Gardner at 10:16 a.m.

**Prepared by:**

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Sarah Goslin  
Executive Assistant & Board Administrator

**Visit GPS Board of Directors Secretary:**

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Tom Scaramellino, Secretary

**Approval Date:**

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The following pages reflect the payments issued for the period of  
June 01, 2023 through June 30, 2023 from Pacific Premier Bank.



\_\_\_\_\_  
Scott White, President/CEO  
Visit Greater Palm Springs



\_\_\_\_\_  
William Judson, Vice President, Finance and Administration  
Visit Greater Palm Springs



\_\_\_\_\_  
Aftab Dada, Treasurer, Board of Directors



**Company name:** Visit Greater Palm Springs

**Report name:** Check register

**Created on:** 9/6/2023

**Bank**                    **Operating - P&A**    **Account no: 8000212688**

Date	Vendor	Document no.	Amount
6/8/2023	V00756--ACS Air Conditioning Service	60572	2,831.00
6/1/2023	V00017--Ailevon, LLC	60543	7,067.75
6/29/2023	V00021--American Express - Business Green Rewards	60672	934.16
6/1/2023	V00021--American Express - Business Green Rewards	60544	2,432.76
6/16/2023	V00022--American Express - Business Platinum Card	60608	844.99
6/16/2023	V00031--Angie Day		2,590.96
6/22/2023	V00042--Association of Canadian Travel Agencies #	60653	1,874.54
6/8/2023	V00044--AT&T Mobility	60573	1,405.17
6/29/2023	V00917--Atlantic Link aps #	202306290129606	690.00
6/29/2023	V00837--AVIAREPS Holdings Ltd #	202306290129607	718.50
6/2/2023	V00049--AVIAREPS Marketing Garden Holdings Ltd #	202306020047941	1,500.00
6/16/2023	V00819--Baker Tilly US, LLP	60609	1,885.00
6/22/2023	V01057--BARR Center	60654	3,780.00
6/22/2023	V00056--BASIC Benefits	60655	217.02
6/29/2023	V00057--BASIC PVR	60673	5,146.72
6/1/2023	V00057--BASIC PVR	60545	5,188.38
6/29/2023	V00655--Best Best & Krieger	60674	4,790.00
6/16/2023	V00073--Brandini	60610	126.00
6/8/2023	V00078--Burrtec Waste & Recycling Svcs	60574	226.03
6/6/2023	V00089--CalPERS Fiscal Services Division	100000017174033	88,788.20
6/16/2023	V00090--CalSAE	60611	20,000.00
6/29/2023	V00093--Cardiff Limousine & Transportation	60675	323.00
6/16/2023	V00093--Cardiff Limousine & Transportation	60612	12,233.45
6/8/2023	V00093--Cardiff Limousine & Transportation	60575	3,027.43
6/16/2023	V00094--CDW Government	60613	31.90
6/8/2023	V00117--Civitas	60576	2,600.00
6/16/2023	V00122--Coachella Valley Water District	60614	172.29
6/8/2023	V00122--Coachella Valley Water District	60577	171.12
6/29/2023	V00124--Colonial Life Premium Processing	60676	3,871.50
6/1/2023	V00124--Colonial Life Premium Processing	60546	3,985.46
6/1/2023	V00128--Comtron Systems, Inc.	60547	1,175.00
6/22/2023	V00129--Concur Technologies, Inc.	60656	1,347.15
6/29/2023	V00857--Cord Media	60677	9,750.00
6/1/2023	V00866--CoStar Realty Information	60548	300.00
6/8/2023	V00138--CRD International GmbH #	20236080073324	3,333.00
6/8/2023	V00851--Creative Monster	60578	2,175.00
6/8/2023	V01044--Crystal Fantasy LLC	60579	287.79
6/8/2023	V00141--CVB REPS	60580	500.00
6/16/2023	V00897--Dana Fury		1,095.67
6/16/2023	V00845--David Dixon	60615	800.00
6/6/2023	V00885--Davis Q Meyer		1,301.97
6/29/2023	V00144--De Lage Landen Financial Services, Inc.	60678	406.06
6/8/2023	V00908--DeAztlan Consulting LLC	60581	1,000.00
6/8/2023	V01051--Department of Labor & Industries	60582	10.00



6/16/2023	V00275--Joanne Ohanesian		488.40
6/9/2023	V00275--Joanne Ohanesian		122.61
6/8/2023	V01052--Joanne Yanovick	60591	85.88
6/1/2023	V00964--Joshua Tree Coffee Company, LP	60558	193.50
6/9/2023	V00281--Joyce Kiehl		1,792.37
6/9/2023	V00888--Julie Kawaguchi		112.96
6/9/2023	V00883--Julie Sinclair		880.81
6/8/2023	V00955--Lara Hancock	60592	262.63
6/16/2023	V00303--Leadership Coachella Valley	60630	1,500.00
6/8/2023	V01048--Lulu California Bistro	60594	12,500.00
6/21/2023	V00330--Mary Ryan		2,230.18
6/16/2023	V00330--Mary Ryan		1,499.82
6/6/2023	V00330--Mary Ryan		1,073.66
6/8/2023	V01043--Master Connection Associates	60595	3,750.00
6/9/2023	V00333--Matt Bark		436.23
6/22/2023	V00835--Medical Air Services Association (MASA)	60661	419.00
6/1/2023	V00835--Medical Air Services Association (MASA)	60560	433.00
6/15/2023	V00338--Metropolitan Life Insurance Company	60631	5,978.24
6/8/2023	V00862--Michael Dominguez	60596	340.70
6/23/2023	V00824--Mission Square Retirement - 457 B #	322285780004838	10,413.90
6/8/2023	V00824--Mission Square Retirement - 457 B #	322285780027519	10,406.04
6/1/2023	V00824--Mission Square Retirement - 457 B #	322285780022560	11,606.42
6/23/2023	V00825--Mission Square Retirement - RHS #	322285780004840	1,150.00
6/8/2023	V00825--Mission Square Retirement - RHS #	322285780027517	1,150.00
6/1/2023	V00825--Mission Square Retirement - RHS #	322285780022562	1,150.00
6/28/2023	V00860--Mission Square Retirement 401 (a) #	322285780005758	50,521.11
6/1/2023	V00351--MMGY Global, LLC NJF	60561	257.50
6/8/2023	V00359--MSi #	202306080073323	750.00
6/16/2023	V00362--National Association for Catering & Events (NA	60632	1,659.00
6/16/2023	V00365--National Tour Association	60633	1,495.00
6/8/2023	V01049--Nicole A. Trigg	60597	400.00
6/29/2023	V00377--ODP Business Solutions, LLC	60685	315.00
6/22/2023	V00377--ODP Business Solutions, LLC	60662	755.10
6/16/2023	V00377--ODP Business Solutions, LLC	60634	186.60
6/8/2023	V00377--ODP Business Solutions, LLC	60598	23.31
6/1/2023	V00377--ODP Business Solutions, LLC	60562	1,014.23
6/21/2023	V00905--Oleg Nakonechny		765.01
6/9/2023	V00905--Oleg Nakonechny		2,241.21
6/16/2023	V00381--Omni Rancho Las Palmas Resort & Spa	60635	2,678.20
6/23/2023	V01059--Out4You Limited #	202306230113877	9,995.00
6/29/2023	V01028--Page Design Group	60686	7,500.00
6/22/2023	V01028--Page Design Group	60664	7,500.00
6/16/2023	V01028--Page Design Group	60636	5,025.00
6/1/2023	V00394--Palm Springs Candy Company	60563	299.25
6/16/2023	V00398--Palm Springs International Film Society or PSI	60637	15,000.00
6/29/2023	V00400--Palm Springs Power Baseball	60687	885.00
6/1/2023	V00695--Palms to Pines Printing & Promotional Products	60564	610.42
6/1/2023	V01038--Patricia Ann Coles	60565	944.48
6/16/2023	V00412--Petty Cash	60638	386.70
6/16/2023	V00913--PJ's Desert Trophies & Gifts	60639	1,017.25

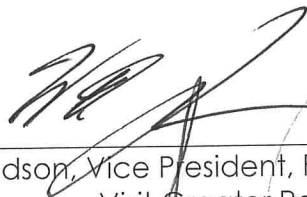
6/29/2023	V01065--Pro-Sports Marketing of California	60688	3,000.00
6/16/2023	V01033--Properties With Purpose, Inc.	60640	75,000.00
6/8/2023	V00829--R & S Commercial Cleaning Inc	60599	1,700.00
6/8/2023	V01045--Rent Responsibly Inc	60600	11,992.00
6/9/2023	V00889--Richard Ainsworth		15.07
6/8/2023	V01041--Ruberry Salsa LLC	60601	395.50
6/21/2023	V00473--Scott L White		3,705.24
6/16/2023	V00473--Scott L White		6,266.35
6/29/2023	V00769--Simpleview	60689	1,180.00
6/16/2023	V00769--Simpleview	60641	2,500.00
6/1/2023	V00769--Simpleview	60566	2,400.00
6/23/2023	V00492--SITE(Society for Incentive Travel Excellence)	322285780010014	12,000.00
6/16/2023	V00770--Slovak Baron Empey Murphy & Pinkney LLP	60642	2,696.90
6/29/2023	V01008--SoCal Electrical & Lighting, Inc.	60690	3,253.30
6/16/2023	V00498--Sonic Gods #	322285780014377	15,000.00
6/29/2023	V00500--Southern California Edison	60692	5,593.24
6/29/2023	V00500--Southern California Edison	60691	3,902.01
6/22/2023	V00508--Sprout Social	60665	6,238.58
6/16/2023	V00508--Sprout Social	60643	23,380.00
6/29/2023	V00517--Strategic Marketing & Research Insights, Inc.	60693	115,000.00
6/22/2023	V00523--Summerland Creative	60666	11,500.00
6/16/2023	V00893--Susan Esterling		236.90
6/21/2023	V00526--Suzanne Aed		931.29
6/9/2023	V00526--Suzanne Aed		1,732.58
6/16/2023	V00747--Tallgrass Trading Company	60644	400.00
6/16/2023	V00531--Tammy Bucklin		272.16
6/6/2023	V00531--Tammy Bucklin		93.44
6/29/2023	V01067--The Burdette Agency, Inc.	60694	9,877.77
6/29/2023	V00854--The Lincoln National Life Insurance Company	60695	4,213.30
6/29/2023	V00561--The Ritz-Carlton, Rancho Mirage	60696	2,491.72
6/29/2023	V00569--Threshold 360, Inc.	60697	4,000.00
6/16/2023	V00569--Threshold 360, Inc.	60645	1,000.00
6/30/2023	V00782--Tourism Economics #	322285780028722	23,850.00
6/20/2023	V00782--Tourism Economics #	322285780006351	30,800.00
6/16/2023	V01056--Tourneau, LLC	60646	3,355.98
6/16/2023	V00574--TPX Communications	60647	3,272.87
6/8/2023	V00578--Travel Unity, Inc.	60602	24,994.00
6/16/2023	V01055--TravelAbility	60648	1,795.00
6/8/2023	V00587--Truly Nolen	60603	87.00
6/29/2023	V00600--Union Bank	60698	1,233.66
6/29/2023	V00604--United Way of the Desert	60699	118.00
6/1/2023	V00604--United Way of the Desert	60567	118.00
6/29/2023	V00606--UPS - United Parcel Service	60700	1,639.74
6/22/2023	V00606--UPS - United Parcel Service	60667	3,472.24
6/16/2023	V00606--UPS - United Parcel Service	60649	2,492.12
6/8/2023	V00606--UPS - United Parcel Service	60604	40.30
6/1/2023	V00606--UPS - United Parcel Service	60568	640.62
6/29/2023	V00607--UPS Supply Chain Solutions, Inc.	60701	315.77
6/22/2023	V00607--UPS Supply Chain Solutions, Inc.	60668	392.90
6/16/2023	V00607--UPS Supply Chain Solutions, Inc.	60650	148.48

6/1/2023	V00607--UPS Supply Chain Solutions, Inc.	60569	18.59
6/8/2023	V00800--Vacation Rental Compliance	60605	4,850.00
6/22/2023	V00612--Valley Office Equipment	60669	844.56
6/22/2023	V01060--VanSant Studios, LLC.	60670	500.00
6/1/2023	V00622--Vision Service Plan (CA)	60570	972.66
6/29/2023	V00623--Visit California	60702	5,000.00
6/29/2023	V00628--Visit USA Committee/ France #	202306290129603	913.53
6/16/2023	V00635--Wellness Tourism Association	60651	10,000.00
6/16/2023	V00892--William E Trokey		1,024.78
6/29/2023	V01058--XIL Productions	60703	640.00
6/29/2023	V00642--Xpress Graphics	60704	141.23
6/22/2023	V00642--Xpress Graphics	60671	1,397.35
6/16/2023	V00642--Xpress Graphics	60652	206.75
6/8/2023	V00642--Xpress Graphics	60606	199.62
6/1/2023	V00642--Xpress Graphics	60571	1,811.30
6/8/2023	V01042--Zash Snacks LLC	60607	825.00
	<b>Total for Operating</b>		<b>2,056,188.50</b>

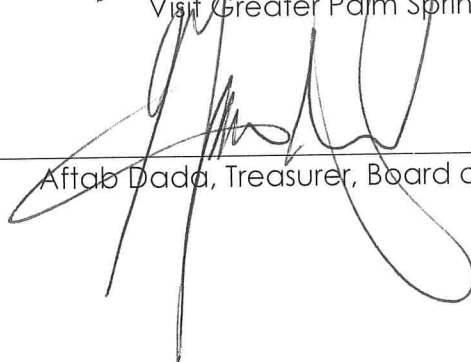
The following pages reflect the payments issued for the period of  
July 01, 2023 through July 31, 2023 from Pacific Premier Bank.



Scott White, President/CEO  
Visit Greater Palm Springs



William Judson, Vice President, Finance and Administration  
Visit Greater Palm Springs



Aftab Dada, Treasurer, Board of Directors





**Company name:** Visit Greater Palm Springs  
**Report name:** Check register  
**Created on:** 9/6/2023  
**Bank** **Operating - Pacific Premier Bank**  
**Account no: 8000212688**

Date	Vendor	Document no.	Amount
7/10/2023	V00003--2Synergize, LLC	60707	10,000.00
7/10/2023	V00017--Ailevon, LLC	60708	7,067.75
7/10/2023	V01046--Alexander Vidal Santillanes	60709	4,725.00
7/17/2023	V00021--American Express - Business Green Rewards	60735	339.10
7/24/2023	V00022--American Express - Business Platinum Card	60793	3,499.99
7/24/2023	V00026--ASTA	60768	4,600.00
7/17/2023	V00044--AT&T Mobility	60736	1,424.01
7/24/2023	V01069--BBC Global News Limited	60769	57,180.20
7/10/2023	V01064--Bieneck International, Inc. dba B-FOR International	60710	8,955.00
7/10/2023	V00789--Black Diamond #	202307100068318	2,500.00
7/17/2023	V00656--Blueviolet Networks	60737	3,400.00
7/10/2023	V00882--Box of Kittens	60711	8,300.00
7/10/2023	V00073--Brandini	60712	230.40
7/24/2023	V00867--Brown & Bigelow, Inc	60770	1,157.41
7/10/2023	V00834--Bruce B Whitman	60713	50.00
7/6/2023	V00089--CalPERS Fiscal Services Division	18001000000	89,873.70
7/24/2023	V00093--Cardiff Limousine & Transportation	60771	2,045.90
7/24/2023	V00094--CDW Government	60772	1,172.22
7/10/2023	V00094--CDW Government	60714	16,152.80
7/17/2023	V01070--Chi Sustainability Consulting, LLC #	60765	1,650.00
7/24/2023	V00128--Comtron Systems, Inc.	60773	1,175.00
7/10/2023	V00873--Connect Worldwide	60715	354.14
7/24/2023	V00142--CVENT, Inc	60774	4,000.00
7/24/2023	V00144--De Lage Landen Financial Services, Inc.	60775	999.64
7/17/2023	V00144--De Lage Landen Financial Services, Inc.	60738	999.64
7/17/2023	V00148--Desert Arc	60739	1,200.00
7/10/2023	V00830--Desert Arc Recycling	60716	40.00
7/10/2023	V00678--Desert Promotional & Embroidery, LLC	60717	11.42
7/17/2023	V00159--Destination PSP	60740	123.18
7/17/2023	V00179--Enterprise	60741	1,389.53
7/17/2023	V00692--Eric Scott Caplan	60742	229.80
7/24/2023	V00861--Finn Partners Limited #	202307240110874	375,104.00
7/10/2023	V00861--Finn Partners Limited #	202307100068315	14,999.99
7/24/2023	V00207--Frontier Communications	60776	186.12
7/17/2023	V01074--Furniture First, Inc.	60743	2,000.00
7/10/2023	V00696--Gary R. Gardner	60718	50.00
7/10/2023	V01061--GBT US LLC	60719	10,000.00
7/24/2023	V00223--Golfpac Travel	60777	8,000.00
7/17/2023	V00803--Granite & Light LLC	60744	9,750.00
7/10/2023	V00805--Greenhaus, Inc	60720	25,000.00
7/10/2023	V00832--Jeffrey Adam Bernstein	60721	50.00
7/24/2023	V00274--JNS Media Specialist	60778	871,623.67
7/17/2023	V00274--JNS Media Specialist	60745	69,688.97
7/10/2023	V00274--JNS Media Specialist	60722	41,784.01

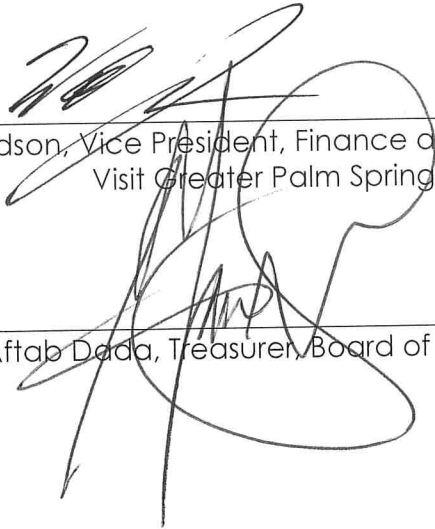
7/10/2023	V00875--LNRS Data Services Inc	60723	2,895.12
7/17/2023	V00326--Maritz Global Events Inc.	60746	6,000.00
7/17/2023	V00335--Meeting Professionals International	60747	530.00
7/17/2023	V00338--Metropolitan Life Insurance Company	60748	7,106.34
7/26/2023	V00824--Mission Square Retirement - 457 B #	322285780007249	13,291.39
7/11/2023	V00824--Mission Square Retirement - 457 B #	322285780004189	10,108.51
7/26/2023	V00825--Mission Square Retirement - RHS #	322285780007251	1,150.00
7/11/2023	V00825--Mission Square Retirement - RHS #	322285780004191	1,150.00
7/17/2023	V00352--mN' Organisation #	202307170073053	13,950.00
7/24/2023	V01075--Nikki Abig	60779	653.20
7/10/2023	V00890--OMMAC Ltd. #	202307100068317	4,258.86
7/17/2023	V00412--Petty Cash	60749	66.72
7/24/2023	V00869--PLUS Studios, LLC	60780	36,028.55
7/24/2023	V00439--Quadient Finance USA, Inc.	60781	47.19
7/17/2023	V00439--Quadient Finance USA, Inc.	60750	604.21
7/24/2023	V00440--Quadient Leasing USA, Inc.	60782	2,716.31
7/10/2023	V00829--R & S Commercial Cleaning Inc	60724	1,700.00
7/17/2023	V00443--Rancho Mirage Cleaners	60751	412.00
7/10/2023	V00833--Rita Lamb	60725	50.00
7/10/2023	V01071--San Diego ASTA Chapter	60726	450.00
7/17/2023	V00480--Shields Date Garden	60752	610.20
7/10/2023	V00769--Simpleview	60727	100,000.00
7/17/2023	V01002--Simpleview Canada, Inc.	60753	2,622.00
7/17/2023	V00770--Slovak Baron Empey Murphy & Pinkney LLP	60754	7,986.00
7/10/2023	V01008--SoCal Electrical & Lighting, Inc.	60728	3,934.89
7/24/2023	V00498--Sonic Gods #	60783	845.00
7/17/2023	V00500--Southern California Edison	60755	13.71
7/10/2023	V00877--Stephan G Downs	60729	50.00
7/24/2023	V00810--Superbloom Group LLC	60784	6,375.00
7/17/2023	V00776--Tasmark Enterprises	60756	300.00
7/17/2023	V00854--The Lincoln National Life Insurance Company	60757	4,154.50
7/24/2023	V00046--The Printing Place	60785	7,370.10
7/17/2023	V00561--The Ritz-Carlton, Rancho Mirage	60758	598.01
7/24/2023	V00569--Threshold 360, Inc.	60786	6,500.00
7/24/2023	V00574--TPX Communications	60787	3,284.32
7/17/2023	V00578--Travel Unity, Inc.	60759	549.22
7/24/2023	V00587--Truly Nolen	60788	87.00
7/10/2023	V00597--Uline	60730	279.86
7/24/2023	V00606--UPS - United Parcel Service	60789	248.39
7/17/2023	V00606--UPS - United Parcel Service	60760	1,227.09
7/24/2023	V00607--UPS Supply Chain Solutions, Inc.	60790	216.55
7/18/2023	V00609--US Travel Association #	322285780007237	19,218.75
7/10/2023	V00800--Vacation Rental Compliance	60731	4,750.00
7/24/2023	V00612--Valley Office Equipment	60791	688.85
7/17/2023	V00622--Vision Service Plan (CA)	60761	957.99
7/10/2023	V00786--Waymond Fermon	60732	50.00
7/17/2023	V00635--Wellness Tourism Association	60762	1,500.00
7/17/2023	V01072--Western Propane Gas Assoc.	60763	1,827.00
7/10/2023	V00788--Xochitl Peña	60733	375.00
7/24/2023	V00642--Xpress Graphics	60792	474.14

7/17/2023	V00642--Xpress Graphics	60764	720.17
7/10/2023	V00642--Xpress Graphics	60734	263.34
	<b>Total for Operating</b>		<hr/> <b>1,944,328.07</b>

The following pages reflect the payments issued for the period of  
August 01, 2023 through August 31, 2023 from Pacific Premier Bank.



Scott White, President/CEO  
Visit Greater Palm Springs



William Judson, Vice President, Finance and Administration  
Visit Greater Palm Springs



Aftab Dada, Treasurer, Board of Directors





**Company name:** Visit Greater Palm Springs  
**Report name:** Check register  
**Created on:** 9/6/2023  
**Bank** **Operating - Pacific Premier Bank**  
**Account no: 8000212688**

Date	Vendor	Document no.	Amount
8/11/2023	V00005--4imprint, Inc.	60837	274.01
8/24/2023	V00010--Ace Hotel & Swim Club	60899	259.60
8/17/2023	V00925--Actuarial Retirement Consulting	60877	500.00
8/17/2023	V01083--Agricultural Media Summit, LLC	60878	5,990.00
8/31/2023	V00017--Ailevon, LLC	60922	7,067.75
8/11/2023	V00017--Ailevon, LLC	60838	14,135.50
8/3/2023	V00017--Ailevon, LLC	60794	7,067.75
8/11/2023	V00650--Alexandra Pawelski	60839	14,900.00
8/24/2023	V00022--American Express - Business Platinum Card	60900	172.04
8/11/2023	V01078--ASAE: The Center for Association Leadership	60840	167,500.00
8/3/2023	V01079--Association of Meeting Professionals	60795	500.00
8/31/2023	V00026--ASTA	60923	40,000.00
8/11/2023	V00044--AT&T Mobility	60841	1,439.98
8/11/2023	V01081--Awesome Events by Jessica	60842	160.00
8/17/2023	V00056--BASIC Benefits	60879	217.02
8/3/2023	V00056--BASIC Benefits	60796	212.47
8/3/2023	V00057--BASIC PVR	60797	5,063.38
8/17/2023	V00655--Best Best & Krieger	60880	1,837.50
8/3/2023	V00655--Best Best & Krieger	60798	4,392.50
8/17/2023	V00846--Best Signs Inc	60881	393.30
8/31/2023	V00656--Blueviolet Networks	60924	221.70
8/17/2023	V01082--Brand USA	60882	4,750.00
8/31/2023	V00073--Brandini	60925	115.20
8/11/2023	V00073--Brandini	60843	252.00
8/3/2023	V00073--Brandini	60799	349.20
8/31/2023	V00867--Brown & Bigelow, Inc	60926	1,359.42
8/3/2023	V00867--Brown & Bigelow, Inc	60800	1,265.12
8/31/2023	V00078--Burrtec Waste & Recycling Svcs	60927	251.18
8/11/2023	V00078--Burrtec Waste & Recycling Svcs	60844	251.18
8/11/2023	V00088--California Travel Association	60845	58,475.00
8/7/2023	V00089--CalPERS Fiscal Services Division	100000017234309	87,132.56
8/24/2023	V00093--Cardiff Limousine & Transportation	60901	875.20
8/17/2023	V00093--Cardiff Limousine & Transportation	60883	249.80
8/11/2023	V00093--Cardiff Limousine & Transportation	60846	16,948.17
8/3/2023	V00093--Cardiff Limousine & Transportation	60801	4,646.70
8/31/2023	V00094--CDW Government	60928	347.33
8/24/2023	V00122--Coachella Valley Water District	60902	222.02
8/3/2023	V00122--Coachella Valley Water District	60802	178.14
8/31/2023	V00124--Colonial Life Premium Processing	60929	3,497.92
8/3/2023	V00124--Colonial Life Premium Processing	60803	3,463.76
8/3/2023	V00866--CoStar Realty Information	60804	690.00
8/31/2023	V01090--CrushCrush Promos	60930	415.13
8/11/2023	V01080--CV Strategies	60847	3,721.25
8/31/2023	V00144--De Lage Landen Financial Services, Inc.	60931	227.85
8/24/2023	V00144--De Lage Landen Financial Services, Inc.	60903	212.19

8/17/2023	V00144--De Lage Landen Financial Services, Inc.	60884	1,048.08
8/3/2023	V00144--De Lage Landen Financial Services, Inc.	60805	203.03
8/17/2023	V00148--Desert Arc	60885	1,200.00
8/11/2023	V00148--Desert Arc	60848	225.00
8/3/2023	V00830--Desert Arc Recycling	60806	40.00
8/3/2023	V00152--Desert Fire Extinguisher Co, Inc.	60807	225.05
8/17/2023	V00678--Desert Promotional & Embroidery, LLC	60886	78.30
8/11/2023	V00678--Desert Promotional & Embroidery, LLC	60849	11.42
8/31/2023	V00159--Destination PSP	60932	1,516.39
8/24/2023	V00159--Destination PSP	60904	262.21
8/3/2023	V00159--Destination PSP	60808	2,192.13
8/3/2023	V00802--Direct Source Distributing	60809	4,038.27
8/3/2023	V01077--Encore Group (USA) LLC	60810	1,040.00
8/11/2023	V00179--Enterprise	60850	1,188.89
8/11/2023	V00690--Epic Entertainment, LLC	60851	750.00
8/31/2023	V00692--Eric Scott Caplan	60933	544.80
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8/11/2023	V00861--Finn Partners Limited #	202308110078731	90,217.74
8/17/2023	V00195--Fired Up Culture	60888	7,600.00
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8/24/2023	V00207--Frontier Communications	60905	186.12
8/31/2023	V00722--Garcia Plumbing	60934	225.60
8/4/2023	V00791--Gate 7 #	202308040076037	13,525.00
8/11/2023	V00228--Greater Coachella Valley Chamber of Commerce	60855	5,500.00
8/31/2023	V00805--Greenhaus, Inc	60935	996.72
8/31/2023	V00699--Greg Archer	60936	400.00
8/31/2023	V00243--Hotel Paseo	60937	1,654.43
8/24/2023	V00251--Hydro Flask aka Steel Technology LLC	60906	1,138.32
8/3/2023	V00259--Image360	60814	136.50
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8/29/2023	V01089--J. Wallin Opinion Research	322285780005430	26,538.00
8/31/2023	V00274--JNS Media Specialist	60938	27,112.18
8/24/2023	V00274--JNS Media Specialist	60907	28,909.41
8/17/2023	V00274--JNS Media Specialist	60889	51,803.79
8/11/2023	V00274--JNS Media Specialist	60857	108,436.02
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8/17/2023	V00287--Keenan & Associates	60890	22,750.65
8/24/2023	V00967--LA Artista Design, Inc.	60908	955.94
8/31/2023	V00303--Leadership Coachella Valley	60939	1,200.00
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8/11/2023	V00308--LifeStream	60858	5,000.00
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8/24/2023	V00999--Manuel Elziciano Dela Rosa	60910	500.00

8/17/2023	V00835--Medical Air Services Association (MASA)	60891	405.00
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8/24/2023	V00338--Metropolitan Life Insurance Company	60911	7,045.96
8/3/2023	V00338--Metropolitan Life Insurance Company	60819	6,806.78
8/31/2023	V01016--Miguel Oscar Vidal	60941	1,650.00
8/24/2023	V01016--Miguel Oscar Vidal	60912	1,450.00
8/25/2023	V00824--Mission Square Retirement - 457 B #	322285780012451	10,938.56
8/9/2023	V00824--Mission Square Retirement - 457 B #	322285780007159	10,752.03
8/25/2023	V00825--Mission Square Retirement - RHS #	32228578001245	1,150.00
8/9/2023	V00825--Mission Square Retirement - RHS #	322285780007157	1,150.00
8/17/2023	V00349--MJMeetings, LLC	60892	1,850.00
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8/24/2023	V00351--MMGY Global, LLC NJF	60913	8,127.42
8/11/2023	V00352--mN' Organisation #	202308110077006	8,363.39
8/4/2023	V00352--mN' Organisation #	202308040076040	2,149.28
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8/31/2023	V00377--ODP Business Solutions, LLC	60942	662.96
8/24/2023	V00377--ODP Business Solutions, LLC	60914	971.91
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8/4/2023	V00890--OMMAC Ltd. #	202308041176039	3,571.71
8/3/2023	V00391--Palm Springs Aerial Tramway	60822	269.50
8/31/2023	V00394--Palm Springs Candy Company	60943	190.00
8/24/2023	V00394--Palm Springs Candy Company	60915	38.00
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8/31/2023	V00695--Palms to Pines Printing & Promotional Products	60944	1,530.05
8/11/2023	V00695--Palms to Pines Printing & Promotional Products	60861	1,934.95
8/31/2023	V00407--PATA San Diego Chapter	60945	499.00
8/11/2023	V00412--Petty Cash	60862	98.48
8/3/2023	V00869--PLUS Studios, LLC	60823	11,086.76
8/31/2023	V00439--Quadient Finance USA, Inc.	60946	603.36
8/17/2023	V00440--Quadient Leasing USA, Inc.	60893	290.77
8/31/2023	V00829--R & S Commercial Cleaning Inc	60947	1,700.00
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8/3/2023	V01076--Rafael Lopez	60824	2,500.00
8/17/2023	V00445--Rand Larson & Associates Inc. dba Morningstar Product	60894	1,529.50
8/17/2023	V01084--Renova Energy Corp.	60895	45,244.00
8/31/2023	V01088--Rosendo H. Lopez dba Chendo's Screen Printing and Er	60948	42.50
8/11/2023	V00458--Run with Los Muertos	60864	5,000.00
8/11/2023	V00480--Shields Date Garden	60865	1,742.05
8/11/2023	V00769--Simpleview	60866	27,575.00
8/11/2023	V00770--Slovak Baron Empey Murphy & Pinkney LLP	60867	4,762.11
8/11/2023	V00499--Southern California Black Chamber of Commerce	60868	1,000.00
8/11/2023	V00500--Southern California Edison	60869	8,900.60
8/31/2023	V00983--Spark Clean Brite Carpet Cleaning & More	60949	4,500.00
8/11/2023	V00523--Summerland Creative	60870	9,000.00
8/11/2023	V00810--Superbloom Group LLC	60871	29,818.00
8/17/2023	V00544--The Hartford	60896	34,139.32
8/3/2023	V00544--The Hartford	60825	20,635.96
8/24/2023	V00854--The Lincoln National Life Insurance Company	60916	4,400.64
8/3/2023	V00854--The Lincoln National Life Insurance Company	60826	4,094.41
8/3/2023	V00572--TotalPlan Business Interiors, Inc.	60827	275.00

8/31/2023	V00574--TPX Communications	60950	3,398.68
8/31/2023	V00578--Travel Unity, Inc.	60951	2,000.00
8/3/2023	V00587--Truly Nolen	60828	87.00
8/11/2023	V00966--Tysen Knight Productions	60872	7,381.08
8/31/2023	V00597--Uline	60952	133.87
8/3/2023	V00597--Uline	60829	573.03
8/11/2023	V00600--Union Bank	60873	4,636.09
8/3/2023	V00604--United Way of the Desert	60830	88.00
8/31/2023	V00606--UPS - United Parcel Service	60953	454.12
8/24/2023	V00606--UPS - United Parcel Service	60917	433.06
8/17/2023	V00606--UPS - United Parcel Service	60897	122.92
8/11/2023	V00606--UPS - United Parcel Service	60874	4,612.47
8/3/2023	V00606--UPS - United Parcel Service	60831	4,143.98
8/11/2023	V00607--UPS Supply Chain Solutions, Inc.	60875	45.38
8/3/2023	V00607--UPS Supply Chain Solutions, Inc.	60832	29.04
8/3/2023	V00903--VACASA Seasonals, Inc	60833	48.32
8/3/2023	V00800--Vacation Rental Compliance	60834	5,000.00
8/31/2023	V00612--Valley Office Equipment	60954	659.38
8/3/2023	V00847--Vintage E & S, Inc dba Vintage Electric	60835	24,394.25
8/24/2023	V01087--Virgina Department of Taxation	60919	10.00
8/24/2023	V01087--Virgina Department of Taxation	60918	10.07
8/24/2023	V00622--Vision Service Plan (CA)	60920	986.34
8/3/2023	V00622--Vision Service Plan (CA)	60836	904.53
8/31/2023	V00623--Visit California	60955	4,000.00
8/31/2023	V00625--Visit Santa Barbara	60956	500.00
8/31/2023	V00788--Xochitl Peña	60957	300.00
8/24/2023	V00642--Xpress Graphics	60921	107.93
8/17/2023	V00642--Xpress Graphics	60898	130.23
8/11/2023	V00642--Xpress Graphics	60876	2,471.92
<b>Total for Operating</b>			<b>1,580,767.11</b>





## JPA Executive Committee and VGPS Board of Directors 2024 Joint Meeting Dates

<b>January 2024</b>	<b>Dark</b>
<b>February 2, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>March 29, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>April 2024</b>	<b>Dark</b>
<b>May 2024</b>	<b>Dark</b>
<b>June 14, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>July 2024</b>	<b>Dark</b>
<b>August 2024</b>	<b>Dark</b>
<b>September 2024</b>	<b>Dark</b>
<b>October 4, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>November 2024</b>	<b>Dark</b>
<b>December 6, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting

**Resolution No. JPA 2023-008**  
**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF VISIT GREATER PALM SPRINGS ("VGPS") MAKING CERTAIN REVISIONS TO VGPS' DEFINED BENEFIT PENSION PLAN AND APPROVING AN AMENDED AND RESTATED DEFINED BENEFIT PENSION PLAN, EFFECTIVE JULY 1, 2023**

**WHEREAS**, Visit Greater Palm Springs ("VGPS") is a joint powers authority operating under the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.), located in the County of Riverside, State of California; and

**WHEREAS**, VGPS sponsors VGPS's Defined Benefit Pension Plan (the "Plan"); and

**WHEREAS**, VGPS's pension counsel has recommended that several revisions be made to the Plan to comply with various federal and state laws, including but not limited to the Setting Every Community Up for Retirement Enhancement Act ("SECURE ACT") of 2019 and 2022, among other things.

**NOW, THEREFORE**, be it resolved by the Executive Committee of VGPS as follows:

**Section 1.      Effective Date of Amended and Restated Plan.**

That VGPS hereby approves and adopts the "Amended and Restated" Plan, effective as of July 1, 2023, in substantially the same form as attached hereto.

**Section 2.      Amendments.**

That VGPS's Defined Benefits Pension Plan shall also be amended as follows: (a) to conform with current legal requirements of a public agency pension plan under the provisions of the SECURE Act of 2019 and 2022; (b) to change name of the employer to Visit Greater Palm Springs to reflect the agency's current name; (c) to enhance readability, ease of interpretation, and clarity; (d) to eliminate non-applicable sections and references; (e) to replace male-centric pronouns; (f) to reinstate Cost of Living Adjustments for future retirees; (g) to add cost-neutral options for pension distributions; and (h) to make other revisions determined to be compatible with the contents of this resolution and as set forth in the Amended and Restated Plan, as attached hereto.

**Section 3.      Authorization.**

That the President/CEO, Vice President of Finance and Administration, and General Counsel are hereby authorized and directed to execute all necessary documents related to the implementation of the Amended and Restated Plan as approved by this Resolution.

**Section 4.      Severability.**

That the Executive Committee declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**Section 5.      Repeal of Conflicting Provisions.**

That all the provisions heretofore adopted by VGPS or the Executive Committee that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 6.      Effective Date.**

That this Resolution shall take effect immediately upon its adoption. This Resolution shall remain in full force and effect until rescinded by the VGPS Executive Committee by resolution.

**Section 7.      Certification.**

That the Clerk of the Executive Committee shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Executive Committee of Visit Greater Palm Springs held on the 29<sup>th</sup> day of September, 2023, by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

---

Gary Gardner, Chair  
Executive Committee  
Visit Greater Palm Springs

**ATTEST:**

---

Sarah Goslin, Clerk for the Executive Committee

**APPROVED AS TO FORM:**

---

Lena D. Wade, General Counsel

**VISIT GREATER PALM SPRINGS  
REVISED DEFINED BENEFIT PENSION PLAN  
EFFECTIVE JULY 1, 2023**

Executive Summary

The Visit Greater Palm Springs Pension Plan is a government pension plan for employees of Visit Greater Palm Springs who were employed prior to January 2013 and employees hired after this date who are Director-level and above. Participants employed prior to January 2013 are classified as Classic Members. Director-level and above hired after January 2013 are classified as New Members under PEPRAs.

The Plan has a 2% at age 62 design and was originally established in 1989. The Plan is self-funded and administered by Visit Greater Palm Springs and is 93.5% funded based on the most recent actuarial valuation.

The Plan was most recently updated nearly 10 years ago in 2014. An internal review was conducted by the VP Finance & Administration and the Director of Human Resources to update the current plan. Recommended changes were presented to and reviewed by the CEO/President and Finance Committee. A final review and updating of the plan were completed by Attorney Susan Neethling of the Law Firm of Best, Best & Kreiger.

The significant updates being the following:

1. Conform with current legal requirements of a public agency pension plan under the provisions of the SECURE Act of 2019 and 2022.
2. Name change to reflect our current name.
3. Enhanced readability, ease of interpretation, and clarity. The previous plan as written was complicated primarily due to a lack of distinguishing between the Classic and New PEPRAs groups. It frequently required looking in several sections to answer simple questions related to definition of terms, compensation, or vesting schedules.
4. Elimination of non-applicable sections and references. The previous plan references items such as Safety and Union Contracts. VGPS does not employ firefighters or police officers. Nor do we have any represented staff.
5. Replace male-centric pronouns.
6. Reinstate Cost of Living Adjustments for future retirees.
7. Addition of cost-neutral options for pension distributions. The previous plan only provided the retiree with 3 options (single annuity, 50% spousal survivor annuity, or a single lump-sum payout). We have added additional options including a 75% or 100% Spousal Survivor annuity, and an Employee Life 10-year Spousal Certain annuity. These additional options will provide flexibility to retirees based on their specific retirement planning needs, and result in no additional cost to VGPS.

The final attorney reviewed and approved Plan is attached for your approval.

**VISIT GREATER PALM SPRINGS**  
**DEFINED BENEFIT PENSION PLAN**  
**Amended and Restated Effective As Of July 1, 2023**

# VISIT GREATER PALM SPRINGS DEFINED BENEFIT PENSION PLAN

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**VISIT GREATER PALM SPRINGS  
DEFINED BENEFIT PENSION PLAN**

The Visit Greater Palm Springs Defined Benefit Pension Plan (Plan) is amended and restated by Visit Greater Palm Springs (Employer) as of the date set forth below.

**RECITALS**

**WHEREAS:**

- A. The Employer originally established the Plan for all eligible employees and their beneficiaries, effective as of July 1, 1989.
- B. Since it established the Plan, the Employer has amended and restated the Plan on several occasions including July 1, 2014.
- C. The Employer now wishes to amend and restate the Plan to be effective as of July 1, 2023, to incorporate recent amendments and legislative changes to the Plan including certain provisions of the Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE Act) and the Setting Every Community Up for Retirement Enhancement Act of 2022 (SECURE 2.0).
- D. Benefits for any person who retired or otherwise terminated employment prior to the Effective Date of this amendment and restatement shall be determined in accordance with the provisions of the Plan in effect on the date of such retirement or Severance From Employment, except as otherwise specifically provided for herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, the Employer hereby amends and restates the Plan upon the following terms and conditions:

**ARTICLE 1. GENERAL**

**1.01. Name.**

The name of this Plan shall be the "Visit Greater Palm Springs Defined Benefit Pension Plan."

1.02. Effective Date.

Except as otherwise indicated, the effective date of this amended and restated Plan is July 1, 2023.

1.03. Exclusive Benefit.

It is the intention of the Employer that the Plan and the Trust are created and maintained for the exclusive benefit of the Employer's eligible Employees and their Beneficiaries.

1.04. Defined Terms.

All initially capitalized terms are defined terms and will generally be defined in the General Definitions article.

1.05. Income Tax And ERISA Status.

This Plan and the Trust are intended to qualify as a plan and a trust under Code sections 401(a) and 501(a). The Plan is intended to be a governmental plan that is exempt from the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). However, the Plan is subject to the fiduciary standards set forth in Article 16 of the California Constitution and in the California Government Code applicable to Code section 401(a) plans.

1.06. Administrator And Named Fiduciary.

The person(s), individual(s) or committee appointed by the Employer shall be the Administrator of the Plan. The Administrator may engage the services of one or more third parties to assist the Administrator with the administration of the Plan. If the Employer does not appoint an Administrator, the Employer shall be the Administrator of the Plan.

1.07. Discretionary Authority.

The Administrator shall have the discretionary authority to interpret and construe the provisions of this Plan and to decide any disputes and resolve any ambiguities which may arise relative to the rights of the Employees, past and present, and their Beneficiaries, under the terms of the Plan; provided, however, that whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so that all persons similarly situated will receive substantially the same treatment.

1.08. Assets Held In Trust.

All contributions under this Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights, shall be held in the Trust for the exclusive benefit of the participating Employees and their Beneficiaries.

ARTICLE 2. GENERAL DEFINITIONS

For purposes of this Plan, the following definitions shall apply:

2.01. Accrued Benefit.

"Accrued Benefit" means a Participant's benefit under the Plan on any given day equal to the benefit payable to the Participant as determined under the Plan Benefits article, below.

2.02. Accumulated Required Contributions.

"Accumulated Required Contributions" means the Participant's contributions required under the Amount Of Employee Contributions section of the Plan.

2.03. Actuarial Equivalent.

"Actuarial Equivalent" means, except as otherwise provided in this Plan, the equality in value of the benefits expected to be received under different forms of payment, either at the same or different times. The present value of a Participant's Accrued Benefit shall be determined, during the Plan Year that contains the Annuity Starting Date, by using the following actuarial assumptions:

A. Mortality.

Post-retirement: Service Retiree and Beneficiary mortality rates from December 2017 CalPERS Experience Study

Pre-retirement: None

B. Interest.

Pre-Retirement Six percent (6%)

Post-Retirement Six percent (6%)

- C. If the Participant is entitled to a single-sum payment, such single-sum payment shall be the greatest of the amount determined in accordance with the assumptions in this section or the Applicable Interest Rate and the Applicable Mortality Table sections. In the event a Participant is entitled to an annuity the amount of the adjusted annuity shall be the amount determined by application of the above actuarial assumptions.

2.04. Administrator.

"Administrator" means the person(s), individual(s) or committee appointed by the Employer with authority and responsibility to manage and direct the operation and administration of the Plan.

2.05. Annuity Starting Date.

"Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

2.06. Applicable Interest Rate.

"Applicable Interest Rate" means the rate of interest on 30-year Treasury securities as specified by the Commissioner of Internal Revenue Service for the look-back month for the stability period. The look-back month applicable to the stability period is the calendar month preceding the first day of the stability period. The stability period is the Plan Year that contains the Annuity Starting Date for the distribution and for which the Applicable Interest Rate remains constant. The Plan is a governmental plan as defined in Code Section 414(d) and, as such, the Applicable Interest Rate shall be used solely for the purposes of the Code Section 415 limits, the Code Section 401(a)(9) required minimum distribution rules, and the single sum payments, as applicable.

2.07. Applicable Mortality Table.

"Applicable Mortality Table" means the mortality table prescribed by the Secretary of Treasury based on the commissioner's standard table described in Code Section 807(d)(5)(A), as set forth in Revenue Ruling 2001-62. The Plan is a governmental plan as defined in Code Section 414(d) and, as such, the Applicable Mortality Table shall be used solely for the purposes of the Code Section 41, the Code Section 401(a)(9) required minimum distribution rules, and the single sum payments, as applicable.

2.08. Average Compensation.

"Average Compensation" means the average of the Participant's Pensionable Compensation earned over a period of three (3) consecutive Plan Years subject to the following:

- A. Pensionable Compensation earned in a year in which the Employee was not an active Participant shall not be included.
- B. Pensionable Compensation earned before the Participant's Entry Date shall not be included.
- C. If a Participant was not an Active Participant for three (3) full Plan Years, Average Compensation shall be based on all of the Participant's Pensionable Compensation.

2.09. Beneficiary.

"Beneficiary" means any one or more primary or contingent beneficiaries entitled under the provisions of this Plan to receive benefits after the death of a Participant.

2.10. Board.

"Board" means the Joint Powers Authority Executive Committee of the Employer.

2.11. Break In Service.

"Break In Service" means a Plan Year in which an Employee does not complete more than five hundred (500) Hours Of Service with the Employer.

2.12. Classic Member.

"Classic Member" means any Employee who became a Participant in the Plan before January 1, 2013. A Classic Member who has a Severance From Employment on or after January 1, 2013 and is rehired by the Employer shall be classified as a New Member from the Employee's rehire date and shall be entitled to earn additional benefits in accordance with the New Member benefit provisions. Benefits and other relevant provisions applicable only to Classic Members are described in Appendix A.



2.13. Code.

"Code" means the Internal Revenue Code of 1986, as it may be amended from time to time. Reference to any provision of the Code includes reference to any comparable or succeeding provisions of any legislation that amends, supplements or replaces such provision.

2.14. Committee.

"Committee" means the Committee appointed by the Employer to govern the Plan and shall serve as the Plan Administrator.

2.15. Designated Beneficiary.

"Designated Beneficiary" means the individual who is designated as the Participant's Beneficiary and is the designated beneficiary under Code section 401(a)(9) and Treasury regulations section 1.401(a)(9)-4.

2.16. Disabled Or Disability.

- A. "Disabled" or Disability" means a medically determinable physical impairment, including the permanent loss of use of a member or function of the body or permanent disfigurement which materially impairs the ability of a Participant to satisfactorily perform the regular duties of employment and which: (i) causes the individual to be classified by the Social Security Administration as totally and permanently disabled, i.e., unfit for any gainful employment (hereinafter "Class A Disability"); (ii) causes the individual to be substantially unable to perform the normal functions of their current employment or any comparable employment (hereinafter "Class B Disability"); or (iii) causes the individual to be substantially unable to carry out the duties of their current position with the Employer (hereinafter "Class C Disability").
- B. No Participant shall be deemed to have incurred a Disability as a result of any injury or illness incurred while the Participant was engaged in the commission of a felony, or which results from an intentionally self-inflicted injury or disease. No mental condition, except that directly caused by physical illness or injury, shall be considered a Disability. Determinations of Disability shall be made by the Committee based upon the good-faith medical advice or opinion provided by a licensed physician employed by the Committee. A Participant shall not have the right to supplement or contradict the advice of that physician with the advice or opinion of a second physician. If the physician advises the Committee that medical treatment may result in substantial improvement within a

period of twelve (12) months, then the Participant shall be required to seek such treatment and the determination of Disability shall be delayed for twelve (12) months. The Committee shall determine that the Participant is not disabled within the meaning of this Section if the Participant refuses to seek such treatment.

2.17. Distributee.

"Distributee" means an Employee or former Employee who receives a distribution from the Plan. "Distributee" also means the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), with regard to the interest of the Spouse or former Spouse. "Distributee" also means the Employee's designated Beneficiary who is not the Employee's Spouse.

2.18. Distribution Calendar Year.

"Distribution Calendar Year" means a calendar year for which a minimum distribution is required under Code section 401(a)(9), the Treasury regulations promulgated thereunder, and the provisions of this Plan that implement these requirements. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under the Death Benefits section, below.

2.19. Early Retirement Age.

"Early Retirement Age" means age fifty-two (52) plus five (5) Years Of Benefit Service.

2.20. Early Retirement Date.

"Early Retirement Date" means the first day of the month coinciding or next following a Participant's attainment of the Early Retirement Age, or the first day of any month subsequent thereto, preceding the Participant's Normal Retirement Age.

2.21. Eligible Retirement Plan.

"Eligible Retirement Plan" means a qualified trust described in Code section 401(a), an annuity plan described in Code section 403(a), an

annuity contract described in Code section 403(b), an individual retirement account described in Code section 408(a), a Roth individual retirement account described in Code section 408A (for distributions after December 31, 2008), an individual retirement annuity described in Code section 408(b) other than an endowment contract, or an eligible deferred compensation plan described in Code section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State and that agrees to separately account for amounts transferred into such plan from the Plan, that accepts the Distributee's Eligible Rollover Distribution; provided, however, that in the case of an Eligible Rollover Distribution to a designated Beneficiary who is not the Employee's surviving Spouse, (i) an Eligible Retirement Plan shall be either an individual retirement account described in Code section 408(a), a Roth individual retirement account described in Code section 408A, or an individual retirement annuity described in Code section 408(b) other than an endowment contract and (ii) a direct trustee-to-trustee transfer is made to such an account or annuity.

2.22. Eligible Rollover Distribution.

"Eligible Rollover Distribution" means any distribution of all or any portion of the balance to the credit of the Distributee; provided, however, that an Eligible Rollover Distribution does not include:

- A. Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more;
- B. Any distribution to the extent such distribution is required under Code section 401(a)(9);
- C. The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); provided, however, that:
  - 1. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions that are not includible in gross income; and
  - 2. Notwithstanding the preceding clause, such portion may be transferred only to:

- a. An individual retirement account described in Code section 408(a);
- b. A Roth individual retirement account described in Code section 408A (effective for distributions after December 31, 2008);
- c. An individual retirement annuity described in Code section 408(b);
- d. A qualified plan described in Code section 401(a) (whether or not a defined contribution plan) or an annuity contract or a custodial account described in Code section 403(b) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution that is includible in gross income and the portion of such distribution that is not so includible; or

D. Any distribution that is made upon the hardship of the Employee.

2.23. Employee.

"Employee" means an individual who is employed as a common law employee of the Employer.

2.24. Employer.

"Employer" means Visit Greater Palm Springs, including any predecessor employer and any successor employers assuming the Plan. Predecessor employers include Palm Springs Desert Resort Communities Convention and Visitors Authority, Palm Springs Desert Resorts Convention and Visitors Authority, and Greater Palm Springs Convention and Visitors Bureau.

2.25. Entry Date.

"Entry Date" means the first July 1 or January 1 after an Employee has both completed one (1) Year of Eligibility Service and reached age twenty-one (21).

2.26. ERISA.

"ERISA" means the Employee Retirement Income Security Act of 1974, as it may be amended from time to time.

2.27. Hour Of Service.

"Hour Of Service" means:

A. Hours Worked.

Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed.

B. Hours Not Worked.

Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; provided, however, that no more than five hundred one (501) Hours Of Service shall be credited under this Hours Not Worked subsection for any single continuous period (whether or not such period occurs in a single computation period). Payments made or due under a plan maintained by the Employer solely to comply with applicable worker's compensation, or unemployment compensation or disability insurance law, or to reimburse an Employee for medical or medically-related expenses shall not be considered as payments by the Employer for purposes of this subsection.

C. Back Pay Hours.

Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours Of Service shall not be credited both under the Hours Worked or the Hours Not Worked subsection, above, as the case may be, and under this Back Pay Hours subsection. These hours shall be credited to the Employee for the computation period(s) to which the award or agreement pertains, rather than the computation period(s) in which the award, agreement or payment is made. Crediting of Hours Of Service under this Back Pay Hours subsection for back pay awarded or agreed to with respect to

periods described in the Hours Not Worked subsection, above, shall be subject to the limitations set forth in the Hours Not Worked subsection.

D. Actual Hours Used.

Hours Of Service shall be determined on the basis of actual hours for which an Employee is paid or entitled to payment. If a federal law, other than ERISA, requires additional Hours Of Service to be credited to the Employee, Hours Of Service shall be credited to the Employee as required by such law. For purposes of the Hours Of Service section, in the case of an Employee for whom records of hours worked are not required by applicable law to be kept, or for time periods for which the Employer does not maintain records of hours worked, an Employee shall be credited with eight (8) Hours Of Service for each day for which the Employee would have been required to be credited with at least one (1) Hour Of Service.

E. Predecessor Employer Hours.

Where the Employer maintains a plan of a predecessor employer, service for such predecessor employer shall be treated as service for the Employer.

2.28. Limitation Year.

"Limitation Year" means the Plan Year.

2.29. New Member.

"New Member" means:

- A. An Employee who becomes a Participant in the Plan for the first time on or after January 1, 2013; and
- B. A Classic Member who has a Severance From Employment on or after on or after January 1, 2013, and is rehired as an Employee eligible to participate in accordance with the Eligible Employee; Excluded Employee section.

Benefits for New Members are described in this Plan and shall not be modified by the benefits for Classic Members as modified by Appendix A.

2.30. Normal Retirement Age.

"Normal Retirement Age" means age 62 plus five (5) Years Of Benefit Service.

2.31. Normal Retirement Date.

"Normal Retirement Date" means the first day of the month coinciding with or next following a Participant's attainment of Normal Retirement Age.

2.32. Participant.

"Participant" means any Employee or former Employee who has met the Plan's eligibility requirements, commenced participation in the Plan, and is or may become eligible to receive a benefit under the Plan, or whose Beneficiaries may be eligible to receive any such benefit.

2.33. Pensionable Compensation.

A. "Pensionable Compensation" of a Participant shall mean the normal monthly rate of pay or base pay of the Participant paid in cash consistent with similarly situated employees of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Compensation that has been deferred shall be deemed pensionable compensation when earned rather than when paid.

B. Pensionable Compensation shall not include:

1. Any compensation determined by the Employer to have been paid to increase a Participant's retirement benefit under the Plan.
2. Compensation that had previously been provided in kind to the Participant by the Employer or paid directly by the Employer to a third party other than the Plan for the benefit of the Participant and which was converted to and received by the Participant in the form of a cash payment.
3. Any one-time or ad hoc payments made to a Participant.
4. Severance or any other payment that is granted or awarded to a Participant in connection with or in anticipation of a separation from employment.



5. Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.
6. Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.
7. Any Employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, cell phone, internet access, or uniforms.
8. Compensation for overtime work, other than as defined in section 207(k) of Title 29 of the United States Code.
9. Employer contributions to deferred compensation or defined contribution plans.
10. Any bonus, incentive, or retention compensation.

C. Limit On Pensionable Compensation.

1. Notwithstanding any other provision of this Plan, Pensionable Compensation of a Participant shall not exceed the following applicable percentage of the Social Security contribution and benefit base in effect on July 1, 2023 (as such contribution and benefit base shall be adjusted in accordance with paragraph 2, below):
  - a. One hundred percent (100%) for a Participant who is subject to Social Security; or
  - b. One hundred twenty percent (120%) for a Participant who is not subject to Social Security.
2. For purposes of this provision, the contribution and benefit base specified in section 430(b) of title 42 of the United States Code on January 1, 2023, shall be adjusted based on the annual changes to the Consumer Price Index for All Urban Consumers: U.S. City Average, calculated by dividing the Consumer Price Index for All Urban Consumers: U.S. City Average, of the previous year rounded to the nearest thousandth.

2.34. PEPRA.

"PEPRA" means the California Public Employees' Pension Reform Act of 2013, as it may be amended from time to time.

2.35. Plan.

"Plan" means the Visit Greater Palm Springs Defined Benefit Pension Plan (formerly known as the Palm Springs Desert Resort Communities Convention and Visitors Authority Defined Benefit Pension Plan) as set forth herein and any amendments hereto.

2.36. Plan Year.

"Plan Year" means the twelve (12)-consecutive-month period commencing on July 1 and ending on June 30 each year.

2.37. Qualified Joint And Survivor Annuity.

"Qualified Joint And Survivor Annuity" means an immediate annuity for the life of the Participant with a survivor annuity for the life of the Participant's Spouse that is fifty percent (50%) of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse and which is the Actuarial Equivalent of a single life annuity for the life of the Participant.

2.38. Qualified Preretirement Survivor Annuity.

"Qualified Preretirement Survivor Annuity" means an annuity for the life of the Participant's surviving Spouse, the payments under which are not less than the amounts which would be payable as the Qualified Joint And Survivor Annuity (or the Actuarial Equivalent thereof) if:

- A. In the case of a Participant who dies after the date on which the Participant attained the Earliest Retirement Age, such Participant had retired with an immediate Qualified Joint And Survivor Annuity on the day before the Participant's date of death; or
- B. In the case of a Participant who dies on or before the date on which the Participant would have attained the Earliest Retirement Age, such Participant had:
  - 1. Except as to a Participant who separated from service before the date of such individual's death, separated from service on the date of death (or date of separation from service, if earlier);

2. Survived to the Earliest Retirement Age;
3. Retired with an immediate Qualified Joint And Survivor Annuity at the Earliest Retirement Age; and
4. Died on the day after the day on which such Participant would have attained the Earliest Retirement Age.

2.39. Required Beginning Date.

"Required Beginning Date" means:

- A. For a Participant who was born before July 1, 1949, the April 1 of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70-1/2) or retires, if later.
- B. Effective as of January 1, 2020, for a Participant who was born on or after July 1, 1949, the April 1 of the calendar year following the calendar year in which the Participant attains age seventy-two (72) or retires, if later.
- C. Effective as of January 1, 2023, for a Participant who was born on or after January 1, 1951, the April 1 of the calendar year following the calendar year in which the Participant attains age seventy-three (73) or retires, if later.
- D. Effective as of January 1, 2023, for a Participant who was born on or after January 1, 1959, the April 1 of the calendar year following the calendar year in which the Participant attains age seventy-four (74) or retires, if later.

2.40. Severance From Employment.

"Severance From Employment" means no longer being an Employee for any reason.

2.41. Spouse.

"Spouse" means the person who is lawfully married to or a registered domestic partner of the Participant as determined by State law. For purposes of the Eligible Rollover Distributions subsection, the Required Minimum Distributions subsection, the Required Minimum Distributions Of Death Benefits subsection, and the Nonalienation Of Benefits section,

Spouse is defined under federal law and does not include domestic partnerships.

2.42. Trust.

"Trust" means: (i) the retirement trust described in Code section 501(a), the custodial account described in Code section 401(f), or the annuity contract described in Code section 401(f), created by the Employer for purposes of holding all contributions from the Employer to this Plan, (ii) all property and rights purchased with such amounts, and (iii) all income attributable to such amounts, property, or rights for the exclusive benefit of the Participants and their Beneficiaries.

2.43. Trustee.

"Trustee" means the trustee(s) signing the retirement trust described in Code section 501(a), the custodian(s) of the custodial account(s) described in Code section 401(f), or the insurance company(ies) providing the annuity contract(s) described in Code section 401(f), created by the Employer and any successors to such trustee(s), custodian(s) or insurance company(ies).

2.44. Trust Fund.

"Trust Fund" means the fund held by the Trustee pursuant to the terms of the Trust and for the purpose of this Plan.

2.45. Valuation Date.

"Valuation Date" means the first day of the Plan Year, or any interim valuation date designated by the Administrator.

2.46. Vested.

"Vested" means that portion of the Participant's Accrued Benefit in which the Participant or the Participant's Beneficiary has an unconditional, nonforfeitable right which is legally enforceable against the Plan.

2.47. Year Of Benefit Service.

"Year Of Benefit Service" means each Plan Year during which a Participant has at least one thousand (1,000) Hours Of Service as an eligible Employee under the Eligible Employees; Excluded Employees section, below. The Participant's Year Of Eligibility Service shall be included as a Year Of Benefit Service.

2.48. Years Of Eligibility Service.

"Years Of Eligibility Service" means each computation period commencing with an Employee's first Hour Of Service with the Employer. The computation period shall be:

- A. The twelve (12)-consecutive-month period commencing with an Employee's first Hour of Service with the Employer,
- B. The first twelve (12)-consecutive-month period coinciding with the Plan Year which includes the first anniversary of the Employee's first Hour of Service with the Employer, and
- C. Succeeding twelve (12)-consecutive-month periods coinciding with the Plan Year.

2.49. Years Of Vesting Service.

"Years of Vesting Service" means a twelve (12)-consecutive-month period coinciding with the Plan Year during which an Employee is credited with at least one thousand (1,000) Hours of Service.

ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.01. Eligible Employees; Excluded Employees.

- A. All Employees of the Employer, who hold any of the following position levels are eligible to participate in the Plan after they meet the requirements in the Eligibility Requirements section, below:
  - 1. President/CEO
  - 2. Chief Officer
  - 3. Senior Vice President
  - 4. Vice President
  - 5. Senior Director
  - 6. Director
  - 7. Other Directors and above job classifications determined in accordance with a resolution of the Board.
- B. The Plan excludes the following Employees:
  - 1. Employees who are nonresident aliens and who receive no earned income (within the meaning of Code section 911(d)(2)) from the Employer that constitutes income from sources within the United States (within the meaning of Code section 861(a)(3)).

2. Leased Employees within the meaning of Code section 414(n).
3. Independent contractors and each individual whom the Employer treats as if he or she were an independent contractor even if he or she might otherwise satisfy certain of the legal tests or criteria to be considered a common law employee of the Employer.
4. Employees whose employment is dependent upon a contract to perform services for a third party or a City.
5. Employees who are voluntarily or involuntarily demoted to a position not non-covered under the Plan.
6. Any Employee not included under subsection A., above, including Associate Directors.

3.02. Eligibility Requirements.

- A. An Employee who is not otherwise excluded from participation pursuant to the Eligible Employees; Excluded Employees section, above, shall become a Participant on the Entry Date next following completion of one (1) Years Of Eligibility Service or the Entry Date after becoming an eligible Employee, if later, if said Employee had then attained the age of twenty-one (21).
- B. In determining a Participant's Accrued Benefit for any Plan Year, the Participant shall not receive credit for any Pensionable Compensation or Years Of Benefit Service while in an ineligible category of employment.
- C. If a Participant becomes ineligible to participate in the Plan in accordance with the Eligible Employees; Excluded Employees section, the Employee will again become eligible to participate on the date the Employee is no longer excluded in accordance with the Eligible Employees; Excluded Employees section, above.

3.03. Participation Upon Reemployment Before Retirement.

- A. If a Participant who has a Severance From Employment is reemployed as an eligible Employee, the Employee shall become a Participant on the Employee's reemployment date.

- B. If an Employee who has a Severance From Employment before entering the Plan is reemployed as an eligible Employee, the Employee shall not receive credit for the Employee's initial Year of Eligibility Service and shall become a Participant on the Entry Date after the requirements of the Eligibility Requirements section have been met.

3.04. Inactive Status.

If any Participant fails, in any Plan Year after the Participant commences participation under the Plan, to be credited with a one thousand Hours Of Service during a Plan Year, despite the Participant's continued employment by the Employer, the Participant shall be placed on inactive status. In such cases, such Plan Year shall not be considered as a Year Of Vesting Service or a Year Of Benefit Service. If such Participant is credited with a one thousand (1,000) Hours Of Service in a subsequent Plan Year, the Participant shall revert to active status as of the first day of such Plan Year.

3.05. Suspension Of Current Participation.

If any Participant has a Severance From Employment, such Participant shall cease to be an active Participant under this Plan. Such Participant shall be placed on inactive status and no further benefits shall accrue until the Participant returns to active status. If in the Plan Year of the event suspending current participation, the Participant has been credited with one thousand (1,000) or more Hours Of Service in that Plan Year prior to such event, then that Plan Year shall count as a Year Of Vesting Service and a Year Of Benefit Service.

3.06. Cessation Of Participation.

An Employee who is a Participant shall cease to be a Participant on the earlier of (i) the date of the Employee's death or (ii) the date when the Participant receives all of the Participant's Vested Accrued Benefit from the Plan.

3.07. Leaves Of Absence.

Service with the Employer shall not be deemed to have been interrupted by the fact that an Employee has been on an approved leave of absence with the consent of the Employer, provided that the Employee returns to the employ of the Employer at the expiration of such leave. Leaves of absence shall mean leaves granted by the Employer, in accordance with rules uniformly applied to all Employees, for reasons determined by the Employer to be in its best interests.

3.08. Military Service.

- A. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).
- B. Service with the Employer shall not be deemed to have been terminated while an Employee is a member of the Armed Forces of the United States.
- C. The Plan specifically incorporates herein by reference the requirements of Code section 401(a)(37), the Treasury regulations thereunder and any subsequent guidance under Code section 401(a)(37) requiring that if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the Beneficiary(ies) of the Participant shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment on the date before the Participant's date of death and then had a Severance From Employment on account of death.

ARTICLE 4. CONTRIBUTIONS

4.01. Amount Of Employer Contributions.

- A. Employer contributions shall not exceed fifty percent (50%) of the normal costs of benefits attributable to Participants. The Employer shall not pay any of the required Employee contributions for a Participant.
- B. In any Plan Year, the Employer's contribution to the Plan, in combination with Employee contributions to the Plan, shall not be less than the normal cost rate. However, the Employer may suspend or reduce contributions to the Plan when all of the following apply:
  - 1. The Plan is funded by more than one hundred twenty percent (120%), based on a computation by the Plan actuary in accordance with the Governmental Accounting Standards Board requirements that is included in the annual valuation;



2. The Plan actuary, based on the annual valuation, determines that continuing to accrue excess earnings could result in disqualification of the Plan's tax-exempt status under the Code; and
  3. The board determines that the receipt of any additional contributions required under this provision would conflict with its fiduciary responsibility set forth in Section 17 of Article XVI of the California Constitution.
- C. For purposes of this provision, "normal cost" shall mean the portion of the present value of projected benefits under the Plan that is attributable to the current year of service, as determined by the Plan actuary according to the most recently completed plan valuation. For purposes of determining normal cost, the Plan's actuary may use a single rate of contribution or an age-based rate of contribution as is applicable to the Plan. The "normal cost rate" shall mean the annual actuarially determined normal cost for the Plan of retirement benefits provided to the Participant and shall be established based on the actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation. The retirement benefits shall include any elements that would impact the actuarial determination of the normal cost, including, but not limited to, the retirement formula, eligibility and vesting criteria, ancillary benefit provisions, and any automatic cost-of-living adjustment as determined by the Plan.
- D. The Pensionable Compensation used to calculate the contributions of the Employer or a Participant shall be limited to the amount of compensation that would be used for calculating a defined benefit as set forth in the Limit On Pensionable Compensation section, above.

4.02. Amount Of Employee Accumulated Required Contributions.

- A. Participants are required to make contributions to the Plan in accordance with this section.
- B. Participants shall have an initial contribution rate of at least fifty percent (50%) of the normal cost rate, as defined under the Amount Of Employer Contributions section, above, for the Plan, rounded to the nearest quarter of one percent (0.25%), or the current contribution rate of similarly situated Employees, whichever is greater. This contribution shall not be paid by the Employer on the Participant's behalf. Once established, this Participant contribution rate shall not be adjusted on account of a change to the normal

cost rate unless the normal cost rate increases or decreases by more than one percent (1%) of payroll above or below the normal cost rate in effect at the time the Participant contribution rate is first established or, if later, the normal cost rate in effect at the time of the last adjustment to the Participant contribution rate under this section.

- C. No earnings or losses shall be allocated to a Participant's contributions.
- D. The sum of each Participant's contributions shall be referred to as the Participant's Accumulated Required Contributions.
- E. A Participant's Accrued Benefit derived from Employer contributions shall be the Participant's total Accrued Benefit under the Plan less the Participant's Accrued Benefit derived from such Participant's Accumulated Required Contributions.
- F. A Participant's Accumulated Required Contributions shall be one hundred percent (100%) Vested at all times.
- G. If the Participant has a Severance From Employment before the Participant has two (2) Years Of Service, the Plan shall distribute to the Participant, in a single sum, no sooner than the Valuation Date after such Severance From Employment and no later than six (6) months after such Valuation Date, all of the Participant's Accumulated Required Contributions and the Participant shall be entitled to no further benefit under the Plan. If the Participant is rehired before such Accumulated Required Contributions are distributed, the Participant shall continue to participate in the Plan and there shall be no forfeiture of the Participant's Accrued Benefit. If a Participant received a distribution of the Participant's Accumulated Required Contributions and is rehired no more than five (5) years after Severance From Employment, the Participant may repay the full amount of the distribution and have the Participant's benefit reinstated.
- H. The Employer may pick up, for the sole and limited purposes of deferring taxes under Code section 414(h)(2) Participant contributions under this section. Any Participant contributions so picked up by the Employer shall not be treated as Employer contributions.

4.03. No Transfers From Other Plans.

This Plan will not accept rollover contributions or other transfers from other plans other than pursuant to a merger or consolidation in accordance with the Plan Merger section in the Amendment And Termination article, below.

ARTICLE 5. PLAN BENEFITS

5.01. Retirement Benefit.

The retirement benefit for a Participant shall be a pension at retirement for service equal to the percentage of the Participant's Average Compensation set forth opposite the Participant's age at retirement, taken to the preceding quarter year, in the following table, multiplied by the Participant's number of Years Of Benefit Service in the Plan. A Participant may retire pursuant to the age and service requirements of this Plan (or the Disability retirement provisions of this Plan), but in no event may a Participant retire earlier than (i) after being credited with five (5) Years Of Benefit Service and (ii) upon reaching 52 years of age.

Age at Retirement	Exact Age	¼ Year	½ Year	¾ Year
52	1.000%	1.025%	1.050%	1.075%
53	1.100%	1.125%	1.150%	1.175%
54	1.200%	1.225%	1.250%	1.275%
55	1.300%	1.325%	1.350%	1.375%
56	1.400%	1.425%	1.450%	1.475%
57	1.500%	1.525%	1.550%	1.575%
58	1.600%	1.625%	1.650%	1.675%
59	1.700%	1.725%	1.750%	1.775%
60	1.800%	1.825%	1.850%	1.875%
61	1.900%	1.925%	1.950%	1.975%
62	2.000%	2.025%	2.050%	2.075%
63	2.100%	2.125%	2.150%	2.175%
64	2.200%	2.225%	2.250%	2.275%
65	2.300%	2.325%	2.350%	2.375%
66	2.400%	2.425%	2.450%	2.475%
67+	2.500%			

If the Participant retires after age sixty-seven (67), the benefit percentage shall be the age sixty-seven (67) percentage.

5.02. Disability Retirement.

If a Participant becomes Disabled while an active Participant before the Participant's Severance From Employment, the Participant shall be eligible for a Disability benefit as follows:

- A. Class A Disability: One hundred and ten percent (110%) of the Participant's Accrued Benefit;
- B. Class B Disability: One hundred seven and one-half percent (107.5%) of the Participant's Accrued Benefit; or
- C. Class C Disability: One hundred five percent (105%) of the Participant's Accrued Benefit.

5.03. Death Benefits.

Upon the death of a Participant, the Participant's Spouse or Beneficiary, as the case may be, shall receive a death benefit in accordance with the Payment Of Death Benefits section, below.

5.04. Termination Benefits.

The normal retirement benefit for a Participant who has had a Severance From Employment prior to Normal Retirement Age for any reason other than Disability or death shall be the Participant's Vested Accrued Benefit as of the date of Severance From Employment.

ARTICLE 6. LIMITATIONS ON PLAN BENEFITS

6.01. Benefit Limitations In General.

- A. This Plan specifically incorporates herein by this reference the limitations under Code section 415, and the Treasury regulations thereunder, as in effect from time to time. Notwithstanding any other provision of this Plan to the contrary, the normal retirement benefit under this Plan and all other qualified defined benefit plans (without regard to whether the plan has been terminated) maintained by the Employer shall not be accrued, distributed or otherwise payable in any optional form of benefit, including the normal form of benefit, at any time, in excess of the maximum permissible benefit under the limitations under Code section 415. If the benefit that a Participant would otherwise accrue in a Limitation Year would produce a normal retirement benefit in excess of the maximum permissible benefit, the benefit shall be

limited (or the rate of accrual reduced) to a benefit that does not exceed the maximum permissible benefit.

- B. The limitations under Code section 415 shall be applied using the definition of compensation, as defined in Code section 415(b) and the Treasury regulations thereunder.

6.02. Limitation On Benefits – More Than One Plan.

If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer, and the Participant's normal retirement benefits (determined as of the same age) from all such plans would exceed the maximum permissible benefit under Code section 415 applicable at that age, the benefit under this Plan shall be limited (or the rate of accrual reduced) to a benefit that does not cause the benefits under all such plans to exceed the maximum permissible benefit.

ARTICLE 7. VESTING AND FORFEITURES

7.01. Full Vesting.

A Participant shall always be one hundred percent (100%) Vested in the Participant's Accumulated Contributions and shall become one hundred percent (100%) Vested in the Participant's Accrued Benefit when either:

- A. The Participant, while an Employee, attains Early Retirement age or Normal Retirement Age;
- B. The Participant dies while employed by the Employer; or
- C. The Participant becomes Disabled while employed by the Employer.

7.02. Vesting Schedule.

Prior to the time that a Participant's Accrued Benefit becomes one hundred percent (100%) Vested pursuant to the Full Vesting section, above, the Participant's Accrued Benefit shall become Vested as follows:

<b>Years of Vesting Service</b>	<b>Vesting</b>
Less than 2 Years	0%
2 Years	20%
3 Years	40%
4 Years	60%
5 years	80%
6 or More Years	100%

7.03. Determination Of Years Of Vesting Service.

All of a Participant's Years Of Vesting Service shall be taken into account in determining Years of Vesting Service for purposes of the Vesting Schedule section.

7.04. Forfeitures.

The non-Vested portion of a Participant's Accrued Benefit shall be forfeited on the day on which a Participant is paid (or is deemed to have been paid) the entire Vested portion of the Participant's Accrued Benefit.

7.05. Reinstatement Of Forfeitures.

- A. If the Participant receives a distribution, the Employee is reemployed and repays within the time period set forth herein to the Trust the total of the amount distributed to them plus interest, compounded annually from the date of distribution, the Accrued Benefit of the Participant with respect to which the repayment was made (including all optional forms of benefits and subsidies relating to such benefits) shall be restored. The repayment must be made before the earlier of five (5) years after the first date on which the Participant is subsequently reemployed by the Employer, or the close of the first period of five (5) consecutive one-year Breaks In Service commencing after the distribution.
- B. If an Employee is deemed to have received a distribution pursuant to this section because the Employee has a Severance From Employment without a nonforfeitable interest in the Plan attributable to Employer contributions, and the Employee resumes employment covered under this Plan before the date the Participant incurs five (5) consecutive one-year Breaks In Service, upon the reemployment of such Employee the Employee's Benefit Earned to Date will be restored to the amount of the Accrued Benefit on the date of the deemed distribution.

7.06. No Divestment For Cause.

Except as provided in the Lost Participant Or Beneficiary section and the Felony Convictions And Forfeitures section, below, this Plan does not permit divestment for cause. No Vested benefit provided hereunder to a Participant or Beneficiary shall be forfeited or divested for any reason or cause whatsoever.

7.07. Lost Participant Or Beneficiary.

If, according to the records of the Plan, a Participant has reached Normal Retirement Age and has had a Severance From Employment or if a Participant has died, and neither the Participant nor a Beneficiary has not made a claim for benefits, then the Participant's or Beneficiary's Vested Accrued Benefit shall be held until the end of the third (3rd) Plan Year after the Participant's Normal Retirement Age, at which time it shall be forfeited; provided, however, that if a claim is later made by the Participant or Beneficiary for the forfeited benefit, the Employer will reinstate the amount of the Vested Accrued Benefit that had been forfeited so that the reinstated amounts received by the Participant or the Beneficiary are Actuarially Equivalent to the amounts that the Participant or the Beneficiary would have otherwise received.

7.08. Felony Forfeiture.

- A. A Felony Conviction shall have occurred if (i) a Participant is convicted by a State or federal trial court of any felony under State or federal law for conduct arising out of or in the performance of the Participant's official duties, in pursuit of the office or appointment, or in connection with obtaining salary, disability retirement, service retirement, or other benefits, or (ii) a Participant who has contact with children as part of the Participant's official duties is convicted of a felony that was committed within the scope of the Participant's official duties against or involving a child with whom the Participant has contact as part of the Participant's official duties.
- B. From and after the date of the Felony Conviction, the Participant shall not accrue further benefits under the Plan. Further, the Participant shall forfeit all accrued rights and benefits earned or accrued under the Plan from the earliest date of the commission of any felony for which the Participant receives a Felony Conviction to the date of such conviction, inclusive. The Participant's benefits under the Plan shall remain forfeited notwithstanding any reduction in sentence or expungement of the Felony Conviction following the date of the Participant's Felony Conviction. Unless otherwise ordered by a court or determined by the Plan Administrator, the

Participant's contributions to the Plan made on or after the earliest date of the commission of any felony described in this provision shall be returned to the participant, without interest, by electronic funds transfer to an account of the participant upon the occurrence of the earlier of the date (i) the Participant ceases to be an employee of the Employer, (ii) the Participant dies, or (iii) the Participant retires.

- C. If the Participant's Felony Conviction is reversed and that decision is final, the Participant shall be entitled to either (i) recover the forfeited retirement benefits as adjusted for the Participant's contributions returned to the Participant or (ii) redeposit those contributions and interest, as determined by the Plan actuary, and then recover the full amount of the forfeited benefits.

## ARTICLE 8. PAYMENT OF BENEFITS

### 8.01. Normal Form Of Benefit.

The normal form of benefit for a married Participant is a Qualified Joint And Survivor Annuity and for an unmarried Participant is a single life annuity.

### 8.02. Measure Of Benefits.

Except as otherwise indicated, the benefit distributable to a Participant upon Severance From Employment on or after the Participant's Early or Normal Retirement Age or the date the Participant becomes Disabled, or to the Participant's Beneficiary or Beneficiaries in the event of the Participant's death, shall be the Actuarial Equivalent of the Participant's Vested Accrued Benefit. The percentage of Vested interest shall be determined in accordance with the Vesting And Forfeitures article upon Severance From Employment.

### 8.03. Method Of Payment Of Benefits.

The Administrator shall determine the Vested amount of the Participant's Accrued Benefit and the time when benefit payments may commence, and the Administrator shall distribute the Participant's Accrued Benefit in accordance with the method of payment of benefits selected by the Participant (or the Beneficiary of a deceased Participant) in accordance with the following provisions of the Plan.



A. Automatic Form of Payment - Married Participants.

1. Unless otherwise elected as provided below, the benefits of a Participant who has a Spouse on the Annuity Starting date shall receive the value of the Participant's Vested Accrued Benefit in the form on an immediate Qualified Joint And Survivor Annuity.
2. Any election to waive the Qualified Joint And Survivor Annuity must be made by the Participant in writing and be consented to in writing by the Participant's Spouse. Provided, however, that such spousal consent shall not be required if the Participant elects to receive the Participant's Vested Accrued Benefit under either the Joint And 100% Survivor Annuity paragraph, below, or the Joint And 75% Survivor Annuity paragraph, below. Such Spouse's written consent must designate (i) a beneficiary if other than the Spouse and (ii) a form of benefits, which may not be changed without spousal consent (unless the spousal consent expressly permits designations by the Participant without any requirement of further spousal consent), acknowledge the effect of such election, and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Plan Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Treasury regulations. The election made by the Participant and consented to by the Participant's Spouse may be revoked by the Participant in writing without the consent of the Spouse at any time before the benefit commencement date. Any new election must comply with the requirements of this subsection. A former Spouse's waiver shall not be binding on a new Spouse.
3. With regard to the election, the Administrator shall provide the Participant, before the benefit commencement date, a written explanation of:
  - a. The terms and conditions of the Qualified Joint And Survivor Annuity;
  - b. The Participant's right to make an election to waive the Qualified Joint And Survivor Annuity;

- c. The right of the Participant's Spouse to consent to any election to waive the Qualified Joint And Survivor Annuity; and
- d. The right of the Participant to revoke such election and the effect of such revocation.

B. Automatic Form of Payment - Unmarried Participants.

Unless otherwise elected, a Participant who is not married on the Annuity Starting Date shall receive the value of the Participant's benefits in the form of a single life annuity. An election to waive the life annuity shall comply with the provisions of the Method Of Payment Of Benefits section as if it were an election to waive the Qualified Joint And Survivor Annuity by a married Participant, but without the spousal consent requirement.

C. Option To Elect Other Payout.

In the event a married Participant duly elects not to receive the retirement benefit in the form of a Qualified Joint And Survivor Annuity, or an unmarried Participant duly elects not to receive the retirement benefit in the form of a single life annuity, the Administrator shall direct the Trustee to distribute to the Participant, or the Participant's Beneficiary, any amount to which the Participant is entitled under the Plan in one of the following methods as elected by the Participant:

1. Single Life Annuity.

A single life annuity is an annuity, which provides for a monthly benefit payable to the Participant for the Participant's lifetime, and which is the Actuarial Equivalent of the Participant's Vested Accrued Benefit.

2. Life And Ten Years Certain Annuity.

A Life And Ten (10) Years Certain Annuity is an annuity, which provides for a reduced monthly benefit payable to the Participant during the Participant's lifetime, but guaranteed for a period of ten (10) years. Under this option, if the Participant dies prior to receiving one hundred twenty (120) monthly payments, the guaranteed monthly payments shall continue to be made to the Participant's Beneficiary until the unpaid balance of guaranteed monthly payments has been paid. The reduced monthly benefit amount shall be the

Actuarial Equivalent of the Participant's Vested Accrued Benefit.

3. Joint And 50% Survivor Annuity.

A Joint And 50% Survivor Annuity is an annuity which provides for a reduced monthly benefit payable to the Participant for the joint lives of the Participant and the Participant's Beneficiary, and, if the Participant's Beneficiary survives the Participant, a monthly benefit payable to the Participant's Beneficiary for the remainder of the Beneficiary's life equal to fifty percent (50%) of the monthly benefit payable during the joint lives of the Participant and the Participant's Beneficiary. The reduced monthly benefit amount shall be the Actuarial Equivalent of the Participant's Vested Accrued Benefit.

4. Joint And 75% Survivor Annuity.

A Joint And 75% Survivor Annuity is an annuity which provides for a reduced monthly benefit payable to the Participant for the joint lives of the Participant and the Participant's Beneficiary, and, if the Participant's Beneficiary survives the Participant, a monthly benefit payable to the Participant's Beneficiary for the remainder of the Beneficiary's life equal to seventy-five percent (75%) of the monthly benefit payable during the joint lives of the Participant and the Participant's Beneficiary. The reduced monthly benefit amount shall be the Actuarial Equivalent of the Participant's Vested Accrued Benefit

5. Joint And 100% Survivor Annuity.

A Joint And 100% Survivor Annuity is an annuity which provides for a reduced monthly benefit payable to the Participant for the joint lives of the Participant and the Participant's Beneficiary, and, if the Participant's Beneficiary survives the Participant, a monthly benefit payable to the Participant's Beneficiary for the remainder of the Beneficiary's life equal to the monthly benefit payable during the joint lives of the Participant and the Participant's Beneficiary. The reduced monthly benefit amount shall be the Actuarial Equivalent of the Participant's Vested Accrued Benefit.

6. Single Sum.

An immediate single sum cash payment, which is the Actuarial Equivalent of the Participant's Vested Accrued Benefit.

D. Cash Outs.

1. If the present value of the Participant's Vested Accrued Benefit does not exceed one thousand dollars (\$1,000), the Administrator shall distribute such benefit as soon as is administratively feasible after the Participant's Severance From Employment without such Participant's consent. If the value of the Participant's Vested Accrued Benefit exceeds one thousand dollars (\$1,000), but does not exceed five thousand dollars (\$5,000), the Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator unless the Participant elects to have the distribution paid directly to an Eligible Retirement Plan or consents to receive the distribution directly.
2. Except as stated in paragraph 1, above, no distribution may be made under this subsection after the Annuity Starting Date unless the Participant and the Participant's Spouse (or where the Participant has died, the surviving Spouse) consent in writing to such distribution.

E. Cost Of Living Adjustments.

1. For a Participant who has a Severance From Employment on or after July 1, 2023, the normal form of benefit determined under the Form Of Benefit section, above, shall be increased on each July 1 after the Participant's Annuity Starting Date by an amount equal to the Consumer Price Index (CPI), Los Angeles area for all Urban Consumers as of each April (subject to the limitation of Code section 415 in effect each January 1st) until such time as the Participant or the Participant's Beneficiary shall cease to be entitled to retirement benefits pursuant to the Plan. However, the minimum adjustment as of each July 1 shall be no less than two and one-half percent (2.5%) and shall not exceed five percent (5%).

2. For a Participant who has a Severance From Employment on or after January 1, 2014 and before July 1, 2023, no Cost of Living Adjustments shall be made.

F. Eligible Rollover Distributions.

1. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Eligible Rollover Distributions section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee.
2. If the Participant or the Participant's Beneficiary elects, in the manner set forth above, a distribution that constitutes an Eligible Rollover Distribution, and if the Distributee of the Eligible Rollover Distribution (i) elects to have such distribution paid directly to an Eligible Retirement Plan and (ii) specifies the Eligible Retirement Plan to which such distribution is to be paid, in such form and at such time as the Administrator may prescribe, then such distribution shall be made in the form of a direct trustee-to-trustee transfer to the Eligible Retirement Plan so specified.
3. A Beneficiary other than a Participant's surviving Spouse or a Participant's former Spouse who is an "alternate payee" under a qualified domestic relations order is a person eligible to make a rollover with regard to the interest of the Participant or former Participant, subject to the limitation for such a Beneficiary that an Eligible Retirement Plan is an individual retirement account or individual retirement annuity that will be treated as an inherited individual retirement account or annuity under Code section 402(c)(11).

G. Incidental Benefits.

Death and other nonretirement benefits payable under the Plan shall be incidental to the primary purpose of the Plan. Thus, distributions to the Participant under the Plan shall be in sufficient amounts so that the relationship of a Participant's total benefits under the Plan to the deferred compensation payable to the Participant under the Plan is such that the primary purpose of the Plan is to provide deferred compensation to the Participant, all as required by Code section 401(a)(9)(G) and the applicable Treasury regulations.

#### 8.04. Commencement Of Payment Of Benefits.

##### A. Benefits Commencement In General.

Except as provided in subsection B, below, a Participant must have a Severance From Employment in order to commence payment of benefits. Subject to the provisions of the Method Of Payment Of Benefits section, above: Unless a Participant otherwise elects, distribution of a Participant's Vested benefit shall be made as soon as is administratively feasible after the Participant's Severance From Employment.

##### B. Required Minimum Distributions.

1. Notwithstanding anything contained in this Plan to the contrary, the Participant's entire interest either (i) will be distributed to the Participant not later than the Required Beginning Date or (ii) will begin to be distributed, beginning not later than the Required Beginning Date, in the form of periodic annuity payments for the life of the Participant or over the lives of the Participant and the Participant's Designated Beneficiary (or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and the Participant's Designated Beneficiary), all in accordance with the Treasury regulations promulgated under Code section 401(a)(9) and the following provisions.
2. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date and will be the payment that is required for one (1) month. The second payment need not be made until the end of the next month.
3. If distributions commence to a Participant on a date before the Participant's Required Beginning Date over a period permitted under the provisions of this Required Minimum Distributions subsection and the distribution form is an annuity under which distributions are made in accordance with this Required Minimum Distributions subsection, then the Annuity Starting Date shall be treated as the Required Beginning Date for purposes of this Required Minimum Distributions subsection.

4. The interval between payments for the annuity shall be monthly and must be uniform over the entire distribution period.
5. Once such payments have commenced over a period, the period may not be changed.
6. All payments under this Required Minimum Distributions subsection must be non-increasing; excluding adjustments as described in the Cost Of Living Adjustment section, above, provided, however, that:
  - a. If any additional benefits under the Plan accrue in a calendar year after the Participant's first Distribution Calendar Year, distribution of the amount that accrues in the calendar year shall commence in accordance with the required minimum distribution rules of this Required Minimum Distributions subsection beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues (or as soon as practical thereafter if there is an administrative delay in the commencement of the distribution of the additional benefits accrued in a calendar year; provided, however, that payment of such amount shall commence no later than the end of the first calendar year following the calendar year in which the additional benefit accrues and the total amount paid during such first calendar year must be no less than the total amount that was required to be paid during that year under this Required Minimum Distributions subsection). Such additional benefit shall be paid to the Participant in the same form as the benefits that had already commenced.
  - b. Such payments may increase to pay increased benefits that result from an amendment to the Plan.
7. Unless the Participant elects (or has elected) another method of payment that satisfies the requirements of this Required Minimum Distributions subsection, the annuity shall be a Qualified Joint And Survivor Annuity if the Participant is married at the Required Beginning Date or a single life annuity if the Participant is not married at the Required Beginning Date.

8. Notwithstanding the other provisions of this article, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

8.05. Reemployment After Retirement.

A retired person, who is (i) retired from the Employer, (ii) receiving a pension benefit from the Plan, and (iii) rehired to serve, be employed by, or be employed through a contract directly by the Employer, shall not serve, be employed by, or be employed through a contract directly by, the Employer without having the person's pension payments cease during such period of employment, unless:

- A. The retired person serves upon appointment by the Employer either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration; provided, however, that, notwithstanding this requirement:
  1. Any retired person shall not be eligible to serve or be employed by the Employer if, during the twelve (12)-month period prior to an appointment described in this provision, the retired person received any unemployment insurance compensation arising out of prior employment subject to this provision with a public employer, and a retiree shall certify in writing to the Employer upon accepting an offer of employment that he or she is in compliance with this requirement; and
  2. A retired person who accepts an appointment after receiving unemployment insurance compensation as described in this provision shall terminate that employment on the last day of the current pay period and shall not be eligible for reappointment subject to this provision for a period of twelve (12) months following the last day of employment.
- B. The appointment of the retired person does not exceed a total of nine hundred sixty (960) hours or other equivalent limit, in a calendar year;
- C. The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum, paid by the Employer to other employees performing comparable duties; and



- D. The retired person is employed by the Employer pursuant to this provision after a period of at least one hundred eighty (180) days following the date of retirement, unless, in the case of a retired person other than a retired person who accepted a retirement incentive upon retirement, (i) the Employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before one hundred eighty (180) days has passed, (ii) the appointment has been approved by the governing body of the Employer in a public meeting, and (iii) the appointment was not placed on a consent calendar.

A retired person whose employment without cessation of pension payments is authorized by this provision shall acquire no service credit or retirement rights under this provision with respect to the employment unless the person ceases to receive pension payments during the period of reemployment.

8.06. Payment Of Death Benefits.

A. Death Benefits For Married Participants.

1. If a Participant (i) has a Vested Accrued Benefit, (ii) dies before the Annuity Starting Date, and (iii) has a surviving Spouse the Plan shall pay a death benefit to the surviving Spouse in the form of a Qualified Preretirement Survivor Annuity and the remaining death benefit shall be payable to the Participant's designated Beneficiary. The death benefit for this purpose shall be the Actuarial Equivalent of the benefit that would be payable to the Participant if the Participant had commenced benefits on the date of death. All death benefits under this subsection shall be payable upon the Participant's death. The Plan Administrator may require such proof of death and such evidence of the right of any Beneficiary to receive the death benefit, as the Plan Administrator deems necessary. The Spouse may elect to receive the Qualified Preretirement Survivor Annuity in any optional form of benefit provided under the Plan or a single sum distribution. A Beneficiary may elect to receive the death benefit payable to the Beneficiary in the form of a single life annuity or a single sum distribution.
2. A Participant may elect to waive the Qualified Preretirement Survivor Annuity at any time prior to death. The election shall be in writing and must state the specific nonspouse beneficiary, if any, who may receive a portion of the benefit.

Having made an election, a Participant may nevertheless revoke it or file a new election any number of times.

3. If a Participant is married, then the Participant's Spouse must consent in writing to the election to waive the Qualified Preretirement Survivor Annuity or any change in the nonspouse Beneficiary. If the Spouse is legally incompetent to give consent, the Spouse's legal guardian (even if the guardian is the Participant) may give consent. If it is established to the satisfaction of the Administrator that the Spouse cannot be located or if the Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect, spousal consent is not required. Once given, the Spouse's consent cannot be revoked with respect to a given election.
4. If the value of the single sum distribution payable to the Participant's spouse and designated Beneficiary does not exceed five thousand dollars (\$5,000), the Administrator shall direct distribution of the entire amount to the Spouse and designated Beneficiary.

B. Death Benefits For Unmarried Participants.

If an unmarried Participant (i) has a Vested Accrued Benefit and (ii) dies before the Annuity Starting Date, a death benefit shall be payable to the Participant's designated Beneficiary. The death benefit for this purpose shall be the Actuarial Equivalent of the benefit that would be payable to the Participant if the Participant had commenced benefits on the date of death. All death benefits under this subsection shall be payable upon the Participant's death. The Administrator may require such proof of death and such evidence of the right of any Beneficiary to receive the death benefit, as the Administrator deems necessary. If the value of the death benefit is five thousand dollars (\$5,000) or less, the Administrator shall direct distribution of the entire amount to the designated Beneficiary in a single sum. A beneficiary may elect to receive the death benefit payable to the Beneficiary in the form of a single life annuity or a single sum distribution.

C. Required Minimum Distributions Of Death Benefits.

Notwithstanding anything contained in this Plan to the contrary, unless the Participant or the Participant's Beneficiary has made a valid election under TEFRA section 242(b):

1. If distribution has been commenced to the Participant and the Participant dies before the Participant's entire interest has been distributed (i.e., if the Participant had elected a Qualified Joint And Survivor Annuity form of distribution), then the remaining portion of the Participant's interest, if any (i.e., there would be no such interest if the Participant had elected a single life annuity form of distribution), shall be distributed at least as rapidly as under the method of distributions being utilized as of the date of the Participant's death.
2. If the Participant dies before the distribution of the Participant's interest has begun pursuant to the Required Minimum Distributions subsection, above, then:
  - a. If there is no Designated Beneficiary, the entire interest of the Participant, if any, shall be distributed by the end of the fifth (5th) calendar year following the calendar year of the Participant's death; or
  - b. If there is a Designated Beneficiary, the Participant's entire interest, if any, will begin to be distributed, no later than the time determined as follows:
    - (i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Required Minimum Distribution age, if later. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Required Minimum Distributions Of Death Benefits subsection will apply as if the surviving Spouse were the Participant.

- (ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - c. If there is a Designated Beneficiary, the Designated Beneficiary may elect whether the five (5)-year rule or the life expectancy rule set forth above applies to distributions after the death of a Participant. The election must be made no later than the earlier of
    - (i) September 30 of the calendar year in which distribution would be required to begin or
    - (ii) September 30 of the calendar year which contains the fifth (5th) anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If the Participant's Designated Beneficiary does not make an election under this provision, distributions will be made in accordance with the life expectancy rule.
- 3. For purposes of this subsection, any amount paid to a child shall be treated as if it had been paid to the surviving Spouse if such amount will become payable to the surviving Spouse upon such child reaching majority or such other designated event all as prescribed by the Secretary of the Treasury.

#### 8.07. Designation Of Beneficiary.

- A. Each Participant shall have the right to designate, on forms provided by the Administrator, a Beneficiary or Beneficiaries to receive the Participant's death benefits, and shall have the right, at any time, to revoke such designation or to substitute another such Beneficiary or Beneficiaries without the consent of any Beneficiary; provided, however, that a married Participant and Spouse shall both designate any non-Spouse Beneficiary or Beneficiaries, unless the Spouse cannot be located or unless otherwise permitted by law. Any designation by a married Participant and Spouse of a non-Spouse Beneficiary must be made by the Participant in writing and be consented to in writing by the Participant's Spouse. Such Spouse's written consent must designate a Beneficiary who may not be changed without spousal consent (unless the spousal consent expressly permits designations by the Participant without any requirement of further spousal consent), acknowledge the effect of such election, and be witnessed by a Plan representative

or a notary public. Such consent shall not be required if it is established to the satisfaction of the Administrator that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other similar circumstances. The election made by the Participant and consented to by the Participant's Spouse may be revoked by the Participant in writing without the consent of the Spouse at any time prior to the Participant's death. Any new election must comply with the requirements of this subsection. A former Spouse's waiver shall not be binding on a new Spouse.

- B. If a Participant has designated the Participant's Spouse as the Participant's Beneficiary under this Plan, such designation shall be deemed to have been revoked in the event of a judgment, decree, order, or approval of a settlement agreement, issued either (i) by a court of competent jurisdiction, or (ii) through an administrative process established under State law and that has the force and effect of law under applicable State law, that dissolves such marriage, unless the Participant designates the Participant's ex-Spouse as the Participant's Beneficiary by a new designation signed by the Participant and delivered to the Administrator after the entry of such judgment, decree, order or approval of a settlement agreement and prior to the Participant's death.
- C. If, upon the death of a Participant, there is no valid designation of Beneficiary on file with the Administrator, or the Participant's Beneficiary is not alive, the Administrator shall designate as the Beneficiary, in order of priority:
  - 1. The surviving Spouse;
  - 2. The surviving children, including adopted children, in equal shares, or their issue by right of representation;
  - 3. Surviving parents, in equal shares; or
  - 4. The Participant's heirs at law.

The determination of the Administrator as to which persons, if any, qualify within the aforementioned categories shall be final and conclusive upon all persons, but the Administrator may seek a declaratory judgment of a court of local jurisdiction to determine the identity of Beneficiaries and their respective shares at the expense of the Beneficiary's benefits.

8.08. Distributions To Incapacitated Participants.

If the Administrator determines that a Participant or Beneficiary who is entitled to a payment under the Plan is not able to care for his or her affairs due to a mental condition, a physical condition, or being a minor, the Administrator may make all benefit distributions to the Participant's or Beneficiary's parent, guardian, conservator, trustee, custodian (including a custodian under the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act) or to his or her attorney-in-fact or other legal representative upon receiving evidence of such status satisfactory to the Administrator, in its sole discretion. Payments made pursuant to the terms of this Distributions To Incapacitated Individuals section shall constitute a distribution to the Participant or Beneficiary entitled thereto, and shall immediately discharge the Employer, Administrator, Trustee, the Plan and the Trust of any further liability therefor. Neither the Administrator nor the Trustee has a duty to inquire or investigate the competence of any Participant or Beneficiary entitled to receive payments under the Plan.

8.09. Repayment Of Overpayment Of Benefits.

By accepting payment of proceeds under this Plan, the Participant or the Participant's Beneficiary receiving the payment agrees that, in the event of overpayment, the Participant or the Participant's Beneficiary will promptly repay the amount of overpayment without interest; provided that, if the Participant or the Participant's Beneficiary has not repaid the overpayment within thirty (30) days after notice, the Participant or the Participant's Beneficiary will also pay an amount equal to simple interest at the rate determined by the Administrator in a nondiscriminatory manner on the unpaid amount from the date of overpayment to the date of repayment, and in addition will pay all legal fees, court costs and the reasonable time value of the Trustee, the Administrator or the Employer, or any of their employees or agents, related to the collection of such overpayment.

8.10. Qualified Domestic Relations Order Payments.

All rights and benefits, including elections, provided to a Participant in the Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order" as those terms are defined in Code section 414(p). Notwithstanding any other provision of the Plan, a distribution may be made to an "alternate payee" pursuant to a "qualified domestic relations order," as each term is defined in Code section 414(p), prior to the times otherwise specified in the Plan, if the qualified domestic relations order requires such a distribution; even if the Participant is not yet entitled to receive a distribution; provided, however, that nothing contained in this provision nor such qualified domestic relations order shall

entitle a Participant to a distribution prior to the time as otherwise determined under the Plan. A domestic relations order will not fail to be a qualified domestic relations order (i) because the order is issued after, or revises another domestic relations order or qualified domestic relations order, or (ii) because of the time at which the order is issued, including the issuance after the Participant's death.

8.11. Nonliability.

The Employer does not guarantee the Trust, the Participants or their Beneficiaries against loss of or depreciation in value of any right or benefit that any of them may acquire under the terms of this Plan. All of the benefits payable hereunder shall be paid or provided for solely from the Trust Fund.

8.12. Mechanics Of Payment.

The Trustee, with respect to any benefit, is authorized to pay benefits directly from the Trust Fund, to invest the amount of the benefit in an annuity contract for the benefit of the Participant or the Participant's Beneficiary, endorsed as nontransferable, that shall be distributed to the Participant or the Participant's Beneficiary, or to use any combination of the preceding methods.

8.13. Withholding.

The Employer, the Administrator or the Trustee may withhold from any benefit payable under the Plan all federal, State or local taxes that may be required to be withheld pursuant to applicable law.

## ARTICLE 9. PLAN ADMINISTRATION

9.01. Employment Records.

The Employer shall maintain sufficient employment records to calculate benefits under this Plan for each Employee. The Employer shall make such records available to the Administrator, in a timely manner, and the Employer shall be responsible for the accuracy of such information, upon which the Administrator is entitled to rely.

9.02. Reports And Disclosure.

The Administrator shall prepare, file and distribute, in a timely manner, all reports and information to be disclosed to Participants as may be required by applicable State law. The Administrator shall prepare such reports

from records kept by it and information furnished by the Employer and the Trustee.

9.03. Retention Of Records.

Every person subject to a requirement to file any description or report or to certify any information thereof under applicable State law shall maintain records on the matters of which disclosure is required which will provide in sufficient detail the necessary basic information and data from which the documents thus required may be verified, explained or clarified and checked for accuracy and completeness, and shall include vouchers, worksheets, receipts and applicable resolutions, and shall keep such records available for examination for a period of not less than six (6) years after the filing date of the documents based on the information which they contain.

9.04. Powers And Responsibilities.

- A. The Employer shall be empowered to appoint and remove the Administrator, from time to time, as it deems necessary for the proper administration of the Plan and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code.
- B. The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to interpret and construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any such procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to be deemed a qualified plan under the terms of Code section 401(a). The Administrator shall have all powers necessary or appropriate to accomplish its duties under this Plan.



- C. The Administrator shall establish a funding policy and method, i.e., it shall determine whether the Plan has a short run need for liquidity (e.g., to pay benefits) or whether liquidity is a long run goal and whether investment growth and the stability of same is a more current need, or shall appoint a qualified person to do so. The Administrator shall communicate such needs and goals to the Trustee, who shall coordinate such Plan needs with its investment policy. The communication of such a funding policy and method shall not, however, constitute a directive to the Trustee as to the investment of the Trust Fund. Such funding policy and method shall be consistent with the objectives of this Plan and with the requirements of applicable State law. The Administrator may hire an investment manager or investment advisor to manage the investment of some or all of the Plan's assets.

9.05. Designation Of Administrative Authority.

- A. The Employer shall be the Administrator unless the Employer appoints another person or persons to serve as the Administrator. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify such appointee's acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Board or may be removed by the Board by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified.
- B. The Employer, upon the resignation or removal of an Administrator, shall promptly designate in writing a successor to this position. If the Employer does not appoint a successor Administrator, the Employer will function as the Administrator.

9.06. Administrative Functions.

The Administrator shall:

- A. Determine Participant eligibility;
- B. Compute service credits, and benefits;
- C. Calculate distributable benefits and instruct the Trustee as to the amount and frequency of payments to the distributee;
- D. Process claims and appeals from claims denied; and

- E. Make recommendations to the Employer and the Trustee concerning any phase of Plan management or administration.

9.07. Interpretation Of Plan And Trust.

The Administrator or its designee shall interpret and construe the provisions of the Plan and the Trust, shall resolve any ambiguities in the Plan and the Trust, shall decide any disputes which may arise relative to the rights of Employees, past and present, Participants and their Beneficiaries, under the terms of this Plan, and the Administrator's resolution of such questions shall be final and binding upon such Employees, Participants, and Beneficiaries, and the successors, assigns, heirs and personal representatives of any of them. The Administrator or its designee shall give instructions and directions to the Trustee as necessary and, in general, shall direct the administration of the Plan which is embodied in this agreement. The Administrator shall not, through interpretation of the Plan or action under the Plan, increase the burden imposed upon the Trustee without the consent of the Trustee.

9.08. Settlement Of Disputes.

If any dispute arises between the Trustee and any other person, including, without limitation, the Administrator, the Employer or any Participant or Beneficiary under the Plan, with respect to the interpretation of this Plan or the duties of the Trustee, the Administrator or any other fiduciary, then neither the Trustee nor the Administrator shall be obligated to take any other action in connection with the matter involved in the controversy until such time as the controversy is resolved. In addition, the Trustee may deposit the cash or property in an interpleader action with the court of jurisdiction under applicable State law.

9.09. Agents.

With the consent of the Board or its designee, the Trustee and the Administrator shall have the right to employ agents and may rely upon the written opinions or certificates of any agent, attorney, actuary, accountant or physician.

9.10. Appointment Of Fiduciaries And Agents.

The Employer or its designee shall have the right to hire and fire any fiduciary or agent, including the Trustee, the Administrator, or any agent designated pursuant to the Agents section, above.

9.11. Compensation Of Administrator.

The Administrator shall receive no compensation from the Trust for acting as such, but the Trust shall reimburse the Administrator for all necessary and proper expenses incurred in carrying out its duties under this Plan.

9.12. Use Of Electronic Media.

In accordance with Treasury regulations, the Administrator may use telephonic or electronic media to satisfy the notice requirements under this Plan.

## ARTICLE 10. CLAIMS PROCEDURES

10.01. Request For Information.

Any Participant or Beneficiary may request such information concerning the Participant's or Beneficiary's rights or benefits under this Plan and the Trust as is required to be disclosed under applicable State law. The Administrator shall respond, in writing, within a reasonable time, not to exceed thirty (30) days, unless the failure to respond results from matters reasonably beyond the Administrator's control.

10.02. Claims For Benefits.

In order to receive benefits under this Plan, the Participant must submit satisfactory proof of entitlement to such a benefit as set forth in this Claims Procedures article.

10.03. Filing Claims.

- A. Any Participant, Beneficiary, or duly authorized representative of a Participant or Beneficiary (Claimant) may file a claim for benefits to which such Claimant believes he or she is entitled. Claims must be made in writing and delivered to the Administrator in accordance with this Claims Procedures article. Claimants shall provide the Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.
- B. Claims for benefits shall be processed as soon as administratively feasible and without unreasonable delay except for causes beyond the control of the Employer, the Administrator, the Trustee or other fiduciary.

10.04. Initial Determination Of Claim.

- A. The Administrator shall have full discretion to grant or deny a claim in whole or in part.
- B. The Administrator will notify the Claimant, in writing, of the granting or denying, in whole or in part, of such claim, within ninety (90) days after receipt of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial ninety (90)-day period.
- C. If an extension of time is necessary, the Claimant must be given a written notice to this effect prior to the expiration of the initial ninety (90)-day period and the notice must indicate the special circumstances requiring the extension and the date by which a decision will be made.
- D. If a claim is denied in whole or in part, the Administrator's notice denying such claim shall set forth, in a manner calculated to be understood by the Claimant, the following:
  - 1. The specific reason or reasons for the denial;
  - 2. Specific reference to pertinent Plan provisions on which the denial is based;
  - 3. A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material information is necessary; and
  - 4. An explanation of the Plan's claim review procedures.
- E. If notice of the granting or denying of a claim is not furnished in accordance with the preceding provisions, the claim shall be deemed denied and the Claimant shall be permitted to exercise the Claimant's right to review pursuant to the Claims Appeals section, below.

10.05. Claims Appeals.

- A. If a Claimant wishes to appeal a denial of a claim, the Claimant or the Claimant's duly authorized representative:

1. May request a review upon written application to the Administrator;
  2. May submit written comments, documents, records, and other information relating to the claim; and
  3. May obtain, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.
- B. The written request for review must be received by the Administrator no later than sixty (60) days after the Claimant receives notice that the Claimant's claim for Plan benefits has been denied.
- C. The decision on the review shall be made by the Administrator, who may, in its discretion, hold a hearing on the denied claim.
- D. The Administrator shall make its decision promptly, and not later than sixty (60) days after the Administrator's receipt of the request for a review. If an extension of time is necessary, the Claimant must be given a written notice to this effect prior to the expiration of the initial sixty (60)-day period and the notice must indicate the special circumstances requiring the extension and the date by which a decision will be made. If the Administrator determines that an extension of time for processing the claim is necessary due to matters beyond the control of the Administrator, this period may be extended no more than sixty (60) days from the end of the initial sixty (60)-day period and the notice shall indicate the special circumstances requiring the extension of time and the date by which a decision will be made on review.
- E. The decision on review must be written in a manner calculated to be understood by the Claimant. In the case of an adverse benefit determination, the notification to the Claimant shall set forth, in a manner calculated to be understood by the Claimant, the following:
1. The specific reason or reasons for the denial;
  2. Specific reference to pertinent Plan provisions on which the denial is based; and
  3. A statement that the Claimant is entitled to receive, upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits.

- F. If the decision on review is not furnished to the Claimant within the time required in this section, the claim shall be deemed denied on review and the Claimant shall be permitted to exercise the Claimant's right to legal remedy pursuant to the remaining sections of this Claims Procedures article.

10.06. Resolution Of Disputes.

Any claim under this Plan that has not been resolved under the preceding provisions of this Plan shall be resolved pursuant to the provisions of this Resolution Of Disputes section.

A. Negotiation/Mediation.

If any dispute arises over performance under the terms of this Plan, the parties shall use their best efforts for a period of thirty (30) days to resolve the dispute by agreement through negotiation or mediation. To commence the dispute resolution process, any party may serve written notice on the other parties specifically identifying the dispute and requesting that efforts at resolution begin. If the parties are unable to agree after reasonable negotiations among them, any party shall initiate mediation upon written request and the parties from the Retired Judges Registry shall select a mediator maintained by the California Judges Association or with Judicat (Mediator). The parties shall submit to the Mediator all written, documentary and other evidence and such oral testimony as is necessary for a proper resolution of the dispute. When and as requested by the Mediator, the parties shall meet promptly in good faith efforts to resolve the dispute. The parties shall equally bear all costs of negotiation or mediation.

B. Binding Arbitration.

If the parties' good faith efforts at resolving the dispute by agreement through negotiation or mediation are unsuccessful, within the thirty (30)-day period set forth in the Negotiation/Mediation subsection, above, or such longer period as mutually agreed by the parties, such dispute between the parties shall be submitted to, and conclusively determined by, binding arbitration in accordance with this Binding Arbitration section.

1. The parties agree that the Mediator selected pursuant to the Negotiation/Mediation subsection, above, shall serve as the Arbitrator; provided, however, that if such Mediator is unable or unwilling to serve, then an Arbitrator shall be selected by

the parties from the list of individuals affiliated with Judicial Arbitration and Mediation Services, Inc. If the parties are unable to agree upon an Arbitrator, each party shall select an Arbitrator and the Arbitrators so selected shall select a third Arbitrator.

2. Any arbitration hearing shall be conducted in Riverside County. The law applicable to the arbitration of any dispute shall be the law of the State of California. Except as otherwise provided in this Plan, the arbitration shall be governed by the rules of arbitration of the American Arbitration Association.
3. In no event shall the Arbitrator's award include any component of punitive or exemplary damages. The parties shall equally bear all costs of arbitration.

10.07. Administration Pending Resolution Of Disputes.

If a dispute arises with respect to any matter under this Plan, the Administrator may refrain from taking any other or further action in connection with the matter involved in the controversy until the dispute has been resolved under the Plan.

10.08. Time.

The filing of claims or receipt of notices of rulings and any event starting a time period shall be deemed to commence with personal delivery signed for by the Claimant or by affidavit of personal service, or the date of actual receipts for certified or registered mail or date returned if delivery is refused or a Claimant has moved without giving the Administrator a forwarding address.

ARTICLE 11. AMENDMENT AND TERMINATION

11.01. Amendment.

- A. The Employer reserves the right to amend this Plan and the Trust at any time without the consent of the Administrator, any Trustee or any fiduciary, or of any Participant or Beneficiary; provided, however, that except in accordance with the provisions of the Plan or as otherwise specifically permitted by law, no such amendment shall:

1. Cause any of the assets of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries;
  2. Have any retroactive effect so as to deprive any Participant or Beneficiary of any benefit already Vested and accrued, except that such changes may be made as may be required to permit the Plan and the Trust to meet the requirements of the Code with respect to the qualification of the Plan and the exemption of the Trust under Code sections 401(a) and 501(a), or any similar statutes enacted in lieu thereof; or
  3. Increase the duties or liabilities of the Trustee without the Trustee's consent.
- B. Notwithstanding any other provision of the Plan to the contrary (specifically including, but not limited to, the No Amendment To Reduce Prior Earned Benefits section, below), if there is a scrivener's error in properly transcribing the provisions of this Plan as they were intended to read by the Employer, then (i) it shall not be a violation of the Plan's terms to operate the Plan in accordance with the Plan's provisions as they would have been written absent the scrivener's error, pending the correction of the scrivener's error through an amendment to the Plan, and (ii) an amendment to the Plan to correct such a scrivener's error shall be a clarification of the Plan's terms.
- C. Any amendment to the Plan shall be made by means of a written instrument identified as an amendment of the Plan effective as of a specified date.
- D. The Employer may delegate the adoption of the following amendments to the Administrator:
1. An amendment which is designed to clarify any provision of the Plan; or
  2. An amendment which is designed to bring the Plan into compliance with applicable federal or State law or the regulations of the Internal Revenue Service including a restatement; or
  3. An amendment that does not have a significant fiscal impact to the Employer.



11.02. No Amendment To Reduce Prior Earned Benefits.

Except as otherwise specifically permitted by law, the Employer shall not have the right to modify or amend the Plan retroactively in such manner as to deprive any Participant or Beneficiary of any benefit to which such Participant or Beneficiary was entitled under the Plan by reason of contributions made prior thereto, unless such modification or amendment is necessary to conform the Plan to, or to satisfy the conditions of, any law, governmental regulations or rulings, and to permit the Plan and the Trust to meet the requirements of Code sections 401(a) and 501(a), or any similar statutes enacted in lieu thereof.

11.03. Plan Termination.

The Employer expects to continue the Plan indefinitely, but reserves the right to terminate the Plan at any time by appropriate action. In the event of such termination or a partial termination, as determined in accordance with the standards established by the Internal Revenue Service through Treasury regulations and Revenue Rulings, each affected Employee shall become one hundred percent (100%) Vested in the Participant's Accrued Benefit. The Employer shall thereupon give written directions to the Administrator and the Trustee to either:

- A. Terminate the Plan and the Trust and direct the Trustee to distribute to the Participants; or
- B. Cease future benefit accruals under the Plan and continue the Trust, with distributions to be made to a Participant pursuant to the Plan upon the Participant's Severance From Employment.

11.04. Reversions.

Except as provided below and as otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries; provided, however:

- A. All contributions to the Plan are conditioned on the initial qualification of the Plan under Code section 401(a). If it is finally determined that the Plan is not initially qualified by the Commissioner of Internal Revenue, then such contributions shall be returned to the Employer no later than one (1) year after such

final determination, but only if the application for the determination was made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted or such later date as the Secretary of the Treasury may prescribe.

- B. In the case of a contribution, which is made by an Employer by a mistake of fact, the Trustee may return such contribution to the Employer within one (1) year after the payment of the contribution.
- C. Upon termination of the Plan, if there is any balance remaining in the Trust after the satisfaction of all liabilities to the Participants and their Beneficiaries, the Trustee shall return said balance to the Employer.

11.05. Segregation Of Trust Assets.

If this Plan initially or subsequently does not qualify under Code section 401(a), or is terminated, and if the Trustee has commingled the assets of the Trust with assets belonging to other exempt employees' trusts, or for tax purposes reports the income and distribution of the Trust as part of a single trust, the Administrator shall direct the Trustee to forthwith segregate the assets of the Trust for accounting and tax purposes and treat such Trust as a separate and distinct trust.

11.06. Transfer To New Plan.

If the Employer establishes another plan providing comparable benefits to this Plan, such other plan is qualified under Code section 401(a) and the Employer intends to discontinue contributions under this Plan due to the liabilities created under the new plan, then, subject to the prior approval of the Board, the Employer may direct the Trustee to cause all Trust Funds to be transferred to such newly-created Plan. Thereafter, notwithstanding the provisions of the Plan Termination section, above, all further obligations to Participants, their Beneficiaries or the Employer under this Plan shall cease. Neither the sponsor nor the Trustee shall be required to ascertain the proper applicability of such fund after the transfer is made.

11.07. Plan Merger.

In the event of any merger or consolidation with, or the transfer of assets or liabilities to any other plan, each Participant in the Plan shall (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit that the Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan then terminated).

11.08. Termination Of Joint Powers Authority.

The Employer serves a Joint Powers Authority (JPA) established by the following Cities: Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio, Coachella, Desert Hot Springs, and Palm Springs. If the Employer is dissolved at any time or for any reason, all of the above-mentioned cities will be required to assume the apportionment of the Employer's retirement obligations.

ARTICLE 12. MISCELLANEOUS

12.01. Nonalienation Of Benefits.

- A. Subject to the exceptions provided below and as otherwise specifically permitted by law, no assets or benefits under this Plan and the Trust shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge. Any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. Nor shall any such benefits in any manner be liable for or subject to the debts, contracts, liabilities or torts of the person entitled to such benefits; provided, however, that there shall not be taken into account any voluntary and revocable assignment of not to exceed ten percent (10%) of any benefit payment made by a Participant who is receiving benefits under the Plan unless the assignment or alienation is made for purposes of defraying plan administration costs. This section shall not apply to assignments which were irrevocable on September 2, 1974.
- B. The prohibitions contained in this Alienation section shall not apply to the extent a Participant or Beneficiary is indebted to the Plan, for any reason, under any provision of this Plan or the Trust. At the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such proportion of the amount distributed as shall equal such indebtedness shall be retained by the Trustee to apply against or discharge such indebtedness. Prior to such application, however, the Administrator must give written notice to the Participant or Beneficiary that such indebtedness is to be so paid in whole or part from the Participant's Accrued Benefit. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against the Participant's Accrued Benefit, the Participant or Beneficiary shall be entitled to a review of the validity of the claim in accordance with procedures provided in the Benefit Claims And Appeals article.

- C. The prohibitions contained in this Alienation section shall not apply to a "qualified domestic relations order" as defined in Code section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. Further, to the extent provided under a qualified domestic relations order, a former Spouse of a Participant shall be treated as the surviving Spouse for purposes of the Qualified Joint And Survivor Annuity and Qualified Preretirement Survivor Annuity provisions of the Plan and any Spouse of the Participant shall not be treated as the Spouse of the Participant for such purposes.

12.02. Limitation Of Rights; Employment Relationship.

Neither the establishment of the Plan or the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer, the Administrator or the Trustee except as provided by law; and in no event shall the terms of employment of any Employee be modified or in any way affected hereby.

12.03. Release From Liability.

Any payment to any Participant, or to the Participant's legal representative or Beneficiary, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Employer, the Administrator and the Trustee, any of whom may require such Participant, legal representative or Beneficiary, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Employer, the Administrator or the Trustee, as the case may be.

12.04. Disputes.

If a dispute arises as to the proper amount or recipient of any payment of benefits or delivery of any contracts, the Administrator, in the Administrator's sole discretion, may withhold or cause to be withheld, such payment or delivery until the dispute has been settled by the parties concerned, or the Administrator may deposit such funds or property with the court in an interpleader action brought under the law of the State having jurisdiction.

12.05. Indemnity.

The Employer hereby agrees to indemnify and hold harmless each present and future Administrator and its employees, and all duly authorized agents, against all liabilities, costs and expenses, including, without limitation, attorneys' fees reasonably incurred by, or imposed upon, such person in connection with, or arising out of, any claims, demands, suits, actions or proceedings in which such indemnified party may be involved, except in the case of the willful misconduct of any such indemnified party. Expenses shall include the cost of reasonable settlement made with the view to curtailment of costs of litigation. The foregoing right of indemnification shall not be exclusive of other rights to which such indemnified party may be entitled as a matter of law.

12.06. Expenses.

Upon written instructions from the Administrator, the Trustee shall pay from the Trust Fund the expenses necessary to carry out the administration of this Plan.

12.07. Construction.

No provision of this Plan shall be construed to conflict with any applicable Treasury Department, Department of Labor or Internal Revenue Service regulation, ruling, release or proposed regulation or other order which affects, or could affect, the terms of this Plan.

12.08. Headings.

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

12.09. Uniformity.

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

12.10. Gender And Number.

Any reference in the masculine gender herein shall be deemed to also include the feminine gender, unless expressly provided otherwise. Wherever appropriate, any reference in this document in the singular shall include the plural and any reference in the plural shall include the singular.

12.11. Controlling Law.

Unless otherwise provided in this Plan, the Plan shall be construed and enforced according to the laws of the United States of America to the extent applicable, otherwise by the laws of California including California's choice-of-law rules, except to the extent those laws would require application of a State other than California.

12.12. Severability.

In the event that any provisions of this Plan shall be held illegal or invalid for any reason by operation of law or a court of competent jurisdiction, said illegality or invalidity shall not affect the remaining legal and valid provisions of this document. This Plan shall continue as if said illegal or invalid provisions had not been included herein either initially, or beyond the date it is first held to be illegal or invalid, but only if the basic purposes hereof can be effected through the remaining valid and legal provisions.

12.13. Waiver.

Failure to insist upon strict compliance with any provision of this Plan shall not be deemed to be a waiver of such provision or any other provision; waiver of breach of any provision of this Plan shall not be deemed to be a waiver of any other provision or subsequent breach of such provision. No term, condition, or provision of the Plan shall be deemed waived unless the purported waiver is in a writing signed by the party to be charged. No written waiver shall be deemed a continuing waiver unless so specifically stated in the writing, and such waiver shall operate only as to the specific term, condition, or provision waived.

12.14. Entire Document.

This document and any appendices or supplements hereto shall constitute the entire document and shall govern the rights, liabilities and obligations of the parties under the Plan, except as it may be modified.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2023.

VISIT GREATER PALM SPRINGS

By: \_\_\_\_\_

Title: \_\_\_\_\_

**VISIT GREATER PALM SPRINGS  
DEFINED BENEFIT PENSION PLAN**

**APPENDIX A**

**BENEFITS FOR CLASSIC MEMBERS**

This Appendix to the Visit Greater Palm Springs Defined Benefit Pension Plan is a part of the Plan as if it were set forth in the body of the main Plan document. This Appendix sets for the special provisions of the Plan that are applicable to Classic Members and shall modify and, to the extent inconsistent, supersede the provisions of the Plan specified below with respect to such Classic Members.

2.08. Average Compensation.

"Average Compensation" means the average of the Participant's Compensation as defined in the Compensation, below, earned over a period of three (3) consecutive Plan Years subject to the following:

- A. Compensation paid in a year in which the Employee was not an active Participant shall not be included.
- B. Compensation earned before the Participant's Entry Date shall not be included.
- C. If a Participant was not an active Participant for three (3) full Plan Years, Average Compensation shall be based on all of the Participant's Compensation.

2.08A. Compensation.

Except as otherwise provided, "Compensation" means:

A. Compensation In General.

"Compensation" means wages as defined in Code section 3401(a) (for purposes of income tax withholding at the source) paid to an Employee by the Employer but determined without regard to any rules under Code section 3401(a) that would otherwise limit the remuneration included in wages based on the nature or location of the employment or the services performed.

B. Additions To Compensation.

"Compensation" shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Employee under Code section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).

C. Exclusions From Compensation.

1. Moving Expenses.
2. Compensation earned before the Employee becomes a Participant.
3. Compensation earned during a time that the Employee was not eligible to participate in the Plan.

D. Payments After Severance From Employment.

"Compensation" includes amounts paid after the Employee's Severance From Employment if paid by the later of (i) two and one-half (2-1/2) months after the Employee's Severance From Employment, or (ii) the end of the Limitation Year that includes the date of the Employee's Severance From Employment subject to the following requirement:

1. The payment is regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments and the payment would have been made to the Employee prior to a Severance From Employment if the Employee had continued in employment with the Employer.

E. Compensation Limit.

The annual compensation of each Employee taken into account under the Plan for any year shall not exceed the annual compensation limit under Code section 401(a)(17) (three hundred and thirty thousand dollars (\$330,000) for the 2023 Plan Year) as such amount may be adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with Code section 401(a)(17)(B). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12)



months, over which compensation is determined (a "determination period") beginning in such calendar year. If a determination period consists of fewer than twelve (12) months, the applicable compensation limit determined under this subsection will be multiplied by a fraction, the numerator of which is the number of months in the determination period and the denominator of which is twelve (12).

F. USERRA Compensation.

For purposes of determining the Employer's liability under section 4318(b)(1) of chapter 43 of title 38, United States Code, as enacted by the Uniformed Services Employment And Reemployment Rights Act of 1994, as it may be amended from time to time (USERRA), an Employee's Compensation during the period of qualified military service shall be computed at the rate the Employee would have received but for the period of qualified military service.

2.19. Early Retirement Age.

"Early Retirement Age" means age fifty-seven (57) plus five (5) Years Of Benefit Service.

3.01. Eligible Employees; Excluded Employees.

A. All Classic Members are eligible to participate in the Plan.

3.03. Participation Upon Reemployment Before Retirement.

If a Classic Member has a Severance From Employment on or after January 1, 2013 and is rehired, the Employee will be subject to the eligibility requirements and Plan benefits for New Members.

4.01. Amount Of Employer Contributions.

The Employer shall from time to time make contributions to this Plan in such amounts as are sufficient to fund the Plan's benefits on behalf of Classic Members on a sound actuarial basis as determined by the Plan's actuary.

4.02. Amount Of Employee Accumulated Required Contributions.

Classic Members are not required to make required contributions to the Plan.

## 5.01 Retirement Benefit.

### Normal Retirement Benefit.

A Classic Member's annual Normal Retirement Benefit shall be two percent (2%) of Average Compensation for each Year Of Benefit Service up to a maximum of fifty (50) Years Of Benefit Service.

### Early Retirement Benefit.

Each Classic Member shall be entitled to a benefit equal to a percentage of the Participant's Average Compensation based on the Participant's age at retirement (to the preceding quarter year), multiplied by the Participant's number of Years Of Benefit Service. The percentage of Average Compensation increases by .025 for each additional quarter year of age at retirement. The table below illustrates the percentage for certain retirement ages.

Age at Retirement	Exact Age	¼ Year	½ Year	¾ Year
57	1.500%	1.525%	1.550%	1.575%
58	1.600%	1.625%	1.650%	1.675%
59	1.700%	1.725%	1.750%	1.775%
60	1.800%	1.825%	1.850%	1.875%
61	1.900%	1.925%	1.950%	1.975%
62	2.000%			

## 8.02D. Cost Of Living Adjustments.

1. For a Classic Member who had a Severance From Employment on or before January 1, 2014, the normal form of benefit determined under the Form Of Benefit section, above, shall be increased on each anniversary of the Classic Member's benefit commencement date by an amount equal to the lesser of:
  - a. Three percent (3%) annually; or
  - b. The percentage increase in any calendar year in the Consumer Price Index (CPI), Los Angeles area for all Urban Consumers, on each calendar year beginning with the first calendar year following a Classic Member's Annuity Starting Date (subject to the limitation of Code section 415 in effect each January 1st) until such time as the Classic Member or the Classic Member's Beneficiary shall cease to be entitled to retirement benefits pursuant to the Plan. Effective as of

July 1, 2023, the adjustment shall occur as of each July 1 based on the CPI as of the previous April 1.

2. For Classic Members who have a Severance From Employment on or after July 1, 2023, the normal form of benefit determined under the Form Of Benefit section, above, shall be increased on each July 1 after the Participant's Annuity Starting Date by an amount equal to the Consumer Price Index CPI), Los Angeles area for all Urban Consumers as of each April (subject to the limitation of Code section 415 in effect each January 1st) until such time as the Participant or the Participant's Beneficiary shall cease to be entitled to retirement benefits pursuant to the Plan. However, the minimum adjustment as of each July 1 shall be no less than two one one-half percent (2.5%) and shall not exceed five percent (5%).
3. For a Participant who has a Severance From Employment on or after January 1, 2014 and before July 1, 2023, no Cost of Living Adjustments shall be made.

# JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE

## RESOLUTION NO. JPA 2023-009

**A RESOLUTION OF THE JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE OF  
VISIT GREATER PALM SPRINGS  
IN SUPPORT OF THE  
ESTABLISHMENT OF THE PROPOSED CHUCKWALLA NATIONAL MONUMENT  
AND THE PROPOSED EXPANSION OF THE JOSHUA TREE NATIONAL PARK**

**Gary Gardner, Chair**  
City of Desert Hot Springs

**Waymond Fermon, Vice Chair**  
City of Indio

**Rita Lamb**  
City of Cathedral City

**Bruce Whitman**  
City of Indian Wells

**Linda Evans**  
City of La Quinta

**Jan Harnik**  
City of Palm Desert

**Jeffrey Bernstein**  
City of Palm Springs

**Steve Downs**  
City of Rancho Mirage

**V. Manuel Perez**  
County of Riverside

**WHEREAS**, Visit Greater Palm Springs ("VGPS") is a joint powers authority ("JPA") operating under the Joint Exercise of Powers Act (California Government Code Section 6500 et seq.), located in the County of Riverside, State of California; and

**WHEREAS**, VGPS members include the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside; and

**WHEREAS**, the purpose of the VGPS is to encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the VGPS Members and their constituents; and

**WHEREAS**, the proposed Chuckwalla National Monument and the expansion of the Joshua Tree National Park, located partially in Riverside County, contain spectacular public lands that are a scenic, environmental, economic, cultural and recreational resource both locally, as well as across our state; and

**WHEREAS**, the proposed Chuckwalla National Monument and the Joshua Tree National Park support year-round habitats for diverse wildlife such as desert bighorn sheep, desert tortoise, a wide variety of birds and many other species; and

**WHEREAS**, publicly owned and federally managed desert lands constitute a public wildland resource of extraordinary and inestimable value and deserve to be protected for present and future generations; and

**WHEREAS**, securing permanent protection for the proposed Chuckwalla National Monument and the proposed expansion of the Joshua Tree National Park will secure quality of life and recreational opportunities directly related to our public lands for generations to come; and

**WHEREAS**, multiple studies have shown that National Monuments create jobs and support positive economics for communities nearby; and

**WHEREAS**, these areas contain significant cultural, archeological, historic and scientific values worthy of permanent protection; and

**WHEREAS**, it remains in VGPS's interest to maintain and protect the California desert as a recreational resource and a place for citizens of and visitors to the

Coachella Valley to recreate, spend time with family, or simply gaze into the night sky.

**NOW, THEREFORE, BE IT RESOLVED** by the JPA Executive Committee, the governing body of Visit Greater Palm Springs, that:

**Section 1. RECITALS**

The above recitals are true and correct and are hereby incorporated herein by this reference.

**Section 2. SUPPORT OF CHUCKWALLA NATIONAL MONUMENT AND JOSHUA TREE NATIONAL PARK**

- a. The JPA Executive Committee directs the President and CEO of VGPS to submit a written request, on behalf of VGPS, that United States President Joseph R. Biden promptly designate the proposed Chuckwalla National Monument and the Joshua Tree National Park as National Monuments/Parks through Presidential proclamation via the Act for the Preservation of American Antiquities (Antiquities Act).
- b. The JPA Executive Committee directs the President and CEO of VGPS to forward a copy of this Resolution to United States President Joseph R. Biden, Senator Diane Feinstein, Senator Alex Padilla, Congressman Raul Ruiz, and Congressman Ken Calvert.

**Section 3. SEVERABILITY**

The JPA Executive Committee declares that, should any provision, section paragraph, sentence or word of this Resolution and/or the attachments hereto be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislations, the remaining provisions, sections, paragraphs, sentences or words of this Resolution and/or Regular Meeting Schedule as hereby adopted shall remain in full force and effect.

**Section 4. REPEAL OF CONFLICTING PROVISIONS**

That all provisions of any prior resolutions that are in conflict with the provisions of this Resolution are hereby repealed.

**Section 5. EFFECTIVE DATE**

That this Resolution shall take effect immediately upon its adoption.

**Section 7. CERTIFICATION**

That the Clerk of the JPA Executive Committee shall certify the roll call vote adopting this Resolution.

**I HEREBY CERTIFY** that the foregoing Resolution was introduced and adopted at a regular meeting of the JPA Executive Committee on the 29<sup>th</sup> day of September 2023 by the following vote:

**AYES:**

**NAYES:**

**ABSENT:**

**ABSTAIN:**

---

Gary Gardner, Chair  
Executive Committee

**ATTEST:**

---

Sarah Goslin  
Clerk for the JPA Executive Committee

**APPROVED AS TO FORM:**

---

Lena D. Wade, General Counsel



70100 *highway* 111 / rancho mirage, ca 92270  
760.770.9000 / 800.967.3767

## STAFF REPORT

### SUBJECT:

Support for the proposed Chuckwalla National Monument and expansion of Joshua Tree National Park.

### RECOMMENDATION:

Adopt a Resolution entitled, "A RESOLUTION OF THE JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE OF VISIT GREATER PALM SPRINGS IN SUPPORT OF THE ESTABLISHMENT OF THE PROPOSED CHUCKWALLA NATIONAL MONUMENT AND THE PROPOSED EXPANSION OF THE JOSHUA TREE NATIONAL PARK." This Resolution would support the designation of the proposed Chuckwalla National Monument and expansion of Joshua Tree National Park via presidential use of the Antiquities Act or through legislation in the U.S. Congress.

### BACKGROUND:

A coalition of local non-profits and other organizations (The Protect California Deserts Campaign) is working to gain the support of U.S. Congressman Raul Ruiz, M.D., Senators Feinstein and Padilla, and the Biden Administration on a proposal to conserve federal public lands in Riverside and Imperial Counties for present and future generations to enjoy. The proposal would designate a new Chuckwalla National Monument that would border the southern edge of Joshua Tree National Park and permanently protect recreational access to popular places like the Mecca Hills and Orocopia Mountains. The proposed protections would honor and recognize the cultural histories of Indigenous peoples, enhance access to world-class nature for local residents and visitors, protect fragile desert wildlife by providing connectivity between existing protected lands, and help boost local economies.

National monuments can be established in two ways: through federal legislation or, more commonly, through presidential use of the Antiquities Act. Given current gridlock in Congress, the coalition is pursuing the latter option and seeks to work closely with Congressman Ruiz and California senators to advocate with the Biden Administration. Staff is recommending that the Board approve a resolution supporting the designation of the proposed Chuckwalla National Monument and expansion of Joshua Tree National Park and directing staff to forward the resolution to United States President Joseph R. Biden, Senator Diane Feinstein, Senator Alex Padilla, Congressman Raul Ruiz, and Congressman Ken Calvert. The proposal would protect special deserts, mountains, and woodlands spanning from the eastern Coachella Valley almost to the Colorado River (see attached map). The new monument would safeguard World War II historical sites, the Bradshaw Trail and other designated routes, cultural landscapes, and vital habitats for a diverse array of species, including chuckwalla, desert bighorn sheep, and desert tortoise. The proposal also includes an expansion to Joshua Tree National Park. To highlight key elements, the proposal would:

- Establish a Chuckwalla National Monument stretching from the Mecca Hills and Dos Palmas in the west to approximately 10 miles west of the Arizona border in Riverside and Imperial Counties; this would include protection for a wide array of cultural, historic and natural resources;
- Expand Joshua Tree National Park in the Eagle Mountain area;
- Require an inter-agency study of recreation needs on public lands in the region; especially under-resourced but popular day-use sites;
- Honor the homelands of the Cahuilla, Chemehuevi, Mojave, Quechan, and Serrano peoples.



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The proposed Chuckwalla National Monument and other protections would only apply to federal public lands. Such a designation would not affect existing lawful use of private property. Rights of way, utility corridors and infrastructure would not be impacted. The proposed Joshua Tree National Park expansion includes only those lands identified in a 2016 assessment by the National Park Service for inclusion in the Park. The expansion would cover only Bureau of Land Management (BLM) lands in the area, not privately owned lands. It also would not affect a proposed pump storage project and other existing or proposed activities on private lands.

The proposed protection of public lands is compatible with and complimentary to both the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and the Desert Renewable Energy Conservation Plan (DRECP).

It's important to note that the draft Chuckwalla National Monument boundary does not exactly match the CVMSHCP conservation area boundaries. While the goals of the proposed national monument and the CVMSHCP are compatible, some variation is expected. The previously designated national monuments in the region which overlap with the CVMSHCP, the Santa Rosa and San Jacinto Mountains National Monument and the Sand to Snow National Monument, provide opportunities for ongoing collaboration and cooperative management. Like other national monuments in the region, the national monument designation would ultimately involve development of a management plan for the public lands with significant collaboration with local, state, and federal partners and input from the public.

The proposal was also crafted to be complimentary to the goals of the DRECP. All areas prioritized for renewable energy development were purposefully excluded from the proposed national monument boundaries.

National Monuments generally permit existing recreational uses to continue and in fact provide a better experience for users with increased signage for improved access and interpretation. OHV use is permissible within national monuments on legal routes and within designated areas.

The draft proposal will benefit Riverside and Imperial Counties in several ways, including:

- Protecting crucial plant and wildlife habitat and migration corridors.
- Safeguarding indigenous sites, landscapes of importance, and other significant cultural resources.
- Protecting important historic sites and landscapes.
- Enhancing equitable and sustainable recreation access to federal public lands.
- Boosting local economies by attracting visitors (see attachment on economic benefits)
- Promoting tourism and recreation which are an essential part of the desert region's economy.

The National Monument designation would preserve and enhance the extensive recreational and environmental education opportunities in this spectacular landscape. Monument designation would attract outdoor recreation enthusiasts, translating into dollars for the local economies of the Coachella Valley, Palo Verde Valley and surrounding communities.

All the lands within this proposal are within the new 25th Congressional District, which is represented by Congressman Ruiz. The coalition of organizations supporting the Protect California Deserts proposal is currently reaching out to local elected officials, community leaders and stakeholders to solicit their input and support. Local supporters include Friends of the Desert Mountains, California Audubon, Cactus to Clouds, COFEM, the Sierra Club, Mojave Desert Land Trust, Native American Land Conservancy, Wildlands Conservancy, and National Parks Conservation Association among several others.





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Staff recommends VGPS support the Protect California Deserts proposal and the designation of the Chuckwalla National Monument.

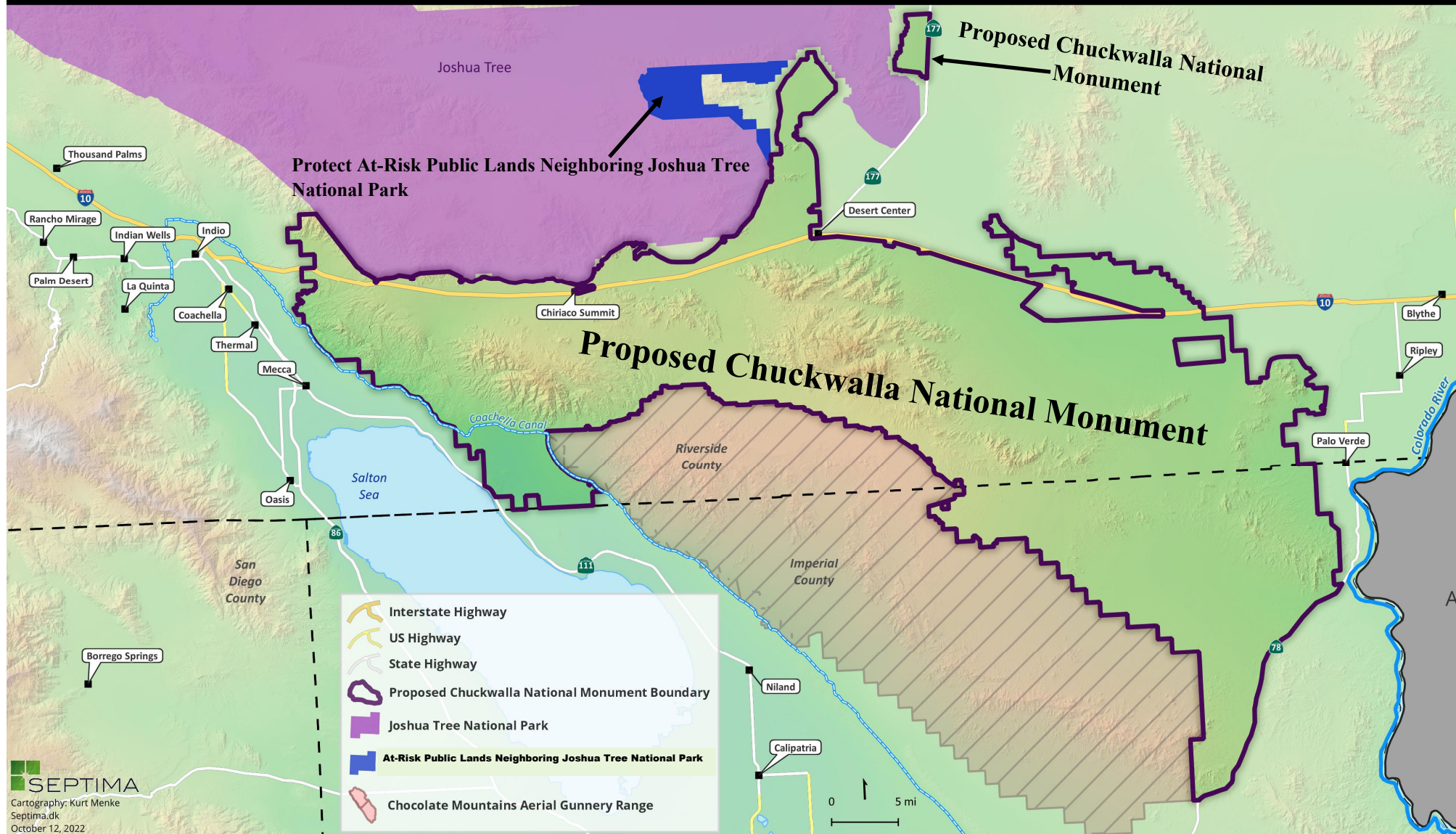
FISCAL IMPACT:

There is no fiscal impact as a result of adopting the proposed resolution of support.

ATTACHMENTS:

1. Map of Proposed Chuckwalla National Monument and Joshua Tree National Park expansion
2. Summary of the Protect California Deserts proposal
3. A factsheet on economic benefits of the proposal

# The Protect CA Deserts Campaign's Public Land Proposals







## INTRODUCING A NEW EFFORT TO PROTECT CALIFORNIA DESERTS

Local organizations, with the support of regional and national organizations, are working together to preserve public lands in Riverside and Imperial Counties between Palm Springs and the Colorado River for future generations. These protections will honor and recognize the Indigenous cultural histories and tribal heritage values of the Cahuilla, Quechan, Serrano, Chemehuevi, and Mojave peoples, increase access to world-class nature for local residents and visitors, protect fragile desert wildlife and facilitate connectivity, and help benefit local economies. This effort proposes to:



Bob Wick

### ► DESIGNATE A NEW CHUCKWALLA NATIONAL MONUMENT

that would border the southern edge of Joshua Tree National Park and permanently protect recreation access to popular places like the Mecca Hills and Orocopia Mountains. The new monument would safeguard World War II historical sites, the Bradshaw Trail, cultural landscapes, and vital habitats for chuckwalla, desert bighorn sheep, and desert tortoise.

### ► EXPAND JOSHUA TREE NATIONAL PARK

to the east, which will connect the Park with the proposed national monument and other existing protected areas. This would help ensure connectivity for desert bighorn sheep, burro deer, and other wildlife in the face of climate change. The park expansion would also increase access to nature for east Coachella Valley residents and preserve places of cultural and historical importance. The National Park Service has identified the lands proposed in the expansion as a suitable addition to the park.



Larry Heronema





## ► HONOR THE HOMELANDS

of the Iviatim, Kwatsáan, Maara'yam, Nüwü, Pipa Aha Macav (the Cahuilla, Quechan, Serrano, Chemeheuvi, and Mojave) peoples. Local organizations are working to properly inform and involve Tribal nations whose homelands are within the proposed monument so that future management plans implement Tribal input and stewardship practices. This will help ensure that their traditions, sacred sites, trails, and plant and animal relatives in this cultural landscape are preserved in a manner which respects Tribal priorities and sovereignty.

## ► HELP ENSURE MORE EQUITABLE ACCESS TO NATURE FOR LOCAL COMMUNITIES

The proposed monument includes many places that are enjoyed for outdoor recreation activities, including the Mecca Hills, the Orocopia Mountains, and the historic Bradshaw Trail National Back Country Byway. Permanently protecting these lands with a monument designation is an opportunity to ensure that these places are here for current and future generations to experience and enjoy. As part of our effort, we're proposing that the Bureau of Land Management conduct a study to assess recreation needs in the area.



## CALIFORNIA'S DESERTS: UNPARALLELED AND BELOVED PUBLIC LANDS

California's deserts span over 26 million acres and are like nowhere else on earth. The deserts of Riverside and Imperial Counties include palm oases, rocky mountain ranges, and lush desert woodlands with unique plants such as the Chuckwalla Cholla cactus and threatened animals such as the desert tortoise and flat-tailed horned lizard. The U.S. Fish and Wildlife Service selected lands within the proposed Chuckwalla National Monument as a re-introduction site for the iconic and critically endangered Sonoran pronghorn.

These public lands offer outstanding recreation opportunities and are essential to enhancing equitable outdoor access for local communities. They are the ancestral homelands of many Tribes since time immemorial. The region also contains important historical values, and tourism in the area helps contribute to a sustainable economic engine for nearby communities.



**PROTECTCADESERTS.ORG**

@PROTECTCADESERT



► **EMAIL US:**  
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► **CALL US:**  
CHRIS CLARKE, (760) 600-0038

# THE CALIFORNIA DESERTS REGION

## ECONOMIC BENEFITS

### The Economic Link Between Conserved Lands and Local Communities

Studies have demonstrated an association between conservation of public lands and a significant boon to surrounding local economies.

### Tourism: Economic Driver in the Desert

The California Desert region is experiencing a rapid escalation in tourist enthusiasm and visitation that has driven revenue for local economies.

### Jobs and Desert Visitation

Tourism is an industry, and as desert visitation rapidly expands, so too has job creation and business opportunities for local residents who support related sectors such as business, finance, construction, and health.

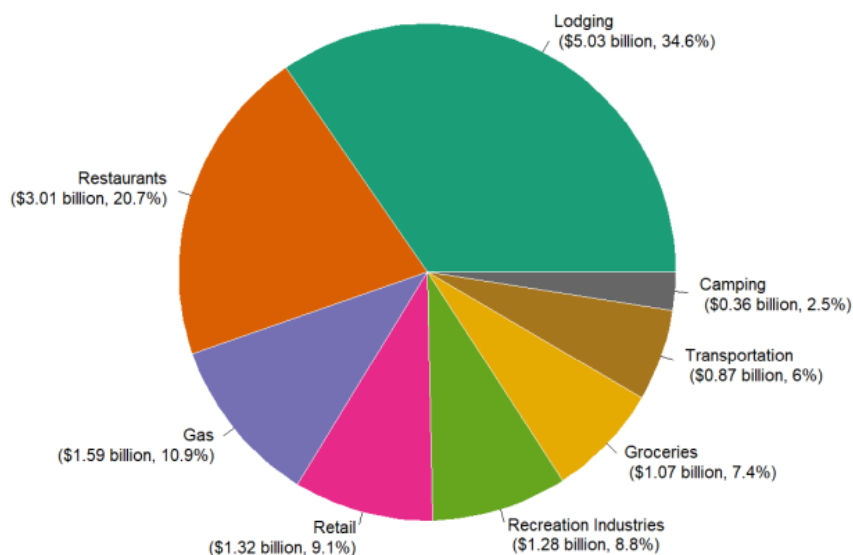
Per capita income in western nonmetropolitan counties [100,000 acres of protected lands] was on average \$4,360 higher [in 2010; \$5,319 in 2022] than per capita income in similar counties with no protected lands.

-The Economic Importance of National Monuments to Local Communities. 2017. Headwaters Economics.



### DESERT CONSERVATION CONFERS ECONOMIC BENEFITS. IT'S MORE THAN SAVING BEAUTIFUL PLACES.

Monument designation has a positive and statistically significant average increase of approximately 10% on the total number of establishments [businesses] and 8.5% on the total number of jobs in Zip Code Tabulation Areas within 25 km of the 14 Mountain West designated national monuments analyzed across a 25-year time period.



M. Walls, P. Lee, & M. Ashenfarb. 2020. Resources for the Future. National monuments and economic growth in the American West. Science Advances. Vol 6 (12).  
Graph: 2020 National Park Visitor Spending Effects [NPS].



## Economic Benefits of Desert Conservation



### SUMMARY POINTS: ECONOMIC BENEFITS OF DESERT CONSERVATION

- In a 2020 study published by the Washington D.C. based think tank Resources for the Future, authors reviewed data across 8 states in the Mountain West to estimate the economic impacts of 14 monument designations over a 25-year period. They concluded that monuments resulted in **greater average number of establishments and jobs in proximity to monuments**; increased average establishment growth rate; and had no effect on mining and other industries that use public lands.
- The National Park Service 2020 Report on *NPS Visits, Spending, and Economic Contributions to Local Economies* noted that for Joshua Tree National Park, visitation of 2,399,542 guests conveyed **\$121,857,000** spent in local economies; **1,512** jobs; and **\$60,065,000** in labor income consisting of employee wages, salaries and payroll benefits, as well as the incomes of proprietors that are supported by NPS visitor spending.
- Visit California's Economic Impact of Travel report for 2021 indicated Local Tax Revenue of **\$293,000** for the state's Desert Region, supporting community benefits such as safety, fire, recreation, and library services.
- Joshua Tree National Park and other desert public lands have experienced a dramatic increase in visitation across the last decade as the public has enthusiastically discovered our desert region. For instance, between 2011 and 2021, visitation at JTNP increased from 1,396,237 to 3,064,000 – a **119% increase**.
- A 2014 report [ECONorthwest] noted economic contributions of Quiet Recreation Visits within 50 miles of recreation sites on BLM-managed lands within California. Total Direct Spending was \$243,938,853. In inflation-adjusted dollars for 2022, that amount today would be **\$305,182,203**.
- Tourists to Imperial County generate an estimated \$347.6 million (2016; \$428.9 million adjusted for 2022) in the County and support more than 4,700 direct jobs, about 7 percent of total employment in the County.

National monuments and economic growth in the American West. 2020. [Link](#)  
2020 National Park Visitor Spending Effects. Economic contributions to local communities, states, and the nation. 2021. NPS. [Link](#)  
Economic Impact of Travel in California 2012-2021. Visit California. 2022. Dean Runyon and Associates. [Link](#)  
National Park Service Stats. National Park Service Visitor Use Statistics. [Link](#)  
The Economic Value of 'Quiet Recreation' on BLM Lands. 2017. Pew Charitable Trusts. [Link](#)  
Updated Summary: The Economic Importance of National Monuments to Local Communities. 2017. Headwaters Economics. [Link](#)  
Imperial County Comprehensive Economic Development Strategy. [Link](#)



## **JPA Executive Committee and VGPS Board of Directors 2024 Joint Meeting Dates**

<b>January 2024</b>	<b>Dark</b>
<b>February 2, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>March 29, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>April 2024</b>	<b>Dark</b>
<b>May 2024</b>	<b>Dark</b>
<b>June 14, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>July 2024</b>	<b>Dark</b>
<b>August 2024</b>	<b>Dark</b>
<b>September 2024</b>	<b>Dark</b>
<b>October 4, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting
<b>November 2024</b>	<b>Dark</b>
<b>December 6, 2024</b>	8:30-10:00 a.m.   TBD JPA Executive Committee and VISIT GPS Board of Directors Joint Meeting