

## JOINT POWERS AUTHORITY

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

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

**Mark Carnevale**  
City of Cathedral City

**Greg Sanders**  
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

## SPECIAL MEETING JPA EXECUTIVE COMMITTEE

Location: Visit Greater Palm Springs  
Room: Boardroom  
70100 Highway 111  
Rancho Mirage, CA 92270  
**Special Meeting**  
February 29, 2024  
12:00 pm

## AGENDA

The JPA Executive Committee will take action on all items on the agenda. Materials related to an agenda item that are submitted to the JPA Executive Committee 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

### Public Comment

At this time members of the public may address the JPA Executive Committee only on items that appear 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: [sarah@visitgreaterps.com](mailto:sarah@visitgreaterps.com); **Voicemail:** 760.969.1309

New Business: JPA Executive Committee Item (JPA Only Votes) Gary Gardner

- Approve Resolution JPA 2024-002

A resolution (i) approving the membership of the City of Coachella, (ii) expanding the territorial limits to include the City of Coachella; (iii) approving an amendment to the purpose of the joint powers authority; and (iv) creating a 501 (c)(6) entity.

Adjournment Gary Gardner

### Public Notices

- Any documents provided to the JPA Executive Committee 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.visitgreaterpalmssprings.com](http://www.visitgreaterpalmssprings.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 24 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 POWERS AUTHORITY EXECUTIVE COMMITTEE

## RESOLUTION NO. JPA 2024-002

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

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

**Mark Carnevale**  
City of Cathedral City

**Greg Sanders**  
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

### **A RESOLUTION OF THE JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE OF VISIT GREATER PALM SPRINGS APPROVING THE MEMBERSHIP OF THE CITY OF COACHELLA, EXPANDING THE TERRITORIAL LIMITS TO INCLUDE THE CITY OF COACHELLA, APPROVING AN AMENDMENT TO THE PURPOSE OF THE JOINT POWERS AUTHORITY, AND CREATING A 501(C)(6) ENTITY**

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

**WHEREAS**, the JPA Executive Committee serves as the governing body of VGPS; and

**WHEREAS**, the JPA Executive Committee adopted the Joint Powers Agreement ("Amended and Restated Agreement") on January 20, 2016 ("JPA Agreement"); and

**WHEREAS**, section 24 of the JPA Agreement provides that the JPA Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the VGPS members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws; and

**WHEREAS**, section 3 (Purpose) of the JPA Agreement provides that the purpose of VGPS is to form a joint powers authority to jointly 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**, section 8 (Additional Members) of the JPA Agreement provides that additional VGPS Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as VGPS Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the VGPS Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws; and

**WHEREAS**, section 10 (JPA Executive Committee – Power and Duties) of the JPA Agreement currently authorizes the JPA Executive Committee to appoint an advisory board (known as the Board of Directors) to conduct certain activities on behalf of the JPA; the JPA Executive Committee determines that it is in the best interests of the JPA to create a 501(c)(6) entity, formerly the Board of Directors, to manage the destination activities of the JPA as further set forth below; and

**WHEREAS**, section 11 (Territorial Boundaries) of the JPA Agreement, provides that VGPS territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of the JPA Agreement. The territorial boundaries of

VGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the [VGPS] Members' legislative bodies; and

**WHEREAS**, in accordance with above referenced sections of the JPA Agreement, the JPA Executive Committee now desires to (1) revise the purpose set forth in the JPA Agreement as described below, (2) include the City of Coachella as a VGPS Member, (3) expand the territorial boundaries of the JPA to include the City of Coachella, and (4) create a 501(c)(6) entity, formerly the Board of Directors, to manage the destination activities of the JPA.

**NOW, THEREFORE, BE IT RESOLVED by the JPA Executive Committee of Visit Greater Palm Springs as follows:**

**Section 1. Recitals.**

That the Recitals set forth above are true and correct.

**Section 2. The Purpose of the JPA.**

That the JPA Executive Committee hereby approves and adopts the following amendment to section 3 ("Purpose") of the JPA Agreement:

The purpose of VGPS is to benefit all VGPS Members and their constituents by jointly:

- (a) Marketing, attracting, encouraging, promoting, and doing 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; and
- (b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the overall region's economy in the Coachella Valley.

**Section 3. VGPS Members.**

That the JPA Executive Committee, having determined that the City is qualified to be a member of VGPS, hereby approves and adopts the following amendment to section 7 ("VGPS Members") of the JPA Agreement:

The members of the JPA shall consist of the parties to this Agreement which includes the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage and the County of Riverside.

**Section 4. Territorial Boundaries.**

That the JPA Executive Committee, having determined that the City is qualified to be a member of VGPS, hereby approves and adopts the following amendment to section 11 ("Territorial Boundaries") of the JPA Agreement:

The JPA's territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of VGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the VGPS Members' legislative bodies.

**Section 5. VGPS Member Agency Approval.**

That the JPA Executive Committee hereby approves and adopts the following amendment to section 10(c) ("Purpose") of the JPA Agreement:

Delegate authority to manage destination activities to [Greater Palm Springs Business Alliance] GPSBA. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

The GPSBA will oversee the daily operations, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors.

**Section 6.** That the President/Chief Executive Officer of VGPS and/or his designee shall take all reasonable steps to seek (1) the approval of the membership of the City of Coachella, (2) the approval and adoption of the amendments to the JPA Agreement set forth above, and (3) the approval and adoption of a Second Amended and Restated Joint Powers Agreement in substantially the same form as attached hereto as Exhibit "A" and incorporated herein by this reference.

**Section 7. 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 8. Repeal of Conflicting Provisions.**

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

**Section 9. Effective Date.**

That this Resolution shall take effect immediately upon its adoption.

**Section 10. 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 special meeting of the Joint Powers Authority (JPA) Executive Committee of Visit Greater Palm Springs, held on the 29 day of February, 2024, 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**

**RESOLUTION NO. JPA 2024-002**

Exhibit A

DRAFT SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT

VISIT GREATER PALM SPRINGS

JOINT POWERS AGREEMENT  
("Second Amended and Restated Agreement")

A California Joint Powers Authority  
Created Pursuant to California Government Code Section 6500 et seq.

\_\_\_\_\_, 2024

## TABLE OF CONTENTS

<b>RECITALS</b> .....	1
<b>AGREEMENT</b> .....	1
Section 1	Definitions ..... 1
Section 2	Incorporation of Recitals ..... 3
Section 3	Purpose ..... 3
Section 4	Name..... 3
Section 5	First Amended and Restated Agreement Superseded – Effective Date 3
Section 6	Termination..... 3
Section 7	JPA Members ..... 4
Section 8	Additional Members ..... 4
Section 9	Governing Body..... 4
Section 10	JPA Executive Committee – Powers and Duties ..... 4
Section 11	Territorial Boundaries..... 5
Section 12	Contributions ..... 6
Section 13	Withdrawal ..... 6
Section 14	Separate Entity..... 6
Section 15	Powers of the JPA..... 7
Section 16	Power to Invest ..... 9
Section 17	Bonding ..... 9
Section 18	Treasurer and Auditor – Designations ..... 9
Section 19	Treasurer – Duties and Responsibilities..... 9



Section 20	Independent Audit .....	10
Section 21	Auditor’s Duties .....	10
Section 22	Severability .....	10
Section 23	Waiver .....	10
Section 24	Amendments .....	10
Section 25	Ambiguities or Uncertainties .....	11
Section 26	Applicable Law.....	11
Section 27	Venue.....	11
Section 28	Notices .....	11
Section 29	Counterparts.....	12
Section 30	Privileges and Immunities .....	12
<b>EXHIBIT A</b>		
	Territorial Boundaries.....	16

This Second Amended and Restated Joint Powers Agreement (this “Agreement”) is entered into by and between the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, and the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the California Government Code. The Joint Powers Authority is known as “Visit Greater Palm Springs” (“VGPS”). The parties to this Agreement are individually referred to herein as “JPA Member” and collectively as “JPA Members.”

## **RECITALS**

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority (“JPA”); and

**WHEREAS**, the JPA Members entered into the original joint powers agreement on February 8, 1989, to jointly 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 a world- wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the JPA Members have in common; and

**WHEREAS**, it is intended by the JPA Members that this Agreement shall be amendatory of the First Amended and Restated Joint Powers Agreement, dated January 20, 2016, including any subsequent amendments (“First Amended and Restated Agreement”), and shall restate, amend and supersede the First Amended and Restated Agreement in its entirety as of the Effective Date; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to (i) add the City of Coachella as a JPA Member, (ii) add the City of Coachella to the territorial boundaries of the JPA; and (iii) amend the purpose of JPA as set forth below, among additional provisions as stated herein; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Second Amended and Restated Joint Powers Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, and intending to be legally bound hereby, the JPA Members hereby covenant and agree as follows:

## **AGREEMENT**

### **Section 1. Definitions**

The following words, terms and phrases shall have the following meanings:

“Additional JPA Members” shall mean qualified municipalities that may be added as members of JPA as described in Section 8.

“Board of Directors” shall mean the Board of Directors of the Greater Palm Springs Business Alliance (“GPSBA”) comprised of persons associated with the local hospitality industry for the purposes described in Section 10.

“Convention Hotel” shall mean a hotel, motel or similar property with 50 rooms or greater.

“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.

“JPA” shall mean the Joint Powers Authority and may also be referred to herein as VGPS.

“JPA Executive Committee” shall mean the JPA’s governing body formed for the purposes and having the powers and duties set forth in Section 10.

“JPA Member” shall mean a municipality that is party to this Agreement.

“JPA Members” shall mean, collectively, the municipalities that have entered into this Agreement.

“JPA Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

“Lodging Establishments” shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, public or private clubs, campgrounds, mobile homes or house trailers at fixed locations, or other like structure or portion thereof and dwelling utilized for short term rental and subject to local transient occupancy tax.

“Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

“President and Chief Executive Officer” shall mean the individual employed by VGPS, who is responsible for professionally supervising, managing, and administering VGPS’s day-to-day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“TBID” shall mean Tourism Business Improvement District assessment.

“Technical Advisory Committee” or “TAC” shall mean the committee which may be appointed by a majority vote of VGPS’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

“Treasurer” shall mean the individual appointed by VGPS’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

“VGPS Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

“Visit Greater Palm Springs” or “VGPS” shall mean the Joint Powers Authority formed by the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

**Section 2.      Incorporation of Recitals**

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

**Section 3.      Purpose**

The purpose of VGPS is to benefit all JPA Members and their constituents by jointly:

(a) Marketing, attracting, encouraging, promoting, and doing 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; and

(b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the overall region’s economy in the Coachella Valley.

**Section 4.      Name**

The name of the JPA shall be “Visit Greater Palm Springs” (“VGPS”) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

**Section 5.      First Amended and Restated Agreement Superseded - Effective Date**

It is intended by the JPA Members that this Agreement shall be amendatory of the First Amended and Restated Agreement and shall restate, amend and supersede the First Amended and Restated Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the JPA Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and

a two-thirds vote of the JPA Members' legislative bodies ("Effective Date").

#### **Section 6. Termination**

(a) This Agreement may be terminated by unanimous vote of all the JPA Members' legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a JPA Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing JPA Member as described in Section 13; and

(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the JPA Members' treasuries in proportion to the JPA Member Contributions made by the respective JPA Member to the JPA.

(c) Upon termination of this Agreement and dissolution of the JPA, obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members pursuant to Government Code section 6508.2. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

#### **Section 7. JPA Members**

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

#### **Section 8. Additional Members**

Additional JPA Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as JPA Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

#### **Section 9. Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city JPA Member; and (ii) a member of the Riverside County Board of Supervisors.

(b) Only those members of the JPA Executive Committee, whose agencies pay the JPA Member Contributions, as set forth in this Agreement, shall be entitled to vote.

#### **Section 10. JPA Executive Committee - Powers and Duties**

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA, either directly or by delegation of its authority, as the JPA Executive Committee deems

appropriate, which shall include but not be limited to the following:

(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's subsequent fiscal year, the term of which shall be set by a majority vote of the JPA Executive Committee;

(c) Delegate authority to manage destination activities to GPSBA. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

The GPSBA will oversee the daily operations, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors.

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member employed by each JPA Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;

(e) Retain an individual licensed to practice law in the State of California who shall serve as General Legal Counsel for the JPA and who shall assist the JPA with any legal assistance as may be requested by the JPA Executive Committee or President/Chief Executive Officer or their authorized designees; and

(f) Create any committees, sub-committees, and advisory committees, as deemed necessary by a majority vote of the JPA Executive Committee, to advance and/or achieve the purposes set forth in this Agreement.

(g) Pursuant to Section 6509 of the Government Code, the powers set forth in this Agreement shall be subject to the restrictions upon the manner of exercising such similar powers as are imposed on the City of Rancho Mirage in the exercise of similar powers.

## **Section 11. Territorial Boundaries**

The JPA's territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the VGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies.

## **Section 12. Contributions**

(a) Each JPA Member shall pay to the JPA the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. The provisions of this section may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies.

A contribution from each of the JPA Members is a funding mechanism equal to:  
.0015 x Gross Room Rental Revenue for Lodging Establishments excluding Convention Hotels, and  
.0035 x Gross Room Rental Revenue for Convention Hotels

(b) The Gross Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the JPA Members.

## **Section 13. Withdrawal**

Any Party may withdraw as a JPA Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing JPA Member's legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the VGPS's Fiscal Year.

(c) All JPA Member Contributions must be paid in full by the withdrawing JPA Member through the end of the current VGPS Fiscal Year of the year when the withdrawing JPA Member provides its Notice of Withdrawal as well as the following VGPS Fiscal Year.

(d) After giving notice of withdrawal, a withdrawing JPA Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing JPA Member may again become a party to this Agreement on condition that it pays to the treasury of the VGPS an amount equal to all JPA Member Contributions which the withdrawing JPA Member would have been required to pay if it had

not withdrawn from participation.

(f) Partners within the territorial boundaries of the VGPS may remain active Partners as long as their respective government entity is a JPA Member and during the period of their JPA Member's withdrawal from the Joint Powers Agreement.

(g) In the event of withdrawal by a JPA Member, the JPA shall continue to be entitled to the full amount of the TBID unless and until the TBID expires without renewal or is disestablished pursuant to the Property and Business Improvement Area Law of 1994, Streets & Highways Code §36600 et seq. The withdrawing JPA Member shall continue to be responsible for collecting the TBID on a monthly basis (including any delinquencies, penalties and interest) from each assessed business and forwarding the same to the JPA.

#### **Section 14.      Expulsion/Withdrawal**

A JPA Member may be expelled or suspended by a two-thirds (2/3) vote of the VGPS Executive Committee for an event of breach of this Agreement or the Bylaws, as amended from time to time, as determined by the remaining members of the JPA Executive Committee. The procedures for hearing and notice of expulsion and suspension shall be set forth in the bylaws of the JPA Executive Committee.

#### **Section 15.      Separate Entity**

Except for termination as provided in Section 6 of this Agreement, pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one JPA Member except that any JPA Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

#### **Section 16.      Powers of the JPA**

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (c) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (d) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) The power to acquire by purchase, grant, gift, lease or other lawful means any



real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

(f) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

(g) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;

(h) The power to donate any surplus real or personal property to any public agency or nonprofit organization;

(i) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this Agreement by the JPA Members constitutes consent to:

(i) the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the VGPS in connection with formation of the said district ("2013 TMD"); and

(ii) the formation of the Greater Palm Springs Tourism Business Improvement District pursuant to Resolution No. 2016-004 and to levy an assessment of three percent (3%) on Convention Hotels;

(iii) the renewal of the Greater Palm Springs Tourism Business Improvement District pursuant to Ordinance No. 2020-005 ("2021 TBID") and to levy an assessment of three percent (3%) on Convention Hotels and one percent (1%) on vacation rentals;

(l) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

(m) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

(n) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the Government Code;

(o) The power to provide insurance pursuant to section 989 of the Government Code et seq.;

(p) The power to sue and be sued in the name of the JPA;

(q) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to growing and diversifying the economy through promoting, marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors, groups, meetings, conventions and new businesses from national and international markets, as permitted pursuant to Government Code section 37110;

(r) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;

(s) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;

(t) The power to lobby on behalf of tourism and economic development;

(u) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the tourism and economic development industry; and

(v) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

### **Section 17. Power to Invest**

Pursuant to Government Code section 6509.5, the JPA shall have the power to invest any money in its treasury pursuant to the provisions set forth in Government Code section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA may determine from time to time is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601.

### **Section 18. Bonding**

Pursuant to Government Code section 6505.1, individuals occupying the following positions shall file an official bond in an amount deemed sufficient by the JPA Executive Committee:

(a) President/Chief Executive Officer;

- (w) Director of Finance; and
- (x) Treasurer.

**Section 19. Treasurer and Auditor - Designations**

Pursuant to Government Code section 6505.6, the JPA Executive Committee shall designate by resolution an officer or employee of the JPA to fill the functions of Treasurer and Auditor of the JPA, and the JPA Executive Committee may appoint one qualified person to serve as both Treasurer and Auditor or two qualified persons to serve as each separately.

**Section 20. Treasurer - Duties and Responsibilities**

Pursuant to section 6505.5 Government Code, the Treasurer shall do all of the following:

- (a) Receive and receipt (account) for all money of the JPA and place it in the treasury of the Treasurer so designated to the credit of the JPA;
- (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;
- (c) Pay when due, out of the money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;
- (d) Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and
- (e) Verify and report in writing no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties financial statement of activities for the year.

**Section 21. Independent Audit**

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

**Section 22. Auditor's Duties**

The Auditor shall perform the following duties:

- (a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;
- (b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;

- (c) Review payroll registers at least monthly;
- (d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;
- (e) Review investments made by the President or Treasurer;
- (f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and
- (g) Assist staff in the selection of the Certified Public Accounting firm.

**Section 23. Severability**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

**Section 24. Waiver**

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

**Section 25. Amendments**

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

**Section 26. Ambiguities or Uncertainties**

The JPA Members have mutually negotiated the terms and conditions of this Agreement and each JPA Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all JPA Members and none of the JPA Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any JPA Member.

**Section 27. Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**Section 28. Venue**

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

**Section 29. Notices**

Any notice or communication required hereunder between the JPA and the JPA Members shall be in writing and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of Coachella 53990 Enterprise Way Coachella, CA 92236 Attention: City Manager
City of Desert Hot Springs 11999 Palm Drive Desert Hot Springs, CA 92240 Attention: City Manager	City of Indian Wells 44950 Eldorado Drive Indian Wells, CA 92210 Attention: City Manager
City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager	City of La Quinta 78495 Calle Tampico La Quinta, CA 92253 Attention: City Manager
City of Palm Desert 73510 Fred Waring Drive Palm Desert, CA 92260 Attention: City Manager	City of Palm Springs 3200 East Tahquitz Canyon Way Palm Springs, CA 92262 Attention: City Manager
City of Rancho Mirage 69825 Highway 111 Rancho Mirage, CA 92270 Attention: City Manager	County of Riverside County Administration Center 4080 Lemon Street Riverside, California 92501 Attention: County Clerk

**Section 30. Counterparts**

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

**Section 31. Privileges and Immunities**

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen’s compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the JPA Members have each executed this Agreement.

<b>CITY OF CATHEDRAL CITY</b>	<b>CITY OF COACHELLA</b>
_____	_____
Mark Carnevale, Mayor	Steven Hernandez, Mayor
Dated: _____	Dated: _____
_____	_____
Charlie McClendon, City Manager	Gabriel Martin, City Manager
ATTEST:	ATTEST:
_____	_____
Tracey R. Hermosillo, City Clerk	Angela M. Zepeda, City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
Eric S. Vail, City Attorney	Carlos Campos, City Attorney

<p><b>CITY OF DESERT HOT SPRINGS</b></p> <hr/> <p>Scott Matas, Mayor</p> <p>Dated: _____</p> <hr/> <p>Frank Luckino, City Manager</p> <p>ATTEST:</p> <hr/> <p>Jerryl Soriano, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Tuan Vu, City Attorney</p>	<p><b>CITY OF INDIAN WELLS</b></p> <hr/> <p>Greg Sanders, Mayor</p> <p>Dated: _____</p> <hr/> <p>Christopher Freeland, City Manager</p> <p>ATTEST:</p> <hr/> <p>Angelica Avila, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Todd Leishman, City Attorney</p>
<p><b>CITY OF INDIO</b></p> <hr/> <p>Guadalupe Ramos Amith, Mayor</p> <p>Dated: _____</p> <hr/> <p>Bryan Montgomery, City Manager</p> <p>ATTEST:</p> <hr/> <p>Cynthia Hernandez, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Steven P. Graham, City Attorney</p>	<p><b>CITY OF LA QUINTA</b></p> <hr/> <p>Linda Evans, Mayor</p> <p>Dated: _____</p> <hr/> <p>Jon McMillen, City Manager</p> <p>ATTEST:</p> <hr/> <p>Monika Radeva, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>William H. Ihrke, City Attorney</p>

**CITY OF PALM DESERT**

\_\_\_\_\_  
Karina Quintanilla, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Todd Hileman, City Manager

ATTEST:

\_\_\_\_\_  
Anthony Mejia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Isra Shah, City Attorney

**CITY OF PALM SPRINGS**

\_\_\_\_\_  
Jeffrey Bernstein, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Stiles, City Manager

ATTEST:

\_\_\_\_\_  
Brenda Pree, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey Ballinger, City Attorney

**CITY OF RANCHO MIRAGE**

\_\_\_\_\_  
Steve Downs, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Isaiah Hagerman, City Manager

ATTEST:

\_\_\_\_\_  
Kristie Ramos, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Colin Kirkpatrick, City Attorney

**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Supervisor Chuck Washington, Chairman

\_\_\_\_\_  
Jeff Van Wagenen, County Executive Officer

ATTEST:

\_\_\_\_\_  
Kimberly A. Rector, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Minh Tran, County Counsel



**EXHIBIT A**

**TERRITORIAL BOUNDARIES**

~~Greater Palm Springs Convention & Visitors Bureau~~  
VISIT GREATER PALM SPRINGS

JOINT POWERS AGREEMENT  
 (“Second Amended and Restated Agreement”)

A California Joint Powers Authority  
Created Pursuant to California Government Code Section 6500, et seq.

JANUARY 20, 2016  
, 2024

**Formatted:** Not Expanded by / Condensed by

**Formatted:** Not Expanded by / Condensed by

**TABLE OF CONTENTS**

<b>RECITALS.....</b>	<b>1</b>
<b>AGREEMENT .....</b>	<b>1</b>
Section 1	Definitions ..... 1
Section 2	Incorporation of Recitals ..... 3
Section 3	Purpose ..... 3
Section 4	Name..... 3
Section 5	<del>Initial</del> <a href="#">First Amended and Restated</a> Agreement Superseded – Effective
Date	3
Section 6	Termination..... 3
Section 7	<del>CVB</del> <a href="#">JPA</a> Members ..... 4
Section 8	Additional Members ..... 4
Section 9	Governing Body..... 4
Section 10	JPA Executive Committee – Powers and Duties ..... 4
Section 11	Territorial Boundaries..... 5
Section 12	Contributions ..... 6
Section 13	Withdrawal ..... 6
Section 14	Separate Entity..... <a href="#">76</a>
Section 15	Powers of the JPA..... 7
Section 16	Power to Invest ..... 9
Section 17	Bonding ..... 9
Section 18	Treasurer and Auditor – Designations ..... 9
Section 19	Treasurer – Duties and Responsibilities..... 9

**Formatted:** Not Expanded by / Condensed by

Section 20	Independent Audit .....	10
Section 21	Auditor’s Duties .....	10
Section 22	Severability .....	10
Section 23	Waiver .....	<a href="#">++10</a>
Section 24	Amendments .....	<a href="#">++10</a>
Section 25	Ambiguities or Uncertainties .....	11
Section 26	Applicable Law.....	11
Section 27	Venue.....	11
Section 28	Notices .....	11
Section 29	Counterparts.....	12
Section 30	Privileges and Immunities .....	12
<b>EXHIBIT A</b>		
	Territorial Boundaries .....	16

This Second Amended and Restated Joint Powers Agreement (this “Agreement”) is entered ~~hereto~~ into by and between the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, each an independent municipal corporation located in the County of Riverside, State of California, and the County of Riverside, a political subdivision of the State of California, pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the California Government Code. ~~(“Agreement”).~~ The Joint Powers Authority is known as “Visit Greater Palm Springs” (“VGPS”). The parties to this Agreement are individually referred to herein as “CVBJPA Member” and collectively as “CVBJPA Members.”

- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Normal, Right: 0"
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt, Condensed by 0.7 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Right: 0"

### RECITALS

**WHEREAS**, pursuant to the Joint Exercise of Powers Act, if authorized by their legislative or other governing bodies, two or more public agencies which include, but are not limited to, a county or city, may jointly exercise any power common to the contracting parties via a Joint Powers Agreement creating a Joint Powers Authority (“JPA”); and

**WHEREAS**, the CVBJPA Members entered into the original joint powers agreement on February 8, 1989, ~~for the purpose~~ to jointly 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 a world-wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the CVBJPA Members have in common; and

- Formatted: Right: 0"

**WHEREAS**, it is intended by the CVBJPA Members that this Agreement shall be amendatory of the ~~original joint powers agreement~~ First Amended and Restated Joint Powers Agreement, dated ~~February 8, 1989~~ January 20, 2016, including any subsequent amendments (~~“Initial First Amended and Restated Agreement”~~), and shall restate, amend and supersede the ~~Initial First Amended and Restated~~ Agreement in its entirety as of the Effective Date; and

- Formatted: Right: 0"

- Formatted: Not Expanded by / Condensed by

~~WHEREAS, the CVB Members, consisting of 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 have consented to renaming the JPA to the “Greater Palm Springs Convention & Visitors Bureau” (“CVB”) for all purposes.~~

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to (i) add the City of Coachella as a JPA Member, (ii) add the City of Coachella to the territorial boundaries of the JPA; and (iii) amend the purpose of JPA as set forth below, among additional provisions as stated herein; and

**WHEREAS**, on or about \_\_\_\_\_, 2024, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Second Amended and Restated Joint Powers Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set

- Formatted: Right: 0"

forth, and intending to be legally bound hereby, the [CVBJPA](#) Members hereby covenant and agree as follows:

**Formatted:** Font: Bold, Condensed by 0.1 pt

**AGREEMENT**

**Section 1. Definitions**

The following words, terms and phrases shall have the following meanings:

~~“Advisory Board” shall mean the board appointed by the JPA Executive Committee for the purposes described in paragraph (c) of Section 10.~~

“Additional JPA Members” shall mean qualified ~~organizations~~ municipalities that may be added as members of ~~CVBJPA~~ as described in Section 8.

~~“Board of Directors” shall mean the Board of Directors of the Greater Palm Springs Business Alliance (“GPSBA”) comprised of persons associated with the local hospitality industry for the purposes described in Section 10.~~

“Convention Hotel” shall mean a hotel, motel or similar property with 50 rooms or greater.

~~“Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.~~

~~that provides facilities~~ “JPA” shall mean the Joint Powers Authority, and ~~services designed may also be referred to host meetings or gatherings within or upon the same premises of the hotel or within a facility (herein as VGPS.~~

“JPA Executive Committee” shall mean the JPA’s governing body formed for ~~example: convention centers, auditoriums, outdoor venues, etc.) that is in close proximity of the hotel~~ the purposes and having the powers and duties set forth in Section 10.

~~“CVB Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.~~

~~“CVB”~~ “JPA Member” shall mean ~~an organization~~ a municipality that is party to this Agreement.

“CVBJPA Members” shall mean, collectively, the ~~organizations~~ municipalities that have entered into this Agreement.

“CVBJPA Member Contributions” shall mean the annual contribution amounts duly established pursuant to Section 12.

~~“Greater Palm Springs Convention & Visitors Bureau” or “CVB” shall mean the Joint Powers Authority formed by 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.~~

Formatted: Right: 0"

Formatted: Right: 0"

Formatted: Right: 0"

Formatted: Character scale: 100%

Formatted: Character scale: 100%

Formatted: Character scale: 100%

Formatted: Character scale: 100%, Not Expanded by / Condensed by

Formatted: Character scale: 100%

Formatted: Character scale: 100%, Expanded by 4 pt

Formatted: Character scale: 100%

Formatted: Right: 0"

Formatted: Not Expanded by / Condensed by

~~“Lodging Establishments,” as referenced in Section 10, Paragraph C,” shall mean any structure, which is occupied or intended or designed for use or occupancy by transients, including but not limited to hotel, resort, motel, inn and individually owned structures; single family homes, duplexes, triplexes, mobile homes, or any private public or private clubs, campgrounds, mobile homes or house trailers at fixed locations, or other like structure or portion thereof and dwelling utilized for short term rental and subject to local transient occupancy tax.~~

Formatted: Right: 0"

~~“<sup>▲</sup>Joint Exercise of Powers Act” shall mean California Government Code sections 6500-6536.~~

Formatted: Character scale: 100%

~~“JPA Executive Committee” shall mean the CVB’s governing body formed for the purposes and having the powers and duties set forth in Section 10.~~

~~A “Non Convention Hotel” shall mean any structure, with the exception of the previously defined “Convention Hotels,” or any portion of any structure which is occupied or intended or designed for use or occupancy by transients including, but not limited to, dwelling, lodging or sleeping purposes and includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, campground, mobile home or house trailer at a fixed location, or other like structure or portion thereof. Non Convention Hotel includes a recreational vehicle, as defined in Cal. Health & Safety Code § 18010 and campgrounds.~~

Partner” shall mean a non-governmental entity whose business and activities are directly related to the convention or tourism industry and the purposes of this Agreement.

Formatted: Right: 0"

“President and Chief Executive Officer” shall mean the individual employed by CVB/VGPS, who is responsible for professionally supervising, managing, and administering CVB’s/VGPS’s day-to- day affairs as described in paragraph (e) of Section 10 and elsewhere in this Agreement.

“TBID” shall mean Tourism Business Improvement District assessment.

“Technical Advisory Committee” or “TAC” shall mean the committee which may be appointed by a majority vote of CVB’s/VGPS’s JPA Executive Committee for the purposes described in paragraph (d) of Section 10.

Formatted: Indent: First line: 0", Right: 0"

“Treasurer” shall mean the individual appointed by CVB’s/VGPS’s JPA Executive Committee to serve the functions described at Section 19 and may be the same individual appointed as Auditor.

Formatted: Right: 0"

“VGPS Fiscal Year” shall mean the period commencing July 1 of every year and ending June 30 of the following calendar year.

Formatted: Condensed by 0.1 pt

“Visit Greater Palm Springs” or “VGPS” shall mean the Joint Powers Authority



formed by the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

**Section 2. Incorporation of Recitals**

The foregoing recitals are incorporated into this Agreement by this reference as though fully set forth herein.

**Section 3. Purpose**

The purpose of this Agreement VGPS is to form a joint powers authority to benefit all JPA Members and their constituents by jointly encourage, promote, and to do:

(a) Marketing, attracting, encouraging, promoting, and doing 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 CVB Members and their constituents; and

(b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the overall region's economy in the Coachella Valley.

**Formatted:** Indent: Left: 0", First line: 0.5", Right: 0", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

**Section 4. Name**

The name of the JPA shall be the "Visit Greater Palm Springs Convention & Visitors Bureau" ("CVB" ("VGPS")) or such other name that may be changed at any time by a resolution approved and adopted by a two-thirds vote of the entire JPA Executive Committee.

**Formatted:** Right: 0"

**Section 5. Initial First Amended and Restated Agreement, Superseded - Effective Date**

It is intended by the CVBJPA Members that this Agreement shall be amendatory of the Initial First Amended and Restated Agreement and shall restate, amend and supersede the Initial First Amended and Restated Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the CVBJPA Members. This Agreement shall become effective on the date this Agreement is approved by a two-thirds vote of the entire membership of the JPA Executive Committee and a two-thirds vote of the CVBJPA Members' legislative bodies ("Effective Date").

**Formatted:** Not Expanded by / Condensed by

**Formatted:** Not Expanded by / Condensed by

**Formatted:** Indent: Left: 0.5", Hanging: 1"

**Formatted:** Right: 0"

**Formatted:** Not Expanded by / Condensed by

**Section 6. Termination**

(a) This Agreement may be terminated by unanimous vote of all the CVBJPA Members' legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a CVBJPA Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing CVBJPA Member as described in Section 13; and

**Formatted:** Not Expanded by / Condensed by

**Formatted:** Indent: Left: 0.5", Right: 0", Tab stops: Not at 1.1"

(b) Pursuant to section 6512 of the Government Code, upon termination of this Agreement and dissolution of the JPA, any surplus money on hand with the JPA shall be returned to the CVBJPA Members' treasuries in proportion to the CVBJPA Member Contributions made by the respective CVBJPA Member to the JPA.

Formatted: Condensed by 0.1 pt  
Formatted: Condensed by 0.1 pt

(c) Upon termination of this Agreement and dissolution of the JPA, obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members pursuant to Government Code section 6508.2. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

**Section 7. CVBJPA Members**

The members of the JPA shall consist of the parties to this Agreement which include the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs and Rancho Mirage, and the County of Riverside.

Formatted: Right: 0"

**Section 8. Additional Members**

Additional CVBJPA Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as CVBJPA Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

Formatted: Right: 0"

**Section 9. Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee and it shall be comprised of: (i) a duly elected or appointed council member of each city CVBJPA Member; and (ii) a member of the Riverside County Board of Supervisors.

Formatted: Right: 0"

(b) Only those members of the JPA Executive Committee, whose agencies pay the CVBJPA Member Contributions, as set forth in this Agreement, shall be entitled to vote.

**Section 10. JPA Executive Committee - Powers and Duties**

The JPA Executive Committee, consistent with this Agreement and all applicable laws, shall exercise all the powers and perform all duties necessary to conduct the business of the JPA, either directly or by delegation of its authority, as the JPA Executive Committee deems appropriate, which shall include but not be limited to the following:

Formatted: Right: 0"

(a) Adopt bylaws or rules of procedure to provide for the organization and administration of the JPA, as the JPA Executive Committee deems appropriate by a majority vote of the JPA Executive Committee;

Formatted: Indent: First line: 0.5", Right: 0"

(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's subsequent fiscal year, the term of which shall be set by a majority vote of the JPA Executive

Formatted: Indent: Left: 0.5", First line: 0", Right: 0", Tab stops: Not at 1.1"  
Formatted: Right: 0"

Committee;

~~(e) — Appoint an advisory board consisting of~~ ~~(c) Delegate authority to manage destination activities to GPSBA. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate by the JPA Executive Committee.~~ ~~The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.~~

~~The GPSBA will oversee the daily operations, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors.~~

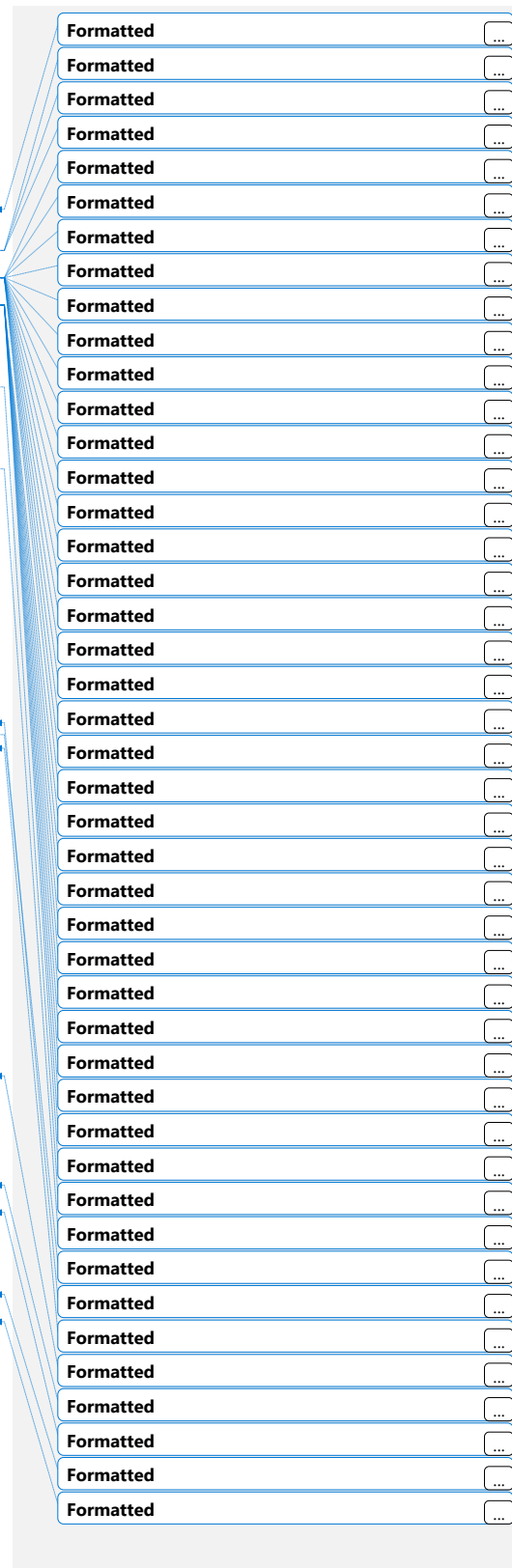
~~(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member employed by each CVBJPA Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;~~

~~(e) — Employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day to day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as the JPA Executive Committee may designate;~~

~~(f) (e) Retain an individual licensed to practice law in the State of California who shall serve as General Legal Counsel for the JPA and who shall assist the JPA with any legal assistance as may be requested by the JPA Executive Committee or President/Chief Executive Officer or their authorized designees; and~~

~~(g)(f) Create any committees, sub-committees, advisory committees and advisory boards committees, as deemed necessary by a majority vote of the JPA Executive Committee, to advance and/or achieve the purposes set forth in this Agreement.~~

~~(h)(g) Pursuant to Section 6509 of the Government Code, the powers set forth in this Agreement shall be subject to the restrictions upon the manner of exercising such similar powers as are imposed on the City of Rancho Mirage in the exercise of similar powers.~~



| \_\_\_\_\_

**Section 11. Territorial Boundaries**

The JPA’s territorial boundaries include the lands situated within the unincorporated areas of the Coachella Valley situated in the County of Riverside and the lands situated within the jurisdictional boundaries of the cities of Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Springs, Palm Desert and Rancho Mirage, as depicted in Exhibit A of this Agreement. The territorial boundaries of the CVBVGPS may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies.

- Formatted: Thick underline
- Formatted: Thick underline
- Formatted: Right: 0"

**Section 12. Contributions**

(a) Each CVBJPA Member shall pay to the JPA the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies. The provisions of this section may only be changed or amended with a unanimous vote of the JPA Executive Committee and a unanimous vote of the CVBJPA Members’ legislative bodies.

- Formatted: No underline, Underline color: Auto
- Formatted: Body Text, Tab stops: Not at 1.65"
- Formatted: Indent: First line: 0.5", Right: 0"

A contribution from each of the CVBJPA Members is a funding mechanism equal to:  
.0015 x Gross Room Rental Revenue for Non-Lodging Establishments excluding Convention Hotels, and  
.0035 x Gross Room Rental Revenue for Convention Hotels

- Formatted: Not Expanded by / Condensed by
- Formatted: Not Expanded by / Condensed by

(b) The Gross-~~Hotel~~ Room Rental Revenue described herein shall not include any transient occupancy tax rebate incentives provided by the CVBJPA Members.

- Formatted: Indent: First line: 0.5", Right: 0"
- Formatted: Not Expanded by / Condensed by

**Section 13. Withdrawal**

Any Party may withdraw as a CVBJPA Member and the obligations under this Agreement subject to the following conditions:

(a) The withdrawing CVBJPA Member’s legislative body submits a duly adopted resolution to the JPA Executive Committee providing Notice of Withdrawal.

(b) The effective date of withdrawal shall always be the last day of the CVB’VGPS’ s Fiscal Year.

(c) All CVBJPA Member Contributions must be paid in full by the withdrawing CVBJPA Member through the end of the current CVBVGPS Fiscal Year of the year when the withdrawing CVBJPA Member provides its Notice of Withdrawal as well as the following CVBVGPS Fiscal Year.

- Formatted: Indent: Left: 0.5", Right: 0", Tab stops: Not at 1.16"

(d) After giving notice of withdrawal, a withdrawing CVBJPA Member shall not have voting privileges on the JPA Executive Committee except for operating budget items through the effective date of withdrawal.

(e) A withdrawing CVBJPA Member may again become a party to this Agreement

on condition that it pays to the treasury of the CVBVGPS an amount equal to all CVBJPA Member Contributions which the withdrawing CVBJPA Member would have been required to pay if it had not withdrawn from participation.

(f) Partners within the territorial boundaries of the CVBVGPS may remain active Partners as long as their respective government entity is a CVBJPA Member and during the period of their CVBJPA Member's withdrawal from the Joint Powers Agreement.

(g) In the event of withdrawal by a JPA Member, the JPA shall continue to be entitled to the full amount of the TBID unless and until the TBID expires without renewal or is disestablished pursuant to the Property and Business Improvement Area Law of 1994, Streets & Highways Code §36600 et seq. The withdrawing JPA Member shall continue to be responsible for collecting the TBID on a monthly basis (including any delinquencies, penalties and interest) from each assessed business and forwarding the same to the JPA.

**Section 14. Expulsion/Withdrawal**

A JPA Member may be expelled or suspended by a two-thirds (2/3) vote of the VGPS Executive Committee for an event of breach of this Agreement or the Bylaws, as amended from time to time, as determined by the remaining members of the JPA Executive Committee. The procedures for hearing and notice of expulsion and suspension shall be set forth in the bylaws of the JPA Executive Committee.

**Section 15. Separate Entity**

Except for termination as provided in Section 6 of this Agreement, pursuant to section 6507 of the Government Code, this JPA shall at all times be an independent public entity separate from the parties to this Agreement, and the debts, liabilities and obligations of the JPA shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one CVBJPA Member except that any CVBJPA Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

**Section 1516. Powers of the JPA**

Pursuant to the Joint Exercise of Powers Act, as set forth in section 6507, et seq. of the California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (c) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (d) The power to acquire, construct, manage, maintain or operate any building;

Formatted: Condensed by 0.1 pt  
Formatted: List Paragraph, Left, Tab stops: Not at 1"

Formatted: Underline, Underline color: Custom Color(RGB(40,40,40)), Character scale: 100%, Raised by 0.5 pt  
Formatted: Underline, Underline color: Custom Color(RGB(40,40,40)), Character scale: 100%, Condensed by 0.2 pt, Raised by 0.5 pt  
Formatted: Underline, Underline color: Custom Color(RGB(40,40,40)), Character scale: 100%, Raised by 0.5 pt  
Formatted: Raised by 0.5 pt  
Formatted: Right: 0"

Formatted: Right: 0"

Formatted: Right: 0"

Formatted: Indent: First line: 0.5", Right: 0"

Formatted: Right: 0"

Formatted: Indent: First line: 0.5", Right: 0"

works or improvements;

(e) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

Formatted: Indent: First line: 0.5", Right: 0"

(f) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;

Formatted: Indent: First line: 0.5", Right: 0"

(g) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;

Formatted: Indent: First line: 0.5", Right: 0"

(h) The power to donate any surplus real or personal property to any public agency or nonprofit organization;

Formatted: Indent: First line: 0.5", Right: 0"

(i) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;

Formatted: Indent: First line: 0.5", Right: 0"

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

Formatted: Indent: First line: 0.5", Right: 0"

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this agreement by the CVB Members constitutes consent ~~to~~ to the

Formatted: Indent: Left: 1.18", Tab stops: Not at 1"

~~(k)(i)~~ the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the CVB in connection with formation of the said district ("2013 TMD"); ~~(ii) to form an improvement district not to exceed an assessment rate of one percent (1%) on Lodging Establishments not currently being assessed under the 2013 TMD or the Palm Springs Desert Resort Communities Tourism Business Improvement District established by Ordinance No. 883 of the County of Riverside ("Tourism BID"); and (iii) to consolidate the 2013 TMD and Tourism BID as long as the overall assessment rate does not exceed three percent (3%) on the entities currently being assessed therein; VGPS in connection with formation of the said district ("2013 TMD"); and~~

Formatted: Indent: Left: 0", First line: 1", Right: 0", Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1.25", Widow/Orphan control, Tab stops: Not at 1" + 1.17"

(ii) the formation of the Greater Palm Springs Tourism Business Improvement District pursuant to Resolution No. 2016-004 and to levy an assessment of three percent (3%) on Convention Hotels;

(iii) the renewal of the Greater Palm Springs Tourism Business Improvement District pursuant to Ordinance No. 2020-005 (“2021 TBID”) and to levy an assessment of three percent (3%) on Convention Hotels and one percent (1%) on vacation rentals;

(l) The power to adopt rules, regulations, resolutions and ordinances that may be necessary or proper to carry out the purposes and intent of the JPA;

(m) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;

(n) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500, et seq. of the Government Code;

(o) The power to provide insurance pursuant to section 989 of the Government Code, et seq.;

(p) The power to sue and be sued in the name of the JPA;

(q) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to growing and diversifying the economy through promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors, groups, meetings, conventions and new businesses from national and international markets, as permitted pursuant to Government Code section 37110;

(r) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;

(s) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;

(t) The power to lobby on behalf of travel and tourism; and economic development;

(u) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the hospitality, convention and tourism and economic development industry; and

(v) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

**Section 1617. Power to Invest**

Formatted: Normal, Right: 0", Tab stops: Not at 1" + 1.17"

Formatted: Indent: First line: 0.5", Right: 0", Widow/Orphan control, Tab stops: Not at 1" + 1.17"

Formatted: Indent: Left: 1.18", Tab stops: Not at 1"

Formatted: Indent: First line: 0.5", Right: 0", Widow/Orphan control, Tab stops: Not at 1" + 1.17"

Formatted: Indent: First line: 0.5", Right: 0"

Formatted: Condensed by 0.1 pt

Formatted: Indent: First line: 0.5", Right: 0"

Formatted: normaltextrun, Font: 11 pt, Pattern: Clear (White)

Formatted: Indent: First line: 0.5", Right: 0"

Formatted

Formatted: Indent: First line: 0.5", Right: 0"

Formatted: Indent: First line: 0.5", Right: 0"

Formatted: normaltextrun

Formatted

Formatted: paragraph, Justified, Indent: First line: 0.5", Right: 0", Font Alignment: Baseline, Tab stops: Not at 1" + 1.17"

Formatted

Formatted: Indent: First line: 0.5", Right: 0"



Pursuant to Government Code section 6509.5, the JPA shall have the power to invest any money in its treasury pursuant to the provisions set forth in Government Code section 6505.5 that is not required for the immediate necessities of the JPA, as the JPA may determine from time to time is advisable, in the same manner and upon the same conditions as local agencies pursuant to Government Code section 53601.

Formatted: Right: 0"

### **Section 1718. Bonding**

Pursuant to Government Code section 6505.1, individuals occupying the following positions shall file an official bond in an amount deemed sufficient by the JPA Executive Committee:

Formatted: Right: 0"

(a) President/Chief Executive Officer;

~~(b)(w)~~ Director of Finance; and

Formatted: Indent: Left: 0", First line: 0.44", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" +

~~(e)(x)~~ Treasurer.

Formatted: Indent: Left: 0", First line: 0.44", Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" +

### **Section 1819. Treasurer and Auditor - Designations**

Pursuant to Government Code section 6505.6, the JPA Executive Committee shall designate by resolution an officer or employee of the JPA to fill the functions of Treasurer and Auditor of the JPA, and the JPA Executive Committee may appoint one qualified person to serve as both Treasurer and Auditor or two qualified persons to serve as each separately.

Formatted: Right: 0"

### **Section 1920. Treasurer - Duties and Responsibilities**

Pursuant to section 6505.5 Government Code, the Treasurer shall do all of the following:

(a) Receive and receipt (account) for all money of the JPA and place it in the treasury of the Treasurer so designated to the credit of the JPA;

Formatted: Right: 0"

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer; ~~Pay, when due, out of money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;~~

Formatted: Indent: Left: 1.18", First line: 0.5", Tab stops: Not at 1.06"

(c) Pay when due, out of the money of the JPA held by the Treasurer, all sums payable on outstanding bonds and coupons of the JPA;

Formatted: Indent: Left: 0", First line: 0.44", Tab stops: 1.06", Left

(d) Pay any other sums due from the JPA from JPA money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by this Agreement; and

Formatted: Right: 0"

(e) Verify and report in writing ~~on the first day of July, October, January and April of each~~ no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties ~~the amount of money the Treasurer holds~~ financial statement of activities for the JPA, ~~the amount of receipts since the Treasurer's last report, and~~

Formatted: Right: 0"

the amount paid out since the Treasurer's last report year.

**Formatted:** Font: Not Bold, No underline, Underline color: Auto, Character scale: 100%

**Section 2021. Independent Audit**

Pursuant to section 6505.6 of the Government Code, the Treasurer shall cause an independent audit to be made by a certified public accountant or public accountant, in compliance with section 6505 of the Government Code.

Formatted: Right: 0"

**Section 2122. Auditor's Duties**

The Auditor shall perform the following duties:

(a) Review and recommend to the JPA Executive Committee accounting procedures and policies governing the JPA;

Formatted: Indent: First line: 0.5", Right: 0"

(b) Review and approve all demands listed on the Warrant Registers prior to submittal to the JPA Executive Committee;

Formatted: Right: 0"

Formatted: Indent: First line: 0.5", Right: 0"

(c) Review payroll registers at least monthly;

Formatted: Indent: First line: 0.5", Right: 0"

(d) Review all financial reports being submitted to the JPA Executive Committee and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;

Formatted: Indent: First line: 0.5", Right: 0"

(e) Review investments made by the President or Treasurer;

Formatted: Normal

Formatted: Indent: First line: 0.5", Right: 0"

(f) Review the audit report prepared by a Certified Public Accounting firm prior to finalization of the report and submittal to the JPA Executive Committee; and

Formatted: Indent: First line: 0.5", Right: 0"

(g) Assist staff in the selection of the Certified Public Accounting firm.

Formatted: Indent: First line: 0.5", Right: 0"

**Section 2223. Severability**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

**Section 2324. Waiver**

All waivers must be in writing to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action.

**Section 2425. Amendments**

This Agreement may be amended from time to time by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the CVBJPA Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other

Formatted: Right: 0"

applicable laws.

**Section 2526, Ambiguities or Uncertainties**

The [CVBJPA](#) Members have mutually negotiated the terms and conditions of this Agreement and each [CVBJPA](#) Member received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of all [CVBJPA](#) Members and none of the [CVBJPA](#) Members shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of any [CVBJPA](#) Member.

Formatted: Right: 0"

**Section 2627, Applicable Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Formatted: Right: 0"

---

**Section 2728, Venue**

In the event that suit is brought by any party to this Agreement, the parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

Formatted: Right: 0"

**Section 2829, Notices**

Any notice or communication required hereunder between the JPA and the ~~CVB~~JPA Members shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, whether given by registered mail or personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addresses designated below as the party to whom notices are to be sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

---

Formatted: Right: 0"

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: City Manager	City of <del>Desert Hot Springs</del> <del>11711 West Drive</del> Coachella <del>Desert Hot Springs</del> 53990 <del>Enterprise Way</del> Coachella, CA 92240-92236 Attention: City Manager
City of <del>Indian Wells</del> 44950 El- <del>Dorado</del> Desert Hot Springs, <del>Indian Wells</del> 11999 Palm Drive Desert Hot Springs, CA 9221092240, Attention: City Manager	City of <del>Indio</del> Indian Wells 44950 Eldorado Drive Indian Wells <del>100 Civic</del> <del>Center Mall</del> Indio, CA 9220192210, Attention: City Manager
City of <del>La Quinta</del> 78495 Calle Tampico 100 Civic Center Mall <del>La</del> <del>Quinta</del> Indio, CA 92253-92201 Attention: City Manager	City of <del>Palm Desert</del> La Quinta 78495 Calle Tampico, 73510 Fred Waring Drive <del>Palm Desert</del> La Quinta, CA 9226092253 Attention: City Manager
City of <del>Palm Springs</del> Desert, 3200 East Tahquitz Canyon Way 73510 Fred Waring Drive Palm <del>Springs</del> Desert, CA 9226292260 Attention: City Manager	City of <del>Rancho Mirage</del> 69 825 Highway 111Palm Springs, Rancho Mirage3200 East Tahquitz Canyon Way Palm Springs, CA 9227092262 Attention: City Manager
City of <del>Rancho Mirage</del> 69825 Highway 111 Rancho Mirage, CA 92270 <del>County of Riverside</del> <del>County Administration Center</del> 4080 Lemon Street <del>Riverside, California</del> 92501 Attention: <del>County Clerk</del> City Manager	<del>County of Riverside</del> <del>County Administration Center</del> 4080 Lemon Street Riverside, California 92501 Attention: <del>County Clerk</del>

- Formatted: Normal, Left
- Formatted
- Formatted: Character scale: 105%
- Formatted
- Formatted: Right: 1.08"
- Formatted: Right: 1.69"
- Formatted: Character scale: 105%
- Formatted
- Formatted
- Formatted: Character scale: 100%
- Formatted
- Formatted: Right: 0"
- Formatted: Right: 1.88"
- Formatted: Character scale: 100%
- Formatted: Condensed by 0.6 pt
- Formatted
- Formatted
- Formatted
- Formatted: Right: 0.91"
- Formatted: Right: 0"
- Formatted
- Formatted: Character scale: 105%
- Formatted

**Section 2930. Counterparts**

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Formatted: Right: 0"

**Section 3031. Privileges and Immunities**

Pursuant to section 6513 of the Government Code, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any the Parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties performed extraterritorially under the provisions of this Agreement.

Formatted: Right: 0"

Formatted: Character scale: 105%

IN WITNESS WHEREOF, the duly authorized representatives of the CVBJPA Members have each executed this Agreement.

Formatted: Indent: First line: 0.5"

<p><b>CITY OF CATHEDRAL CITY</b></p> <p>_____</p> <p>_____</p> <p><u>Mark Carnevale</u>, Mayor</p> <p>_____</p> <p>_____ Dated: _____</p> <p>_____</p> <p><u>Charlie McClendon</u>, City Manager</p>	<p><b>CITY OF DESERT HOT SPRINGSCOACHELLA</b></p> <p>_____</p> <p>_____</p> <p><u>Steven Hernandez</u>, Mayor</p> <p>_____</p> <p>_____ Dated: _____</p> <p>_____</p> <p><u>Gabriel Martin</u>, City Manager</p>
<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Tracey R. Hermosillo</u>, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>Eric S. Vail</u>, City Attorney</p>	<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Angela M. Zepeda</u>, City Clerk</p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>Carlos Campos</u>, City Attorney</p>
<p><b>CITY OF INDIAN WELLS</b></p> <p>_____</p> <p>_____, Mayor</p> <p>_____</p> <p>_____, City Manager</p>	<p><b>CITY OF INDIO</b></p> <p>_____</p> <p>_____, Mayor</p> <p>_____</p> <p>_____, City Manager</p>

- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted Table
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: Not Bold
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: Not Bold
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Normal
- Formatted: Font: 12 pt
- Formatted: Font: 12 pt
- Formatted: Normal



ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

~~ATTEST:~~

~~\_\_\_\_\_  
\_\_\_\_\_, City Clerk~~

~~APPROVED AS TO FORM:~~

~~\_\_\_\_\_  
\_\_\_\_\_, City Attorney~~

Formatted: Font: 11 pt



<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Cynthia Hernandez</u>, City Clerk</p>	<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Monika Redeva</u>, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>Steven P. Graham</u>, City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>William H. Ihrke</u>, City Attorney</p>

Formatted: Normal

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 12 pt

Formatted: Normal

Formatted: Font: 11 pt

<p><u>CITY OF PALM DESERT</u></p> <p>_____</p> <p><u>Karina Quintanilla, Mayor</u></p> <p>Dated: _____</p> <p>_____</p> <p><u>Todd Hileman, City Manager</u></p> <p>ATTEST:</p> <p>_____</p> <p><u>Anthony Mejia, City Clerk</u></p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p><u>Isra Shah, City Attorney</u></p>	<p><u>CITY OF PALM SPRINGS</u></p> <p>_____</p> <p><u>Jeffrey Bernstein, Mayor</u></p> <p>Dated: _____</p> <p>_____</p> <p>_____</p> <p><u>Scott Stiles, City Manager</u></p> <p>ATTEST:</p> <p>_____</p> <p><u>Brenda Pree, City Clerk</u></p> <p>APPROVED AS TO FORM:</p> <p>_____</p> <p><u>Jeffrey Ballinger, City Attorney</u></p>
<p><u>COUNTY CITY OF RIVERSIDE RANCHO MIRAGE</u></p> <p>_____</p> <p>_____</p> <p><u>Steve Downs, Mayor</u></p> <p>Dated: _____</p> <p>_____</p> <p><u>Isaiah Hagerman, City Manager</u></p> <p><del>Chairman</del></p> <p>_____</p> <p>_____, County Executive Officer</p> <p>ATTEST:</p>	<p><u>COUNTY OF RIVERSIDE</u></p> <p>_____</p> <p><u>Chuck Washington, Chairman</u></p> <p>_____</p> <p><u>Jeff Van Wagenen, County Executive Manager</u></p> <p>ATTEST:</p> <p>_____</p> <p><u>Kimberly A. Rector, Clerk of the Board</u></p> <p>APPROVED AS TO FORM:</p>

Formatted Table

Formatted: Normal

Formatted: Normal

Formatted: Font: 12 pt

<p>_____ _____ <u>Kristie Ramos, City Clerk of the Board</u></p>	<p>_____ <u>Minh Tran, County Counsel</u></p>
<p>APPROVED AS TO FORM:</p> <p>_____ _____, County Counsel</p> <p><u>Steven B. Quintanilla, City Attorney</u></p>	

**Formatted:** Font: 12 pt

**Formatted:** Normal

**Formatted:** Font: 12 pt

**EXHIBIT A**

**TERRITORIAL BOUNDARIES**

Formatted: Font: 11 pt

|



- Formatted: Font: Bold
- Formatted: Centered
- Formatted: Top: 0.81", Bottom: 0.81"