JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE

Waymond Fermon, Chair
City of Indio

Linda Evans, Vice Chair
City of La Quinta

Raymond Gregory
City of Cathedral City

Dr. Frank Figueroa
City of Coachella

Gary Gardner
City of Desert Hot Springs

Brian Penna
City of Indian Wells

Evan Trubee
City of Palm Desert

Ron deHarte
City of Palm Springs

Ted Weill
City of Rancho Mirage

V. Manuel Perez
County of Riverside

RESOLUTION NO. JPA 2026-003

A RESOLUTION OF THE JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE OF VISIT GREATER PALM SPRINGS APPROVING AN AMENDMENT TO THE PURPOSE AND POWERS OF THE JOINT POWERS AUTHORITY

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, the JPA Executive Committee approved an amendment to the JPA Agreement, the Second Amended and Restated Joint Powers Agreement (the "Second Amended JPA Agreement"), in Resolutions Nos. JPA 2024-002, JPA 2024-003 and JPA 2024-007; and

WHEREAS, section 24 of the Second Amended JPA Agreement provides that the Second Amended 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, in accordance with below referenced sections of the Second Amended JPA Agreement, the JPA Executive Committee now desires to revise the purpose and powers set forth in the Second Amended JPA Agreement, as described below, to allow member cities, within the JPA, <u>the option to develop</u> a Tourism Improvement District or Infrastructure District in collaboration with VGPS.

WHEREAS, section 3 (Purpose) of the Second Amended JPA Agreement provides that the purpose of VGPS is as follows:

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 entire economy of the Coachella Valley.; and

WHEREAS, section 16 (Powers of the JPA) of the Second Amended JPA Agreement provides as follows:

<u>Section 16.</u> 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;

[Missing subsection (c)]

(d) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
(e) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
(f) 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;
(g) 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;
(h) 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;
(i) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
(j) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
(k) 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;
(l) 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;
(m) 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;

(n) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;
(o) 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;
(p) The power to provide insurance pursuant to section 989 of the Government Code et seq.;
(q) The power to sue and be sued in the name of the JPA;
(r) 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;
(s) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;
(t) 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;
(u) The power to lobby on behalf of tourism and economic development;
(v) 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
(w) 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.

; and

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 Second Amended JPA.

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

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 maximize visitations from national and international markets;
(b) Doing such other things to drive, advance and support initiatives to strengthen and diversify all aspects of the regional economy of the Coachella Valley; and
(c) Developing, fostering, and facilitating Coachella Valley destination-enhancing improvements and infrastructure including, but not limited to, sports complexes, entertainment venues, and meeting facilities, either directly and/or forging dynamic public-private partnerships.

Section 3. Powers of the JPA.

That the JPA Executive Committee hereby approves and adopts the following amendment to section 16 ("Powers") of the Second Amended JPA Agreement:

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 including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(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., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, 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, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. 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 form these districts, as discussed in the prior section, Section 16(k), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those

Regional Districts may, or may not, include some or all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related infrastructure and facilities, including but not limited to sports complexes, entertainment venues, meeting facilities, and other visitor-serving improvements, either directly or in partnership with public or private entities;

(m) 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;

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

(o) 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;

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

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

(r) 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;

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

(t) 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;

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

(v) 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

(w) 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 4. That the President/Chief Executive Officer of VGPS and/or his designee shall take all reasonable steps to (1) seek the approval and adoption of the amendments to the JPA Agreement set forth above, and (2) seek the approval and adoption of a Third Amended and Restated Joint Powers Agreement in substantially the same form as attached hereto as Exhibit "A" and incorporated herein by this reference after editing the Third Amended and Restated Joint Powers Agreement consistent with the comments and suggestions made by the JPA Executive Committee members at this meeting.

Section 5. 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 6. 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 79. **Effective Date.**

That this Resolution shall take effect immediately upon its adoption.

Section 8. **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.

[Remainder of this page intentionally left blank.]

PASSED, APPROVED AND ADOPTED at the joint meeting of the Joint Powers Authority (JPA) Executive Committee and Visit Greater Palm Springs Board of Directors of Visit Greater Palm Springs, held on the 26th day of June, 2026, by the following vote:

AYES: 9

NAYES: Ø

ABSENT: 1

ABSTAIN: Ø

Waymond Fermon, Chair
Executive Committee
Visit Greater Palm Springs

ATTEST:

Sarah Goslin, Clerk for the Executive Committee

APPROVED AS TO FORM:

Bruce T. Bauer, General Counsel

RESOLUTION NO. JPA 2026-003

Exhibit A

DRAFT THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT

VISIT GREATER PALM SPRINGS

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

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

_____, 2026

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This Third 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 Second Amended and Restated Joint Powers Agreement, dated June 14, 2024, including any subsequent amendments ("Second Amended and Restated Agreement"), and shall restate, amend and supersede the Second Amended and Restated Agreement in its entirety as of the Effective Date; and

WHEREAS, on or about _____, 2026, 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 amend the purpose and powers of JPA as set forth below, among additional provisions as stated herein; and

WHEREAS, on or about _____, 2026, 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 Third 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 maximize visitations from national and international markets;

(b) Doing such other things to drive, advance and support initiatives to strengthen and diversify all aspects of the regional economy of the Coachella Valley; and

(c) Developing, fostering and facilitating Coachella Valley destination-enhancing improvements and infrastructure including, but not limited to, sports complexes, entertainment venues, and meeting facilities, either directly and/or forging dynamic public-private partnerships.

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. **Second Amended and Restated Agreement Superseded - Effective Date**

It is intended by the JPA Members that this Agreement shall be amendatory of the Second Amended and Restated Agreement and shall restate, amend and supersede the Second 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, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. 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 and the daily operations of VGPS to GPSBA, 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. 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.

Activities other than tourism related activities, such as but not limited to economic diversification efforts, shall remain the responsibility of the JPA and shall be governed by the JPA Members and/or their assignee(s) as determined by the JPA Executive Committee.

(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) Initial Membership Fee. Each new JPA Member shall pay to the JPA a one-(1) time entry fee and operation fee calculated as follows:

(i) Entry Fee: The "Entry Fee" shall be calculated by multiplying the new JPA Member's current fiscal year's gross revenue estimate by .55%.

(ii) Operation Fee: The "Operation Fee" shall be calculated by multiplying the Entry Fee by 15.62%.

The sum of the Entry Fee and the Operation Fee is due within thirty (30) days of a new JPA Member joining the JPA.

(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of $35,000 each year, or (ii) 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. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

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

(c) 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 District 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**

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 including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(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., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, 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, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. 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 form these districts, as discussed in the prior section, Section 16(l), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those Regional Districts may, or may not, include all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related

infrastructure and facilities, including but not limited to sports complexes, entertainment venues, meeting facilities, and other visitor-serving improvements, either directly or in partnership with public or private entities;

(m) 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;

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

(o) 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;

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

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

(r) 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;

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

(t) 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;

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

(v) 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

(w) 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;

(d) Director of Finance; and

(e) 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. **Attorney's Fees**

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of its actual and reasonable attorney's fees, costs and expenses incurred in the proceeding.

Section 24. **Voting**

Each JPA Member shall have an equal vote. A motion considered by the JPA Executive Committee shall require a majority of votes cast (more than half) to pass such motion. In the event of a tie vote, such motion before the JPA Executive Committee shall be deemed defeated.

Section 25. **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 26. 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 27. 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 28. 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 29. Applicable Law

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

Section 30. 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 31. 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 32. **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 33. **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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

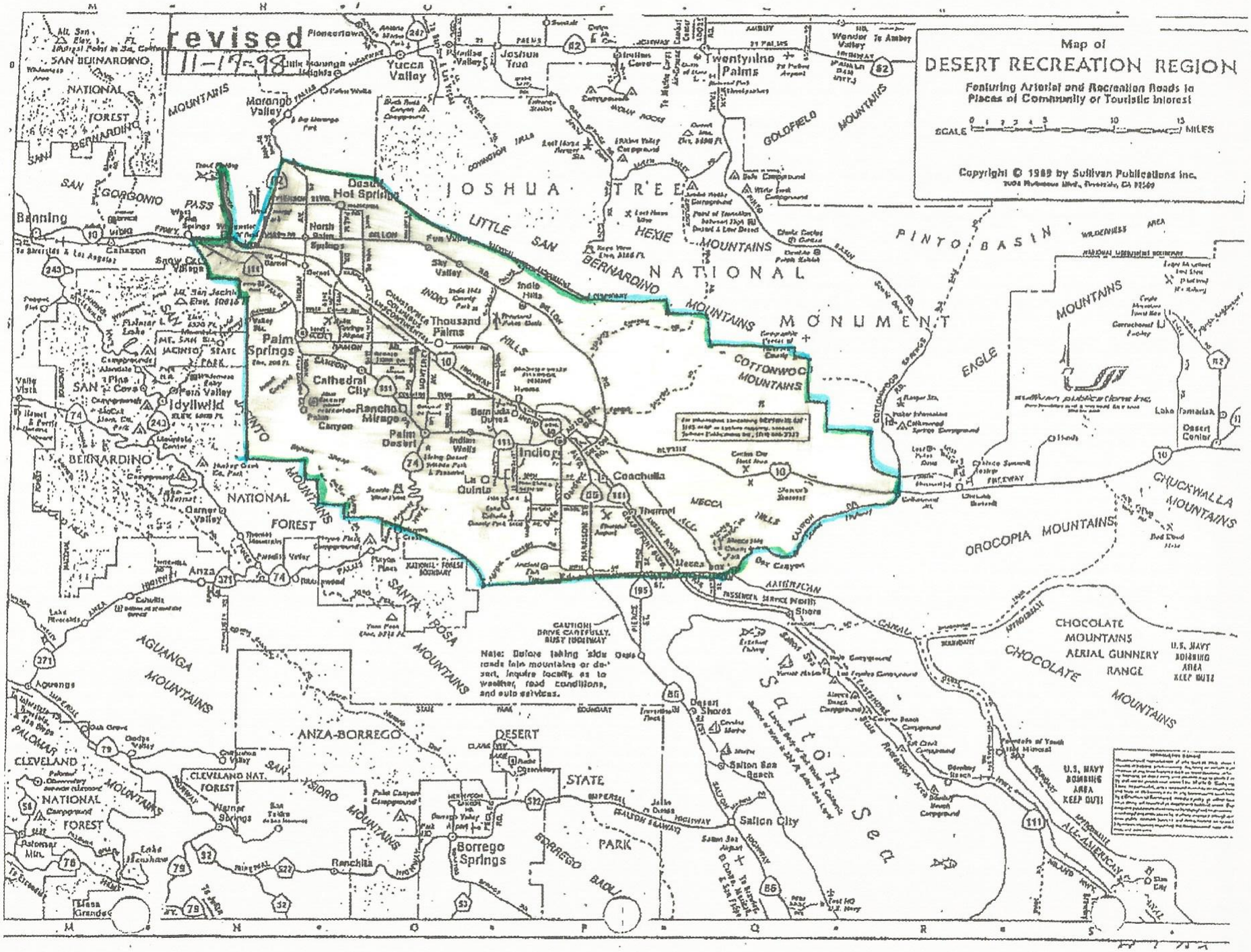
CITY OF CATHEDRAL CITY _____ Raymond Gregory, Mayor Dated: _____ _____ Andrew "Andy" Firestine, City Manager ATTEST: _____ Chrstina Burton, City Clerk APPROVED AS TO FORM: _____ Eric S. Vail, City Attorney	**CITY OF COACHELLA** _____ Dr. Frank Figueroa, Mayor Dated: _____ _____ Gustavo Romo, City Manager ATTEST: _____ Angela M. Zepeda, City Clerk APPROVED AS TO FORM: _____ Ryan Guiboa, City Attorney
CITY OF DESERT HOT SPRINGS _____ Scott Matas, Mayor Dated: _____ _____ Doria Wilms, City Manager ATTEST: _____ Jerryl Soriano, CMC, City Clerk APPROVED AS TO FORM: _____ Jennifer Mizrahi, City Attorney	**CITY OF INDIAN WELLS** _____ Dr. Toper Taylor, Mayor Dated: _____ _____ Christopher Freeland, City Manager ATTEST: _____ Angelica Avila, City Clerk APPROVED AS TO FORM: _____ Todd Leishman, City Attorney

CITY OF INDIO _____ Elaine Holmes, Mayor Dated: _____ _____ Jonathan Nicks, City Manager ATTEST: _____ Cynthia Hernandez, City Clerk APPROVED AS TO FORM: _____ Steven P. Graham, City Attorney	**CITY OF LA QUINTA** _____ Linda Evans, Mayor Dated: _____ _____ Jon McMillen, City Manager ATTEST: _____ Monika Redeva, City Clerk APPROVED AS TO FORM: _____ William H. Ihrke, City Attorney
CITY OF PALM DESERT _____ Evan Trubee, Mayor Dated: _____ _____ Chris Escobedo, City Manager ATTEST: _____ Anthony Mejia, City Clerk APPROVED AS TO FORM: _____ Isra Shah, City Attorney	**CITY OF PALM SPRINGS** _____ Naomi Soto, Mayor Dated: _____ _____ Scott Stiles, City Manager ATTEST: _____ Brenda Pree, City Clerk APPROVED AS TO FORM: _____ Jeffrey Ballinger, City Attorney

CITY OF RANCHO MIRAGE	COUNTY OF RIVERSIDE
_____ Lynn Mallotto, Mayor Dated: _____ _____ Isaiah Hagerman, City Manager ATTEST: _____ Kristie Ramos, City Clerk APPROVED AS TO FORM: _____ Colin D. Kirkpatrick, City Attorney	_____ Karen Spiegel, Chairman _____ Jeff Van Wagenen, County Executive Manager ATTEST: _____ Kimberly A. Rector, Clerk of the Board APPROVED AS TO FORM: _____ Minh Tran, County Counsel

EXHIBIT A

TERRITORIAL BOUNDARIES


revised
11-17-98
Map of
DESERT RECREATION REGION
Featuring Arterial and Recreation Roads to Places of Community or Touristic Interest
SCALE 0 1 2 3 4 5 10 15 MILES
Copyright © 1989 by Sullivan Publications Inc.
JOSHUA TREE NATIONAL MONUMENT
LITTLE SAN BERNARDINO MOUNTAINS
HEXIE MOUNTAINS
PINTO BASIN
GOLDFIELD MOUNTAINS
COTTONWOOD MOUNTAINS
EAGLE MOUNTAINS
CHUCKWALLA MOUNTAINS
OROCOPIA MOUNTAINS
CHOCOLATE MOUNTAINS
CHOCOLATE MOUNTAINS AERIAL GUNNERY RANGE
U.S. NAVY BOMBING AREA KEEP OUT!
SAN BERNARDINO NATIONAL FOREST
SAN GORGONIO PASS
SAN JACINTO MOUNTAINS
SANTA ROSA MOUNTAINS
AGUANGA MOUNTAINS
PALOMAR MOUNTAINS
CLEVELAND NATIONAL FOREST
SAN YSIDRO MOUNTAINS
ANZA-BORREGO DESERT STATE PARK
BORREGO BADLANDS
Salton Sea
Banning
Cabazon
Morongo Valley
Yucca Valley
Joshua Tree
Twentynine Palms
Desert Hot Springs
North Palm Springs
Palm Springs
Cathedral City
Rancho Mirage
Palm Desert
Indio
Thousand Palms
Indio Hills
Coachella
La Quinta
Mecca
Thermal
Idyllwild
Anza
Aguanga
Borrego Springs
Salton City
Desert Shores
Salton Sea Beach
Lake Tamarisk
Desert Center
Note: Before taking side roads into mountains or desert, inquire locally as to weather, road conditions, and auto services.
CAUTION! DRIVE CAREFULLY. RUST HIGHWAY