

~~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

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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.”

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### 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

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**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

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~~**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

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forth, and intending to be legally bound hereby, the ~~CVB~~JPA Members hereby covenant and agree as follows:

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**AGREEMENT**

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**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.

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~~“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.~~

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“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.

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~~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.~~

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“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.

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

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

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“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.~~

~~“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.~~

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

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~~“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.

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“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.

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“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.

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

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“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~~

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(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.

**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.

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**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").

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**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

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(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.

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(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. 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.

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**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.

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**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.

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(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:

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(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;

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(b) Approve and adopt a budget for the JPA prior to the commencement of the JPA's

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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 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,

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 ~~CVB~~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)~~ 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;

~~(e)~~ (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

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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.

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**Section 12. Contributions**

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

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(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.

~~(a)(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 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 shall, at a minimum, make quarterly payments of the annual contribution to VGPS.~~

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A contribution from each of the CVBJPA Members is a funding mechanism equal to:

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- .0015 x Gross Room Rental Revenue for ~~Non-Lodging Establishments excluding Convention Hotels~~, and
- .0035 x Gross Room Rental Revenue for Convention Hotels

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

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**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 CVBVGPS' 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.

(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**

Pursuant 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

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shall be its sole responsibility and shall not become the debts, liabilities, or obligations of any one ~~CVB~~JPA Member except that any ~~CVB~~JPA 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 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:

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(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;

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~~(e)~~(b) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;

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~~(d)~~(c) The power to acquire, construct, manage, maintain or operate any building, works or improvements;

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~~(e)~~(d) 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;

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~~(f)~~(e) 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;

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~~(g)~~(f) 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;

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

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

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~~(j)~~(i) 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;

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(j) 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

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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~~Agreement by the ~~CVB~~JPA Members constitutes consent ~~(+)~~ to ;

~~(+)(i)~~ (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

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(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;

~~(+)(k)~~ (k) 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;

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

~~(+)(m)~~ (m) 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;

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

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~~(+)(o)~~ (o) The power to sue and be sued in the name of the JPA;

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~~(+)(p)~~ (p) 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;

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~~(+)(q)~~ (q) The power to travel domestically and internationally that is necessary or proper

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

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

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**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.

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**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;

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

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(c) Review payroll registers at least monthly;

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(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;

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

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(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

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

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**Section 2223. 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

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Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

| \_\_\_\_\_

**Section 2326, 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 2427, 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 applicable laws.

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**Section 2528, 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.

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**Section 2629, Applicable Law**

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

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**Section 2730, 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.

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**Section 2831, Notices**

Any notice or communication required hereunder between the JPA and the CVBJPA 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:

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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 9224092240 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 9220492210 Attention: City Manager
City of <del>La Quinta</del> 78495 Calle TampicoIndio 100 Civic Center Mall La- Quinta Indio, CA 92253-92201 Attention: City Manager	City of <del>Palm Desert</del> La Quinta 78495 Calle Tampico 73510 Fred Waring Drive- Palm DesertLa Quinta, CA 9226092253 Attention: City Manager
City of <del>Palm Springs</del> Desert, 3200 East Tahquitz Canyon Way- 73510 Fred Waring Drive Palm SpringsDesert, 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 Riverside, California 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>

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**Section 2932. 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.

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**Section 3033. 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,

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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.

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

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

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_____	_____
<u>Frank Luckino</u> , City Manager	<u>Christopher Freeland</u> , City Manager
ATTEST:	ATTEST:
_____	_____
_____	_____
<u>Jerryl Soriano, CMC</u> , City Clerk	<u>Angelica Avila</u> , City Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
_____	_____
<u>Jennifer Mizrahi</u> , City Attorney	<u>Todd Leishman</u> , City Attorney

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<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Anthony Mejia</u>, City Clerk</p>	<p>ATTEST:</p> <p>_____</p> <p>_____</p> <p><u>Brenda Pree</u>, City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>Isra Shah</u>, City Attorney</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>_____</p> <p><u>Jeffrey Ballinger</u>, City Attorney</p>

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<u>COUNTY CITY OF RIVERSIDE RANCHO MIRAGE</u>	<u>COUNTY OF RIVERSIDE</u>
<p>_____</p> <p>_____</p>	<p>_____</p>
<p>Steve Downs, Mayor</p>	<p><u>Chuck Washington, Chairman</u></p>
<p>Dated: _____</p>	<p><u>Jeff Van Wagenen, County Executive Manager</u></p>
<p><u>Isaiah Hagerman, City Manager</u> <del>Chairman</del></p>	<p>ATTEST:</p>
<p>_____ _____, County Executive Officer</p>	<p>_____</p>
<p>ATTEST:</p>	<p><u>Kimberly A. Rector, Clerk of the Board</u></p>
<p>_____</p> <p>_____</p>	<p>APPROVED AS TO FORM:</p>
<p><u>Kristie Ramos, City Clerk of the Board</u></p>	<p>_____</p>
<p>APPROVED AS TO FORM:</p>	<p><u>Minh Tran, County Counsel</u></p>
<p>_____</p> <p>_____, County Counsel</p> <p><u>Steven B. Quintanilla, City Attorney</u></p>	<p>_____</p>

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**EXHIBIT A**

**TERRITORIAL BOUNDARIES**

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