

December 12, 1988
(amended)

JOINT POWERS AGREEMENT

**CREATING THE PALM SPRINGS DESERT RESORTS CONVENTION AND VISITORS
BUREAU**

Acting pursuant to Article I, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.), the parties signatory to this agreement, as listed in Appendix A attached hereto, hereby join together and agree as follows:

ARTICLE I

DEFINITIONS

Active Member. A member organization as defined below.

Executive Committee. The governing body of the Palm Springs Desert Resorts Convention and Visitors Bureau, formed pursuant to Article VIII of this joint powers agreement.

Fiscal Year. The fiscal year for the Palm Springs Desert Resorts Convention and Visitors Bureau shall commence July 1 of every year and end June 30 of the following year.

Funding Formula. A method of computing revenues to be paid to the Bureau by member organizations based on transient occupancy taxes generated, as stated in Article XI, and as illustrated in Exhibit A.

1 Hospitality Industry and Business Council. An advisory body
2 comprised of 15 private or associate members appointed by the
3 Executive Committee.

4 Inactive Member. A member organization which has given notice
5 of withdrawal pursuant to Article XIII of this agreement and
6 thereafter is not eligible for continued representation on the
7 Executive Committee.

8 Initial Contribution. The contribution to be paid by each mem-
9 ber organization pursuant to Article XI at the time of execution
10 of this agreement in order to produce start-up expenses esti-
11 mated to be \$150,000 for FY 1988/89, as shown in Exhibit B.
12

13 Member Organization. A city in the Coachella Valley which has
14 signed the Joint Powers Agreement, has made the prescribed con-
15 tribution to the Bureau and has not given notice of withdrawal.
16 All references to "member" (unless otherwise modified), "active
17 member" or "active city member" shall mean a member
18 organization.

19 Technical Advisory Committee. A committee comprised of one city
20 manager from each member organization, with the function of ad-
21 vising on all matters which come before the Executive Committee.
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE II

PURPOSE

This Agreement is entered into by the member organizations, as parties hereto, 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 to the area from a world-wide market, all to the benefit of the member organizations and their citizens.

ARTICLE III

PARTIES TO AGREEMENT

Each member organization, as a party to this Agreement, hereby agrees and contracts with each and every other member organization as parties to this Agreement, together with such other organizations as may hereafter be added as parties to this agreement, to abide by the terms of this agreement as hereinafter set forth. Each member organization also agrees that withdrawal of any party from this Agreement shall not affect this Agreement as to those member organizations then remaining.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE IV

TERM

This Agreement shall become effective February 1, 1989, or as soon thereafter as it is approved and executed by three or more member organizations, and shall continue in full force and effect until terminated as herein provided.

ARTICLE V

CREATION OF CONVENTION AND VISITORS BUREAU

In order to most effectively achieve the purposes and goals of this Agreement, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Palm Springs Desert Resorts Convention and Visitors Bureau.

ARTICLE VI

POWERS OF THE BUREAU

The Bureau shall have all of the powers common to its member organizations and is authorized, in its own name, to make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, to acquire, hold, or dispose of property, and to incur debts, liabilities, or obligations. The Bureau shall have

1 the power to sue and be sued in its own name. The Bureau may
2 receive and use contributions and advances from member organiza-
3 tions pursuant to Government Code Section 6504, including con-
4 tributions or advances of personnel, equipment, or property. It
5 may invest any money in its treasury, not required for its im-
6 mediate necessities, pursuant to Government Code Section 6509.5.
7 The Bureau may do such other things as are necessary to carry
8 out the purposes and achieve the objectives of this Agreement.
9 These powers shall be exercised by the Bureau pursuant to the
10 terms hereof and as provided by law.

11 **ARTICLE VII**

12 **OBLIGATIONS OF THE BUREAU**

13 The debts, liabilities, and obligations of the Bureau shall be
14 the sole responsibility of the Bureau and shall not become the
15 debts, liabilities, or obligations of the member organizations
16 or any one of them except that a member organization may sepa-
17 rately contract for, or assume responsibility for specific
18 debts, liabilities, or obligations of the Bureau.
19
20

21 **ARTICLE VIII**

22 **EXECUTIVE COMMITTEE**

23 The Bureau shall be governed by an Executive Committee comprised
24 of elected officials from each member organization. Each member
25 organization shall appoint a member of its governing body as a
26
27
28

1 member of the Executive Committee, and a second member of its
2 governing body as an alternate member of the Executive Commit-
3 tee. Each member of the Committee shall serve at the pleasure
4 of the appointing member organization. When a committee member
5 or alternate committee member is no longer a member of the
6 governing body of the appointing organization, membership on the
7 Executive Committee shall automatically terminate. Any vacancy
8 on the Executive Committee shall be promptly filled by the ap-
9 pointing member organization.

10 **ARTICLE IX**

11 **POWERS AND DUTIES OF EXECUTIVE COMMITTEE**

12 The Executive Committee shall exercise all the powers and con-
13 duct all the business of the Bureau, either directly or by del-
14 elegation of authority as the Executive Committee deems appropri-
15 ate. The Executive Committee shall adopt by-laws to provide for
16 the organization and administration of the Bureau. The by-laws
17 shall be adopted by a majority vote of all the members of the
18 Executive Committee and may thereafter be amended in like man-
19 ner, except as more restrictive requirements may appear in said
20 by-laws.
21

22
23 The Executive Committee shall approve and adopt a budget for the
24 Bureau by April 30th of each year for the Fiscal year beginning
25 July 1st of each year.
26
27
28

1 The Executive Committee shall appoint a Hospitality Industry and
2 Business Council comprised of 15 private and associate members
3 for three year staggered terms.

4 The Executive Committee shall be advised on all matters by a
5 Technical Advisory committee comprised of one city manager from
6 each member organization.

7 The Executive Committee shall hire an executive director who
8 shall be a professional manager to organize all affairs of the
9 Bureau.

10 The Executive Committee may create such other committees as it
11 deems necessary to assist in performing its duties and
12 obligations.

13 The Executive Committee shall have such other powers and duties
14 as might be necessary to achieve the purposes and intent of this
15 Agreement and as required by law.

16 17 18 **ARTICLE X**

19 20 **DESIGNATION OF TREASURER AND AUDITOR**

21 The Executive Committee shall designate appropriate officers of
22 one of its member organizations to be the Treasurer and Auditor.

23
24 The Treasurer shall:

- 25 1. Receive and receipt for, all money of the Bureau and place
26 it in the treasury of the member organization, so designated
27

to the credit of the Bureau;

- 1 2. Be responsible, upon his official bond, for the safekeeping
2 and disbursement of all Bureau money so held by him;
- 3 3. Pay, when due, out of money of the Bureau so held by him,
4 all sums due from the Bureau, or any portion thereof, only
5 upon warrants of the Auditor; and
- 6 4. On a monthly basis, verify and report in writing to the Ex-
7 ecutive Committee the amount of money he holds for the Bu-
8 reau, the amount of receipts since his last report and the
9 amount paid out since his last report.
- 10 5. Pursuant to Government Code 53646, the Treasurer shall sub-
11 mit monthly and annual reports to the Executive Committee.
12 All funds invested by the Treasurer must conform to the pro-
13 visions of Government Code 53651.

14
15 The Auditor shall draw warrants to pay demands against the Bu-
16 reau when the demands have been approved by the Executive Com-
17 mittee or such person as may be authorized by the Executive Com-
18 mittee to approve such demands.

19 The City Council of the member organization designated to pro-
20 vide the Treasurer and Auditor shall determine the proper charge
21 to be made against the Bureau for the services of the Treasurer
22 and the Auditor, which charges shall be promptly paid by the
23 Bureau.

24
25 The Treasurer, and such other persons who shall have charge of,
26 handle, or have access to any property of the Bureau shall file

1 an official bond in an amount to be determined by the Executive
2 Committee and sufficient to secure the assets of the Bureau.

3 At the close of each fiscal year, the Auditor shall contract
4 with a Certified Public Accountant or Public Accountant to make
5 an annual audit of the accounts and records of the Bureau. The
6 minimum requirements of such audits shall be those prescribed by
7 the State Controller for special districts under Section 26909
8 of the Government Code and shall conform to generally accepted
9 auditing standards. A report of such audit shall be filed as a
10 public record with each member organization and with the County
11 Auditor for the County of Riverside. Such report shall be filed
12 within 6 months of the end of the fiscal year under examination.
13 The cost of such audit shall be borne by the Bureau.

14 All funds of the Bureau shall be strictly accounted. A member
15 organization may request a report of all receipts and disburse-
16 ments at any time.

17
18 **ARTICLE XI**

19
20 **CONTRIBUTIONS**

21 Each member organization, upon executing this agreement, shall
22 make an initial contribution computed in the manner shown in the
23 Interim Funding Formula attached hereto as Exhibit B.
24

25 Commencing July 1, 1989, and quarterly thereafter, each member
26 organization shall pay into the treasury of the Bureau, the sum
27
28

1 of \$2,500 or a sum to be determined by the Executive Committee,
2 equal to not less than 0.5% nor more than 0.6% of the gross sales
3 for the preceding quarter of lodging which would have been sub-
4 ject to a transient occupancy tax, if such tax were imposed, as
5 defined by Section 7280 of the California Revenue & Taxation
6 Code, whichever is greater, except that for the first full year
7 of the term of this agreement, the contribution of each member
8 organization shall be \$10,000 or 0.55% of said sales, whichever
9 is greater, as estimated on Exhibit A.

10 **ARTICLE XII**

11 **PRIVATE MEMBERSHIP AND ASSOCIATE MEMBERSHIP**

12 There is hereby established a class of membership designated
13 "Private Member". A private member shall be a non-governmental
14 entity whose place of business is within the jurisdiction of an
15 active governmental member organization and whose business and
16 activities are directly related to the convention or tourism
17 industry and the purposes of this agreement. Private members
18 shall be subject to approval of the Executive Committee which
19 shall set the fee for such member.
20

21
22 There is hereby established a class of membership designated
23 "Associate Member". An Associate Member shall be a non-
24 governmental entity whose business and activities are related to
25 the convention or tourism industry or the purposes of this
26
27
28

1 agreement, but whose place of business is not within the bound-
2 aries of a governmental agency which is eligible to become a
3 member or an inactive member of the Bureau. Associate members
4 shall be subject to approval of the Executive Committee which
5 shall set the fee for such member.

6 The rights, duties and obligations of Private Members and As-
7 sociate Members shall be provided in the by-laws.

8 9 **ARTICLE XIII**

10 **WITHDRAWAL OF MEMBER ORGANIZATION**

11
12 A member organization may withdraw from participation in this
13 Joint Powers Agreement subject to the condition that its current
14 annual contribution to the Bureau is paid in full and if such
15 withdrawal occurs after March 1, 1989, that it pay to the Bureau
16 an additional contribution equal to the annual contribution owed
17 or paid during the year of withdrawal. A withdrawing member
18 organization may again become a participating member of this
19 Joint Powers Agreement subject to the condition that it pay to
20 the treasury of the Bureau all contributions which it would have
21 paid if the member organization had not withdrawn from par-
22 ticipation. Additionally, an active member which gives notice
23 of withdrawal becomes an inactive member, with no voting privi-
24 leges on the Executive Committee. Private members may not par-
25 ticipate in the Bureau if their place of business is located
26 within the boundaries of an inactive member.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XIV

CONTRACT SERVICES

Nothing in this Agreement shall be deemed to prohibit a member organization from expending additional efforts and resources or contracting with the Bureau or other entities for additional services and benefits similar to those realized from participation in this Agreement.

ARTICLE XV

AMENDMENTS TO JOINT POWERS AGREEMENT

This Joint Powers Agreement may not be amended except by vote of two-thirds of the entire membership of the Executive Committee and subsequent ratification by the governing bodies of two-thirds of the member organizations, provided further that any amendment of the amount of member contributions, as stated in Article XI, shall require the unanimous vote of the entire active membership of the Executive Committee and subsequent ratification by the governing bodies of all active member organizations.

ARTICLE XVI

TERMINATION AND DISTRIBUTION OF ASSETS

This Agreement may be terminated at any time upon election to terminate by the governing bodies of not less than three-fourths

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

of the member organizations, provided, however, that this Agreement and the Bureau shall continue to exist after such termination for the purpose of disposing of all claims, distributing all assets, and performing all other acts necessary to conclude the affairs of the Bureau.

Upon termination, all assets of the Bureau shall be distributed among the member organizations in proportion to their contribution during the term of this Agreement with an offset for any monies owed to the Bureau.

ARTICLE XVII

FILING WITH SECRETARY OF STATE

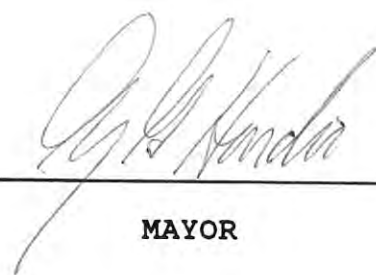
Notice of this Agreement, or any amendments to it, shall be filed with the office of the California Secretary of State within thirty days of its effective date pursuant to Government Codes Section 6503.5.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF CATHEDRAL CITY

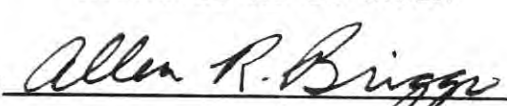
DATED: February 24, 1989

BY: 
MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: 
CITY CLERK

BY: 
CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF COACHELLA

DATED: _____ BY: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: _____ BY: _____

CITY CLERK

CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF DESERT HOT SPRINGS

DATED: July 6, 1990

BY: *Daniel Bean*

MAYOR

ATTEST

APPROVED AS TO FORM:

BY: *Colleen Nicol*
CITY CLERK

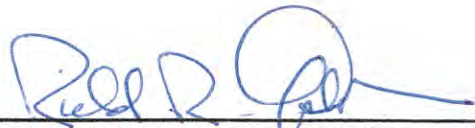
BY: *[Signature]*
CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.


CITY OF INDIAN WELLS


DATED: January 5, 1989

BY: 
RICHARD R. OLIPHANT, MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: 
PRINCE E. PIERSON, CITY MANAGER/CLERK

BY: 
GENE NAZAREK, CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF INDIO

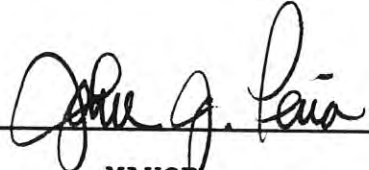
DATED: 2/8/89 BY: Darwin A. Oakley
MAYOR

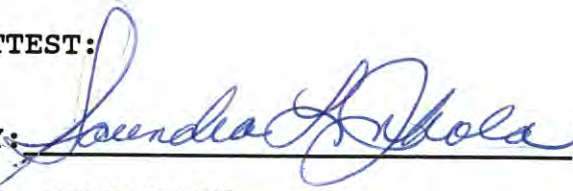
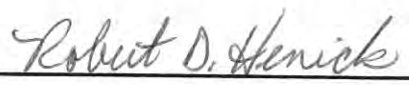
ATTEST: APPROVED AS TO FORM:
BY: Karen Dodd BY: [Signature]
CITY CLERK CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF LA QUINTA

DATED: Feb. 21, 1989 BY: 
MAYOR

ATTEST:  BY: 
CITY CLERK Asst. CITY ATTORNEY

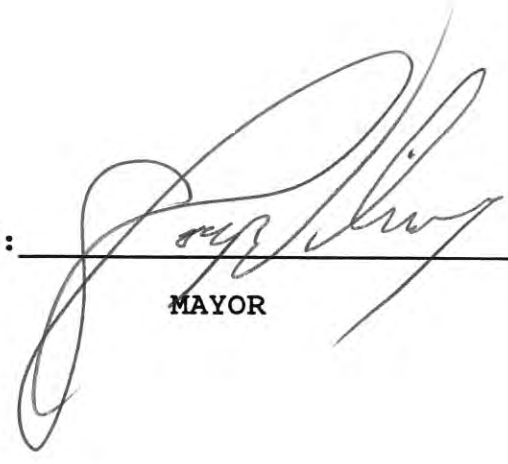
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF PALM DESERT

DATED: _____

BY: _____



MAYOR

ATTEST:

APPROVED AS TO FORM:

BY: _____

BY: _____



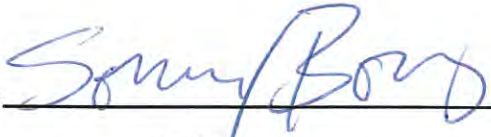
CITY CLERK

CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

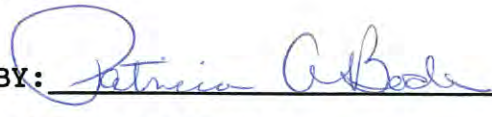
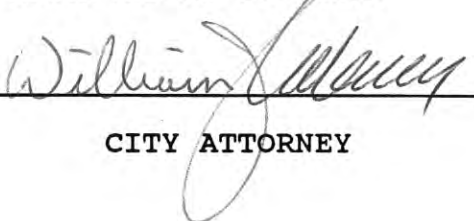
IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF PALM SPRINGS

DATED: February 10, 1989 BY: 
MAYOR

ATTEST:


APPROVED AS TO FORM:

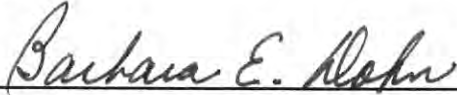
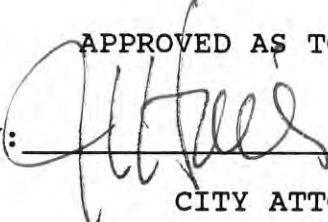
BY:  BY: 
Deputy CITY CLERK CITY ATTORNEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Agreement on
the day and year hereinafter specified.

CITY OF RANCHO MIRAGE

DATED: February 3, 1989 BY: 
MAYOR

ATTEST: APPROVED AS TO FORM:
BY:  BY: 
CITY CLERK CITY ATTORNEY

**FY 1988/89 RECOMMENDED
INTERIM FUNDING FORMULA**

<u>city</u>	<u>FY 87/88 Estimated (1) Gross Sales</u>	<u>FY 87/88 x .55%</u>	<u>x 15.62% Interim Operation</u>
Desert Hot Springs	\$ 3,338,000	\$ 18,359	\$ 2,868
Palm Springs	63,333,000	348,332	54,409
Cathedral City	10,744,000	59,092	9,230
Rancho Mirage	23,750,000	130,625	20,404
Palm Desert	47,083,000	258,957	40,449
Indian Wells	9,857,000	54,214	8,468
La Quinta	9,250,000	50,875	7,947
Indio	5,375,000	29,563	4,618
<u>Coachella (2)</u>	<u>- 0 -</u>	<u>10,000</u>	<u>1,562</u>
TOTAL	<u>\$172,730,000</u>	<u>\$ 960,017</u>	<u>\$ 150,000</u>

NOTES

(1) Source: DRCVB, unaudited, August 1988.

(2) No Transient Occupancy Tax, base assessment \$10,000.

(3) Proposed interim budget -

Personnel	\$ 90,000
Office/Travel	15,000
Consultant	15,000
Other	15,000
Contingency	15,000
	<u>\$ 150,000</u>

**FY 1989/90 RECOMMENDED
PROPOSED FUNDING FORMULA**

<u>City</u>	<u>FY 88/89 Projected (1) Gross Sales</u>	<u>FY 88/89 x .60%</u>	<u>FY 88/89 x .55%</u>	<u>FY 88/89 x .50%</u>
Desert Hot Springs	\$ 4,500,000	\$ 27,000	\$ 24,750	\$ 22,500
Palm Springs	76,222,000	457,300	419,200	381,100
Cathedral City	12,778,000	76,700	70,300	63,900
Rancho Mirage	36,250,000	217,500	199,400	181,250
Palm Desert	47,083,000	282,500	258,950	235,400
Indian Wells	10,000,000	60,000	55,000	50,000
La Quinta	13,125,000	78,750	72,200	65,600
Indio	5,625,000	33,750	30,950	28,100
<u>Coachella (2)</u>	<u>- 0 -</u>	<u>10,000</u>	<u>10,000</u>	<u>10,000</u>
TOTAL	<u>\$205,583,000</u>	<u>\$1,243,500</u>	<u>\$1,140,750</u>	<u>\$1,037,850</u>

NOTES

- (1) Source: City Finance Departments, budget projections FY 1988/89.
- (2) No Transient Occupancy Tax, base assessment \$10,000.
- (3) Proposed budget FY 1989/90

a) City contributions	\$1,140,750
b) Private members	500,000
c) Advertising/other	250,000
	<u>\$1,890,750</u>

FY 1989-1990
PROPOSED FUNDING FORMULA

CITY -----	CALENDAR 1989 PROJECTED (1) GROSS SALES -----	FY 1989-90 X .6% -----
Desert Hot Springs	NOT A MEMBER AT THIS TIME	
Cathedral City	\$10,242,000	\$ 56,331
Indian Wells	15,214,182	83,678
Indio	3,910,000	21,505
La Quinta	15,788,909	86,839
Palm Desert	59,403,090	326,717
Palm Springs	70,193,455	386,064
Rancho Mirage	27,598,000	151,789
-----	-----	-----
TOTAL	\$202,349,636 =====	\$1,112,923 =====

NOTE: Projection from City Finance Departments

FY 1990-1991

PROPOSED FUNDING FORMULA

CITY	CALENDAR 1990 PROJECTED (1) GROSS SALES	FY 1990-91 X .6%
Desert Hot Springs (JOINED 7/6/90)	\$ 4,625,000	\$ 27,750
Cathedral City	10,555,556	63,333
Indian Wells	19,195,514	115,173
Indio	5,900,000	35,400
La Quinta	21,000,000	126,000
Palm Desert	46,250,000	277,500
Palm Springs	74,444,444	446,667
Rancho Mirage	27,777,778	166,667
TOTAL	\$209,748,292	\$1,258,490

NOTE: Projection from City Finance Departments

FUNDFORM
6/7/90

(EXHIBIT A)

FY 1991-1992

PROPOSED FUNDING FORMULA

CITY	CALENDAR 1991 PROJECTED (1) GROSS SALES	FY 1991-92 X .6%
Desert Hot Springs	\$ 3,439,000	\$ 20,634
Cathedral City	\$ 9,895,000	\$ 59,370
Indian Wells	\$ 29,666,667	\$ 178,000
Indio	\$ 5,500,000	\$ 33,000
La Quinta	\$ 22,166,667	\$ 133,000
Palm Desert	\$ 52,000,000	\$ 312,000
Palm Springs	\$ 87,000,000	\$ 522,000
Rancho Mirage	\$ 27,777,833	\$ 166,667
-----	-----	-----
TOTAL	\$237,445,167 =====	\$1,424,671 =====

NOTE: Projection from City Finance Departments

FUNDFORM
11/08/91

(EXHIBIT A)

FY 1992-1993

PROPOSED FUNDING FORMULA

CITY	CALENDAR 1992 PROJECTED (1) GROSS SALES	FY 1992-93 X .6%	FY 1992-93 X 1.4%	TOTAL
Desert Hot Springs	\$ 3,687,926	\$ 22,128	\$ -0-	\$ 22,128
Cathedral City	10,898,141	31,075	80,066	111,141
Indian Wells	28,050,000	-0-	392,700	392,700
Indio	6,330,740	37,984	-0-	37,984
La Quinta	19,337,845	-0-	270,730	270,730
Palm Desert	53,264,338	66,560	590,394	656,954
Palm Springs	72,062,921	195,738	552,158	747,896
Rancho Mirage	32,000,000	26,880	385,280	412,160
TOTAL	\$225,631,911	\$ 380,365	\$2,271,328	\$2,651,693

NOTE:

(1) Source: City Finance Departments
 1991 Year-end Gross Sales
 City of Indian Wells Projection - Down trend
 City of Rancho Mirage - Westin Mission Hills