

# City of La Quinta

CITY COUNCIL MEETING: September 15, 2015

## STAFF REPORT

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**AGENDA TITLE:** ADOPT A RESOLUTION APPROVING AN AMENDED AND RESTATED CONVENTION AND VISITORS BUREAU JOINT POWERS AGREEMENT

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### RECOMMENDATION

Adopt a resolution approving the Greater Palm Springs Convention & Visitors Bureau amended and restated joint powers agreement.

### EXECUTIVE SUMMARY

- The Greater Palm Springs Convention & Visitors Bureau (CVB) is a joint powers authority operating under the Joint Exercise of Powers Act.
- The CVB promotes and enhances the hospitality, convention, and tourism industry in the Coachella Valley to the benefit of the member organizations and their residents.
- The amended agreement reflects current law and updates the 2002 agreement.

### FISCAL IMPACT

There is no additional impact as the contribution formulas remain unchanged. The current contribution formula is equal to  $.0015 \times$  gross room rental revenue for non-convention hotels, and  $.0035 \times$  gross room rental revenue for convention hotels.

### BACKGROUND/ANALYSIS

The CVB was formed in 1989 to promote and enhance the hospitality, convention, and tourism industry in the Coachella Valley. The operative legal governing document is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002. In order to incorporate current law and maximize CVB's ability to service its member organizations, the CVB's Executive Committee has approved the attached Amended and Restated Joint Powers Agreement (Exhibit A to the Resolution).

The Amended Agreement reflects current law and is modified as follows:

1. Adds a "Recitals" section, which was not part of the 2002 Agreement. Recitals are generally used for amended and restated agreements to describe the reason for the agreement and the intent of the parties in entering into the agreement. These recitals state that the Amended Agreement amends, restates, and supersedes the prior agreement in its entirety. Revised "Definitions" are included to properly facilitate the operation of its substantive provisions.

2. The Amended Agreement designates the official name of the CVB, “Greater Palm Springs Convention & Visitor Bureau, rather than the “Palm Springs Desert Resort Communities Convention and Visitors Authority”.
3. The CVB’s governing body is the Executive Committee, which is comprised of an elected official from each city member and a Riverside County senior staff member. These provisions remain unchanged, but the Amended Agreement expressly provides that Executive Committee members whose agencies pay CVB dues shall be entitled to vote.
4. The Amended Agreement sets forth a more detailed yet non-exhaustive list of the powers that the Executive Committee possesses pursuant to state law; the powers are similar to those stated in the 2002 Agreement, but include the authority to select staff members other than city managers to serve on the appointed technical advisory committee, and the power to retain legal counsel.
5. The Amended Agreement sets forth the territorial boundaries of the CVB, which remain unchanged from the 2002 Agreement, but a map of the boundaries is now attached as Exhibit A. The boundaries may be changed by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members’ legislative bodies.
6. The Amended Agreement sets forth the precise formula for calculating members’ contributions, specifically 0.15% gross room rental revenue for “Non-Convention Hotels” and 0.35% of gross room rental revenue for “Convention Hotels.” The formula may be changed by two-thirds vote of the Executive Committee which must be approved by a unanimous vote of the CVB members’ legislative bodies. The 2002 Agreement addressed contributions in an exhibit rather than in the agreement.
7. The Amended Agreement maintains the conditions imposed upon members who wish to withdraw from the CVB largely intact, but does away with the requirement of thirteen months’ notice of withdrawal as provided in the 2002 Agreement.
8. The Amended Agreement sets forth a detailed, non-exhaustive list of the powers that the CVB possesses as a joint powers authority pursuant to state law. The list includes all of the powers specified in the 2002 Agreement and also includes several others, such as the ability to engage independent contractors and legal counsel; to acquire and dispose of real or personal property; to raise revenue for any public purpose that is consistent with the CVB’s purpose; to form, renew and modify improvement districts such as the CVB’s Tourism Marketing District; to form a non-profit corporation or other affiliated non-profit entities; to adopt and enforce rules, regulations, resolutions and ordinances to carry out the CVB’s purposes; and to invest money from its treasury that is not required for immediate necessities.
9. The CVB’s President/CEO, Finance Director and Treasurer are required by state law to file an official bond in an amount determined by the Executive Committee. The Amended Agreement sets forth this requirement expressly, whereas the 2002 Agreement did not.
10. The Amended Agreement enumerates the Treasurer’s duties, which are substantively similar to those duties enumerated in the 2002 Agreement. However, the Amended Agreement reflects the updated state law requirements.

The draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory Committee that consists of all the CVB members' city managers and the County Executive Officer. Meetings were also held with CVB member staff. This extensive review and input generated the Amended Agreement, which was adopted by the CVB Executive Committee on March 20, 2015. The Amended agreement will take effect once it is executed by all members.

### ALTERNATIVES

As the fiscal impact remains the same and the amendments are largely due to legal requirements, staff does not recommend an alternative.

Report prepared by: Tustin K. Larson, Marketing & Events Supervisor

Report approved by: Edie Hylton, Deputy City Manager



**RESOLUTION NO. 2015 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA  
QUINTA, CALIFORNIA, APPROVING THE GREATER PALM  
SPRINGS CONVENTION & VISITORS BUREAU (CVB)  
AMENDED AND RESTATED JOINT POWERS AGREEMENT**

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

**WHEREAS**, the CVB was formed in 1989 and the operative legal document governing the CVB as a joint powers authority is the Joint Powers Agreement, originally executed in 1989 and subsequently amended on multiple occasions, most recently on or about June 18, 2002; and

**WHEREAS**, the purpose of the CVB, as set forth in the CVB Joint Powers Agreement, is to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the member organizations and their constituents via the exercise of all the expressed and implied powers the CVB members have in common; and

**WHEREAS**, in order to remain current with applicable law and to maximize the CVB's ability to encourage, promote, and enhance all aspects of the hospitality, convention and tourism industry throughout all parts of the Coachella Valley, to the benefit of the member organizations and their citizens, the CVB's Executive Committee has approved the attached Amended and Restated Joint Powers Agreement (Amended Agreement); and

**WHEREAS**, the Amended Agreement reflects current law and makes changes to the 2002 Agreement as recommended by the Hospitality Industry and Business Council (now known as the Board of Directors), the CVB's CEO/President and the CVB's General Legal Counsel; and

**WHEREAS**, the draft of the Amended Agreement was circulated for review and input to members of the Technical Advisory Committee which consists of all the CVB members' city managers and an executive officer of the County and several meetings were also held with several CVB members' staff members for their respective input; and

**WHEREAS**, after extensive review and input from all interested parties, the attached draft was presented to the CVB Executive Committee for its consideration and was adopted and approved by the CVB Executive Committee on March 20, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of La Quinta, California, as follows:

**SECTION 1. Recitals.** That the recitals set forth hereinabove are true and correct.

**SECTION 2. Approval.** That the City Council hereby approves the Greater Palm Springs Convention & Visitors Bureau (CVB) Amended and Restated Joint Powers Agreement attached hereto as Exhibit A

**SECTION 3. Repeal of Conflicting Provisions.** That all provisions of any prior resolutions or agreements that are in conflict with the provisions of this Resolution are hereby repealed.

**SECTION 4. Effective Date.** That this resolution shall take effect immediately upon adoption and the Amended and Restated Joint Powers Agreement shall take effect upon execution by all its members.

**SECTION 5. Certification.** That the City Clerk shall certify the roll call vote adopting this resolution.

**PASSED, APPROVED, and ADOPTED** at a regular meeting of the La Quinta City Council held on this fifteenth day of September, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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LINDA EVANS, Mayor  
City of La Quinta, California

**ATTEST:**

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SUSAN MAYSELS, City Clerk  
City of La Quinta, California

(CITY SEAL)

**APPROVED AS TO FORM:**

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WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California



Greater Palm Springs Convention & Visitors Bureau

JOINT POWERS AGREEMENT  
("Amended and Restated Agreement")

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

DATE

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[TO BE COMPLETED UPON ADOPTION]

This Joint Powers Agreement is entered hereto by and between the cities of Cathedral City, 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, 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 parties to this Agreement are individually referred to herein as “CVB Member” and collectively as “CVB 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 CVB 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 CVB Members have in common; and

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

**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.

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

## **AGREEMENT**

### **Section 1.     Definitions**

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

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

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

“Convention Hotel” shall mean a hotel with 50 rooms or greater that provides facilities and services designed to host meetings or gatherings within or upon the same premises of the hotel or within a facility (for example: convention centers, auditoriums, outdoor venues, etc.) that is in close proximity of the hotel.

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

“CVB Member” shall mean an organization that is party to this Agreement.

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

“CVB 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 dwelling utilized for short term rental and subject to local transient occupancy tax.

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

“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.

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

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

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

## **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 is to form a joint powers authority to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from national and international markets, all to the benefit of the CVB Members and their constituents.

## **Section 4.     Name**

The name of the JPA shall be the “Greater Palm Springs Convention & Visitors Bureau” (“CVB”) 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.     Initial Agreement Superseded – Effective Date**

It is intended by the CVB Members that this Agreement shall be amendatory of the Initial Agreement and shall restate, amend and supersede the Initial Agreement. Upon its Effective Date, this Agreement shall govern the relationship of the CVB 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 CVB Members’ legislative bodies (“Effective Date”).

## **Section 6.     Termination**

(a) This Agreement may be terminated by unanimous vote of all the CVB Members’ legislative bodies provided, however, the foregoing shall not be construed as limiting the rights of a CVB Member to withdraw its membership in the JPA, and thus terminate this Agreement with respect to such withdrawing CVB 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 CVB Members' treasuries in proportion to the CVB Member Contributions made by the respective CVB Member to the JPA.

**Section 7. CVB Members**

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

**Section 8. Additional Members**

Additional CVB Members that qualify to join a joint powers authority under the Joint Exercise of Powers Act may be added as CVB Members at any time by a two-thirds vote of the of the entire JPA Executive Committee and a unanimous vote of the CVB 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 CVB 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 CVB 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) Appoint an advisory board consisting 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;

(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 Member as designated by the respective JPA Executive Committee member, for purposes of advising the JPA Executive Committee on any technical issues of the JPA that the JPA Executive Committee may need advice on;

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

(f) 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) Create any committees, sub-committees, advisory committees and advisory boards, 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) 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, 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 CVB may only be changed by a two-thirds vote of the JPA Executive Committee and a unanimous vote of the CVB Members' legislative bodies.

## **Section 12. Contributions**

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

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

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

## **Section 13. Withdrawal**

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

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

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

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

(d) After giving notice of withdrawal, a withdrawing CVB 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 CVB Member may again become a party to this Agreement on condition that it pays to the treasury of the CVB an amount equal to all CVB Member Contributions which the withdrawing CVB Member would have been required to pay if it had not withdrawn from participation.

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

#### **Section 14. Separate Entity**

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 CVB Member except that any CVB Member may separately contract for, or assume responsibility for specific debts, liabilities, or obligations of the JPA.

#### **Section 15. Powers of the JPA**

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

- (a) The power to make, enter into and perform all necessary contracts;
- (b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;
- (c) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
- (d) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (f) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
- (g) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;
- (h) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
- (i) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
- (j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets &

Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;

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

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

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

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

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

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

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

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

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

- (t) The power to lobby on behalf of travel and tourism;
- (u) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the hospitality, convention and tourism industry; and
- (v) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

**Section 16. 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 17. 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;
- (b) Director of Finance; and
- (c) Treasurer.

**Section 18. 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 19. 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 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 year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties the amount of money the Treasurer holds for the JPA, the amount of receipts since the Treasurer's last report, and the amount paid out since the Treasurer's last report.

### **Section 20. 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 21. 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 22. 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 23. 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 24. 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 CVB Members' legislative bodies in compliance with all applicable provisions of the Joint Exercise of Powers Act and all other applicable laws.

**Section 25. Ambiguities or Uncertainties**

The CVB Members have mutually negotiated the terms and conditions of this Agreement and each CVB 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 CVB Members and none of the CVB 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 CVB Member.

**Section 26. Applicable Law**

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

**Section 27. 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 28. Notices**

Any notice or communication required hereunder between the JPA and the CVB 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 Desert Hot Springs 11711 West Drive Desert Hot Springs, CA 92240 Attention: City Manager
City of Indian Wells 44950 El Dorado Indian Wells, CA 92210 Attention: City Manager	City of Indio 100 Civic Center Mall Indio, CA 92201 Attention: City Manager
City of La Quinta 8495 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 69-825 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 29. 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 30. Privileges and Immunities**

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

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

<p><b>CITY OF CATHEDRAL CITY</b></p> <hr/> <p>Stan Henry, Mayor</p> <hr/> <p>Charles McClendon, City Manager</p> <p>ATTEST:</p> <hr/> <p>Gary F. Howell, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Charles R. Green, City Attorney</p>	<p><b>CITY OF DESERT HOT SPRINGS</b></p> <hr/> <p>Adam Sanchez Jr., Mayor</p> <hr/> <p>Martin Magana, City Manager</p> <p>ATTEST:</p> <hr/> <p>Jerryl Soriano, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Steven B. Quintanilla, City Attorney</p>
<p><b>CITY OF INDIAN WELLS</b></p> <hr/> <p>Ty Peabody, Mayor</p> <hr/> <p>Wade McKinney, City Manager</p> <p>ATTEST:</p> <hr/> <p>Anna Grandys, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Stephen P. Deitsch, City Attorney</p>	<p><b>CITY OF INDIO</b></p> <hr/> <p>Lupe Ramos Watson, Mayor</p> <hr/> <p>Dan Martinez, City Manager</p> <p>ATTEST:</p> <hr/> <p>Cynthia Hernandez, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Roxanne Diaz, City Attorney</p>

<p><b>CITY OF LA QUINTA</b></p> <hr/> <p>Linda Evans, Mayor</p> <hr/> <p>Frank J. Spevacek, City Manager</p> <p>ATTEST:</p> <hr/> <p>Susan Maysels, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>M. Katherine Jenson, City Attorney</p>	<p><b>CITY OF PALM DESERT</b></p> <hr/> <p>Susan Marie Weber, Mayor</p> <hr/> <p>John M. Wohlmuth, City Manager</p> <p>ATTEST:</p> <hr/> <p>Rachelle D. Klassen, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>David J. Erwin, City Attorney</p>
<p><b>CITY OF PALM SPRINGS</b></p> <hr/> <p>Stephen Pougnet, Mayor</p> <hr/> <p>David H. Ready, City Manager</p> <p>ATTEST:</p> <hr/> <p>James Thompson, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Douglas Holland, City Attorney</p>	<p><b>CITY OF RANCHO MIRAGE</b></p> <hr/> <p>G. Dana Hobart, Mayor</p> <hr/> <p>Randal Bynder, City Manager</p> <p>ATTEST:</p> <hr/> <p>Cynthia Scott, City Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Steven B. Quintanilla, City Attorney</p>

**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Marion Ashley, Chairman

\_\_\_\_\_  
Jay Orr, County Executive Officer

ATTEST:

\_\_\_\_\_  
Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory P. Priamos, County Counsel

EXHIBIT A  
TERRITORIAL BOUNDARIES

Revised 11-17-98

# DESERT RECREATION REGION

Map of  
Featuring Aerial and Recreation Routes to  
Places of Community or Touristic Interest

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3000 Redwood Blvd., Redwood, CA 95570

SCALE 0 1 2 3 4 5 10 15 MILES



