CITY COUNCIL SPECIAL MEETING
AGENDA

Tuesday, August 25, 2026

1:00 PM

City Hall Council Chamber

44950 Eldorado Drive, Indian Wells, CA 92210

Welcome to a meeting of the Indian Wells City Council.

Live Stream: *Meetings held in the City Hall Council Chamber are streamed live. You can watch the meeting on any device or computer. Members of the public who wish to listen or watch the meeting may access the livestream during the regular meetings. https://www.youtube.com/@CityofIndianWells*

Live Zoom: *Access via https://zoom.us/join and enter Webinar ID 898 1860 7909 Passcode 428040. OPTION 4: LIVE VIA TELEPHONE 1. Call (669) 444 9171 and enter Meeting ID 898 1860 7909 Passcode 428040.*

Public Comments: *Members of the Public who wish to speak should fill out a blue slip and submit it to the City Clerk; comments are limited to three (3) minutes. If you are unable to provide comments during meeting, written comments on agenda or non-agenda items or both, may be submitted at CityClerk@indianwells.com.*

Notification: *If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act (ADA) please contact the City Clerk at 760-346-2489, 48 hours prior to the meeting.*

Please turn off all communication devices (phones) or put them on non-audible mode (vibrate) during Council proceedings. All documents for public review are available for public inspection at City Hall reception, 44-950 Eldorado Drive, Indian Wells during normal business hours.

Pages

A. CONVENE THE INDIAN WELLS CITY COUNCIL, PLEDGE OF ALLEGIANCE AND ROLL CALL

MAYOR TOPER TAYLOR
MAYOR PRO TEM BRIAN PENNA
COUNCIL MEMBER GREG SANDERS
COUNCIL MEMBER DANA REED
COUNCIL MEMBER BRUCE WHITMAN

B. APPROVAL OF THE FINAL AGENDA

C. PUBLIC COMMENTS

Members of the public who wish to speak on Consent Calendar items or items listed on the special agenda may do so at this time. Public comments are limited to three (3) minutes per speaker. Speakers will be alerted when their time is up and no further comments will be made after the allotted time.

Please note that while the City Council values public input, it cannot take action or engage in discussion on items not listed on the agenda. However, the Council may refer matters raised during public comments to staff for review, follow-up, as appropriate.

D. CONSENT CALENDAR

All matters listed in the Consent Calendar are routine and will be approved by one motion. Reading of text of Ordinances is waived and Ordinances are adopted as second reading, by title only. There will be no separate discussion of these items unless members of the Council request specific items be removed from the Consent Calendar for separate discussion and action.

D.1 VISIT GREATER PALM SPRINGS (VGPS) JOINT POWERS AGREEMENT 3RD AMENDMENT

RECOMMENDED ACTIONS:

Council **APPROVES** Joint Powers Agreement Third Amendment with Visit Greater Palm Springs (VGPS) to modernize language to allow VGPS' members the option to develop a Tourism Improvement District or Infrastructure District, in collaboration with VGPS, to further the goal of construction of a sports complex in the Coachella Valley; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

D.2 RECRUITMENT AND INTERVIEW SCHEDULE FOR COMMISSION AND COMMITTEES

RECOMMENDED ACTIONS:

Council **APPROVES** the recruitment schedule and **DESIGNATES** Mayor Pro Tem Brian Penna and Council Member Greg Sanders to serve as the Ad-Hoc Interview Committee for the Planning Commission; and

DESIGNATES Mayor Toper Taylor to serve as the Ad Hoc Interview Committee for the Coachella Valley Mosquito and Vector Control District; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

D.3 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE VOTING DELEGATE APPOINTMENTS

RECOMMENDED ACTIONS:

Council **DESIGNATES** Mayor Toper Taylor as the Voting Delegate and Council Member Dana Reed as the Alternate Delegate for the City of Indian Wells at the 2026 League of California Cities Annual Conference held on September 23-25, 2026, in Anaheim; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

D.4 CONSIDERATION OF AMENDMENT NO. 1 TO THE THIRD AMENDMENT RESTATEMENT OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG) JOINT POWERS

RECOMMENDED ACTIONS:

Council **APPROVES** Amendment No. 1 to the Third Amendment and Restatement of the Coachella Valley Association of Governments (CVAG) Joint Powers Agreement (JPA); and

AUTHORIZES the Mayor to execute any documents necessary to approve the amendment on behalf of the City of Indian Wells; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

D.5 GANN APPROPRIATIONS LIMITATION FOR FISCAL YEAR 2026-27

RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution establishing the City's Fiscal Year 2026-27 Appropriations Limitation pursuant to Article XIIIB of the California Constitution; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

D.6 AWARD CONTRACT TO UNIVERSAL GREEN LLC AND REQUEST SUPPLEMENTA APPROPRIATION FOR THE HIGHWAY 111 PALM TREE REPLACEMENT PROJECT

RECOMMENDED ACTIONS:

Council **APPROVES** a supplemental appropriation in the amount of $79,000 to the Highway 111 Palm Tree Replacement Project from Capital Improvement Reserves; and

AWARDS the construction contract to Universal Green LLC in the amount of $515,000 with a 10% contingency in the amount of $51,500 for a total of $566,500

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities).

D.7 RESOLUTION TO ACKNOWLEDGE RECEIPT OF RIVERSIDE COUNTY FIRE DEPARTMENT ANNUAL INSPECTION REPORT PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 13146.4 FOR FISCAL YEAR 2025-26

RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution acknowledging receipt of the Riverside County Fire Department’s Annual Inspection Report pursuant to California Health and Safety Code Section 13146.4; and

FINDS this action does not qualify as a project subject to the California Environmental Quality Act (CEQA), and, in the alternative, is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2)-(3) and 15061(b)(3).

D.8 CONSIDERATION OF MODIFICAITONS TO THE GENERAL FUND SURPLUS ALLOCATION METHOLOGY TO INCREASE FUNDING FOR INDIAN WELLS GOLF RESORT CAPITAL RESERVES

RECOMMENDED ACTIONS:

Council **APPROVES** the proposed modification to the General Fund Surplus allocation methodology; and

ADOPTS the revised General Fund Surplus allocation methodology, increasing the Indian Wells Golf Resort Capital Reserve allocation from 20% to 40%; and

FINDS the project to be exempt from the California Environmental Quality Act (CEQA) provision pursuant to Section 15060.

D.9 ANNUAL ADOPTION OF THE CITY INVESTMENT POLICY

RECOMMENDED ACTIONS:

Council **ADOPTS** the City's Investment Policy as presented; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060

D.10 AUTHORIZATION TO ENGAGE A CONSULTING TEAM TO CONDUCT A FEASIBILITY ANALYSIS FOR A POTENTIAL LPGA TOUR EVENT AT INDIAN WELLS GOLF RESORT

RECOMMENDED ACTIONS:

Council **AUTHORIZES** the City Manager to execute a professional services agreement with Dunn Consulting Advisors and Innovative Partnerships Group ("project team") to conduct a feasibility analysis and valuation regarding the potential to host an annual LPGA Tour event at Indian Wells Golf Resort, in an amount not to exceed $75,000; and

APPROVES a supplemental appropriation in the amount of $75,000 to Golf Fund account number 5606702-531000 (Professional Services) to fund the feasibility study; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

E. GENERAL BUSINESS

The Mayor will call upon the members of the public to address the Council regarding the agenda item being considered. After the public has provided comment, the item is closed to further comment and brought to the Council for discussion and action.

E.1 WOMENS TENNIS ASSOCIATION FINALS 2026 HOST CITY SPONSORHIP

RECOMMENDED ACTIONS:

Council **APPROVES** the Host City Sponsorship between the City of Indian Wells and the Women's Tennis Association (WTA) for the 2026 WTA Finals to be held at the Indian Wells Tennis Garden**;** and

AUTHORIZES the City Manager to finalize and execute the sponsorship; and

APPROVES a $1,000,000 Supplemental Appropriation from the City's General Fund for the WTA sponsorship and marketing and activation opportunities to maximize the City's participation and visibility during tournament week, subject to the conditions outlined in the fiscal impact section of this staff report; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

E.2 ORDINANCE AMENDING SECTIONS 5.20.040, 5.20.080, AND 5.20.220 OF THE INDIAN WELLS MUNICIPAL CODE TO AUTHORIZE SHORT-TERM RESIDENTIAL RENTALS DURING DESIGNATED SPECIAL EVENTS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER STATE CEQA GUIDELINES SECTIONS 15061 (b)(3) AND 15301 AND PUBLIC RESOURCES CODE SECTION 21084

RECOMMENDED ACTIONS:

Council **INTRODUCES** Ordinance to be read by title only and with further reading waived, amending Sections 5.20.040, 5.20.080, and 5.20.220 of the Indian Wells Municipal Code to authorize the use of restricted short-term residential rental permits during additional special events designated by the City Council; and

FINDS that adoption of the amendments is exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines sections 15061(b)(3) and 15301 and Public Resources Code section 21084, and that none of the exceptions to the Class 1 categorical exemption identified in State CEQA Guidelines section 15300.2 apply.

F. ADJOURNMENT

To a regularly scheduled meeting of the City Council to be held at 1:30 p.m. on September 3, 2026, in the City Hall Council Chamber.

Affidavit of Posting,

I, Angelica Avila, certify that on August 20, 2026, I caused to be posted a notice of a City Council Special Meeting to be held on August 25, 2026, at 1:00 p.m. in the City Hall Council Chamber.

Notices were posted at Indian Wells Civic Center and City's Website [www.cityofindianwells.org]

Angelica Avila

Angelica Avila, MMC, City Clerk

INDIAN WELLS CITY COUNCIL
August 25, 2026

To: City Council

From: City Manager Department

Prepared by: Micaela Wilkey, Senior Management Analyst

Subject: **Visit Greater Palm Springs (VGPS) Joint Powers Agreement 3rd Amendment**

RECOMMENDED ACTIONS:

Council **APPROVES** Joint Powers Agreement Third Amendment with Visit Greater Palm Springs (VGPS) to modernize language to allow VGPS' members the option to develop a Tourism Improvement District or Infrastructure District, in collaboration with VGPS, to further the goal of construction of a sports complex in the Coachella Valley; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

BACKGROUND:

Visit Greater Palm Springs (VGPS) is a Joint Powers Authority (JPA) established to promote and enhance the hospitality, convention, and tourism industry throughout the Coachella Valley. VGPS markets the region to domestic and international visitors and provides a coordinated regional approach to destination marketing, benefiting member agencies through shared resources, increased efficiencies, and a stronger collective tourism brand. Indian Wells benefits from participation in the JPA through regional marketing efforts and collaborative initiatives that support visitation and economic activity.

VGPS is requesting approval of a Third Amended and Restated Joint Powers Agreement that includes limited amendments to the JPA's purpose and powers. The proposed changes primarily: (1) update and modernize the Purpose Statement to recognize VGPS's role in developing, fostering, and facilitating destination-enhancing improvements and infrastructure, including facilities such as sports complexes, entertainment venues, and meeting facilities; and (2) revise the Powers section to clarify that VGPS may form, renew, and modify not only tourism-related assessment districts currently in use, but also other assessment, benefit, or financing districts authorized under California law that support tourism promotion, economic development, and related visitor-serving infrastructure.

According to VGPS, these amendments are intended to provide flexibility for member agencies to consider future financing mechanisms that could support regional tourism-related infrastructure projects, including a potential indoor sports complex. The amendments do not establish any new district, levy any assessment, or commit member agencies to a future project. Any future assessment, benefit, or financing district would require a separate approval process and would be subject to all applicable legal requirements, including approval by the affected member agencies and assessed businesses before implementation.

VGPS has provided a staff report (Attachment 1), Executive Committee Resolution No. JPA 2026-003 (Attachment 2), and the proposed Third Amended and Restated Joint Powers Agreement (Attachment 3) for consideration. The VGPS Executive Committee has recommended approval of Resolution No. JPA 2026-003 and adoption of the amended agreement.

OPTIONS:

The City Council may choose to:

1. Adopt the Amendment #3 of the Joint Powers Agreement with Visit Greater Palm Springs; or
2. Provide alternative direction.

FISCAL IMPACT:

The third amendment to the JPA has no fiscal impact too the City.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (15061(b)(3).)

ATTACHMENTS:

1. VGPS Executive Committee Staff Report
2. VGPS Executive Committee Resolution
3. Proposed Amendment
4. Redline of JPA Agreement

STAFF REPORT

TO: JPA Member Cities and Riverside County
FROM: Scott White, President & CEO
DATE: August 3, 2026

SUBJECT: APPROVAL AND ADOPTION OF THE THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT THAT AMENDS THE PURPOSE AND POWERS OF THE JOINT POWERS AUTHORITY

RECOMMENDATION:

The JPA Executive Committee of VGPS recommends approval of amendments to the purpose and powers of its existing JPA Agreement, in the form of the Third Amended and Restated Joint Powers Agreement. These amendments would allow VGPS' members the *option* to develop a Tourism Improvement District or Infrastructure District, in collaboration with VGPS, to further the goal of construction of a sports complex in the Coachella Valley.

BACKGROUND:

A. Visit Greater Palm Springs and the Operative JPA Agreement.

Visit Greater Palm Springs ("VGPS") is a Joint Powers Authority operating under the Joint Exercise of Powers Act (California Government Code §§6500 *et seq*.) The JPA Executive Committee serves as the governing body of VGPS. The JPA Executive Committee adopted the Joint Powers Agreement ("Amended and Restated Agreement") on January 20, 2016 ("JPA Agreement"). The current operative JPA Agreement for VGPS is the Second Amended and Restated Joint Powers Agreement (the "Second Amended JPA Agreement"), that was approved on June 14, 2024. The members of VGPS are as follows: Desert Hot Springs, Palm Springs, Cathedral City, Rancho Mirage, Palm Desert, Indian Wells, La Quinta, Indio and Coachella ("Member Cities"), and the County of Riverside.

B. Vision of a Sport Complex in the Coachella Valley.

VGPS previously commissioned a series of feasibility studies for a potential regional amateur sports complex in the Coachella Valley. The results of the studies made it clear that a thoughtfully designed indoor facility could fill a critical gap in both our tourism economy and our community recreation infrastructure. Beyond the numbers, this project offers a major step forward in regional quality of life, keeping local athletes closer to home, creating new opportunities for youth development, and supporting wellness, recreation, and community pride. A regional amateur sports complex can generate meaningful economic impact, help retain local talent, and support a more resilient and diversified, year-round economy. By taking the lead, the region can establish itself as a premier destination for sports and tourism, while fueling development across retail, hospitality, and entertainment.

C. Approval of Amendments to the JPA in the Form of Third Amended and Restated Joint Powers Agreement.

In order to further the vision of such a sports complex in the Coachella Valley, it was determined that the the existing Second Amended JPA Agreement had to be amended to broaden its purpose and powers to enable such. Therefore, Resolution No. JPA 2026-003, was proposed and approved at the June 26, 2026, joint JPA Executive Committee and VGPS Board of Directors meeting. That Resolution included amendments to the Second Amended JPA Agreement, in the form of the Third Amended and Restated Joint Powers Agreement. Those amendments would allow member cities the *option* to develop a Tourism Improvement District or Infrastructure District, in collaboration with VGPS, to develop such a sports complex.

In particular, the proposed amendments include revisions to the "Purpose" of the Second Amended and Restated JPA (see, Section 3, p. 3), and the "Powers" of that agreement (see, Section 16, p. 8), as indicated below:

Section 3. **Purpose**

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to maximize visitations from national and international markets;

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

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

Section 16. **Powers of the JPA**

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

(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

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

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

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

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

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

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

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

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. Approval of this Agreement by the JPA Members constitutes consent to:

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

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

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

(l) The power to form these districts, as discussed in the prior section, Section 16(l), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those Regional Districts may, or may not, include all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related infrastructure and facilities, including but not limited to sports complexes, entertainment venues, meeting facilities, and other visitor-serving improvements, either directly or in partnership with public or private entities;

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

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

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

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

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

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

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

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

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

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

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

CONCLUSION

Based on the above, then, the JPA Executive Committee recommends that the JPA Member Cities, and Riverside County, adopt and approve the Third Amended and Restated Joint Powers Agreement, as outlined above.

ATTACHMENT #2

JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE

RESOLUTION NO. JPA 2026-003

Waymond Fermon, Chair
City of Indio

Linda Evans, Vice Chair
City of La Quinta

Raymond Gregory
City of Cathedral City

Dr. Frank Figueroa
City of Coachella

Gary Gardner
City of Desert Hot Springs

Brian Penna
City of Indian Wells

Evan Trubee
City of Palm Desert

Ron deHarte
City of Palm Springs

Ted Weill
City of Rancho Mirage

V. Manuel Perez
County of Riverside

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

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

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

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

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

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

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

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

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to attract visitors from national and international markets; and
(b) Doing such other things to promote and strengthen all aspects of the regional economy related to the hospitality, convention and tourism industry, and the diversification of the entire economy of the Coachella Valley.; and

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

Section 16. Powers of the JPA
Pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the

California Government Code, this JPA shall have the authority to exercise any power common to the contracting parties, including without limitation any of the following:

(a) The power to make, enter into and perform all necessary contracts;
(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

[Missing subsection (c)]

(d) The power to retain agents, independent contractors and consultants, including without limitation the power to engage legal counsel and other professional services;
(e) The power to acquire, construct, manage, maintain or operate any building, works or improvements;
(f) The power to acquire by purchase, grant, gift, lease or other lawful means any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
(g) The power to hold any real property or any personal property that may be necessary or proper to carry out the purposes and intent of the JPA;
(h) The power to sell, lease or otherwise dispose of any real or personal property including exchanging equivalent properties if it is deemed to be in the best interests of the JPA;
(i) The power to donate any surplus real or personal property to any public agency or nonprofit organization;
(j) The power to incur debts, liabilities or obligations, including without limitation the power to borrow money, give security therefore, and purchase on contract;
(k) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means other than levying a tax or assessment beyond the scope of those assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq;
(l) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion. Approval of this Agreement by the JPA Members constitutes consent to:
    (i) the formation of the Greater Palm Springs Convention & Visitors Bureau Tourism Marketing District adopted pursuant to Ordinance No. 2013-001, including all proceedings and actions previously taken by the VGPS in connection with formation of the said district ("2013 TMD"); and
    (ii) the formation of the Greater Palm Springs Tourism Business Improvement District pursuant to Resolution No. 2016-004 and to levy an assessment of three percent (3%) on Convention Hotels;
    (iii) the renewal of the Greater Palm Springs Tourism Business Improvement District pursuant to Ordinance No. 2020-005 ("2021 TBID") and to levy an assessment of three percent (3%) on Convention Hotels and one percent (1%) on vacation rentals;
(m) The power to adopt rules, regulations, resolutions and ordinances .that may be necessary or proper to carry out the purposes and intent of the JPA;

(n) The power to enforce rules, regulations, resolutions and ordinances for the administration, maintenance and operation of the JPA;
(o) The power to enter into joint powers agreements pursuant to the Joint Exercise of Powers Act, as set forth in section 6500 et seq. of the Government Code;
(p) The power to provide insurance pursuant to section 989 of the Government Code et seq.;
(q) The power to sue and be sued in the name of the JPA;
(r) The power to conduct certain activities of the JPA in any state or territory of the United States of America or in any foreign country, related to growing and diversifying the economy through promoting and marketing all aspects of the hospitality, convention and tourism industry in the Coachella Valley for the purpose of attracting visitors, groups, meetings, conventions and new businesses from national and international markets, as permitted pursuant to Government Code section 37110;
(s) The power to travel domestically and internationally that is necessary or proper to carrying out the purposes and intent of the JPA;
(t) The power to provide staff and resource support, financial assistance and subsidies to other public agencies, non-profit organizations and the private sector for purposes consistent with the purpose and intent of the JPA;
(u) The power to lobby on behalf of tourism and economic development;
(v) The power to form a non-profit corporation or other affiliated non-profit entities for the purpose of promoting and enhancing all aspects of the tourism and economic development industry; and
(w) The power to take any and all actions necessary for, or incidental to, the powers expressed or implied by this Agreement and all applicable laws.

; and

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

Section 1. Recitals.

That the Recitals set forth above are true and correct.

Section 2. The Purpose of the Second Amended JPA.

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

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to maximize visitations from national and international markets;
(b) Doing such other things to drive, advance and support initiatives to strengthen and diversify all aspects of the regional economy of the Coachella Valley; and
(c) Developing, fostering, and facilitating Coachella Valley destination-enhancing improvements and infrastructure including, but not limited to, sports complexes, entertainment venues, and meeting facilities, either directly and/or forging dynamic public-private partnerships.

Section 3. Powers of the JPA.

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

Section 16. Powers of the JPA

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

(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

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

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

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

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

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

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

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

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. Approval of this Agreement by the JPA Members constitutes consent to:

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

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

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

(l) The power to form these districts, as discussed in the prior section, Section 16(k), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Severability.

That the Executive Committee declares that, should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 6. Repeal of Conflicting Provisions.

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

Section 79. Effective Date.

That this Resolution shall take effect immediately upon its adoption.

Section 8. Certification.

That the Clerk of the Executive Committee shall certify as to the adoption of this Resolution and shall cause the same to be processed in the manner required by law.

[Remainder of this page intentionally left blank.]

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

AYES: 9

NAYES: Ø

ABSENT: 1

ABSTAIN: Ø

Waymond Fermon, Chair
Executive Committee
Visit Greater Palm Springs

ATTEST:

Sarah Goslin, Clerk for the Executive Committee

APPROVED AS TO FORM:

Bruce T. Bauer, General Counsel

RESOLUTION NO. JPA 2026-003

Exhibit A

DRAFT THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT

VISIT GREATER PALM SPRINGS

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

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

_____, 2026

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

RECITALS

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

WHEREAS, the JPA Members entered into the original joint powers agreement on February 8, 1989, to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world- wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the JPA Members have in common; and

WHEREAS, it is intended by the JPA Members that this Agreement shall be amendatory of the Second Amended and Restated Joint Powers Agreement, dated June 14, 2024, including any subsequent amendments ("Second Amended and Restated Agreement"), and shall restate, amend and supersede the Second Amended and Restated Agreement in its entirety as of the Effective Date; and

WHEREAS, on or about _____, 2026, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to amend the purpose and powers of JPA as set forth below, among additional provisions as stated herein; and

WHEREAS, on or about _____, 2026, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Third Amended and Restated Joint Powers Agreement.

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

AGREEMENT

Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

"TBID" shall mean Tourism Business Improvement District assessment.

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

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

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

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

Section 2. Incorporation of Recitals

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

Section 3. Purpose

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to maximize visitations from national and international markets;

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

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

Section 4. Name

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

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

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

Section 6. **Termination**

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

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

(c) Upon termination of this Agreement and dissolution of the JPA, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

Section 7. **JPA Members**

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

Section 8. **Additional Members**

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

Section 9. **Governing Body**

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

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

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

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

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

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

(c) Delegate authority to manage destination activities and the daily operations of VGPS to GPSBA, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

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

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member

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

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

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

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

Section 11. Territorial Boundaries

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

Section 12. Contributions

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

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

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

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

(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of $35,000 each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

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

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

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

Section 13. Withdrawal

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

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

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

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

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

(e) A withdrawing JPA Member may again become a party to this Agreement on condition that it pays to the treasury of the VGPS an amount equal to all JPA Member Contributions which the withdrawing JPA Member would have been required to pay if it had not withdrawn from participation.

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

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

Section 14. **Expulsion**

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

Section 15. **Separate Entity**

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

Section 16. **Powers of the JPA**

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

(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

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

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

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

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

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

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

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

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. Approval of this Agreement by the JPA Members constitutes consent to:

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

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

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

(l) The power to form these districts, as discussed in the prior section, Section 16(l), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those Regional Districts may, or may not, include all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. Power to Invest

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

Section 18. Bonding

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

(a) President/Chief Executive Officer;

(d) Director of Finance; and

(e) Treasurer.

Section 19. Treasurer and Auditor - Designations

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

Section 20. Treasurer - Duties and Responsibilities

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

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

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;

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

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

(e) Verify and report in writing no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties financial statement of activities for the year.

Section 21. Independent Audit

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

Section 22. Auditor's Duties

The Auditor shall perform the following duties:

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

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

(c) Review payroll registers at least monthly;

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

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

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

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

Section 23. Attorney's Fees

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

Section 24. Voting

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

Section 25. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this

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

Section 26. Waiver

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

Section 27. Amendments

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

Section 28. Ambiguities or Uncertainties

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

Section 29. Applicable Law

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

Section 30. Venue

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

Section 31. Notices

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

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

Section 32. Counterparts

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

Section 33. Privileges and Immunities

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

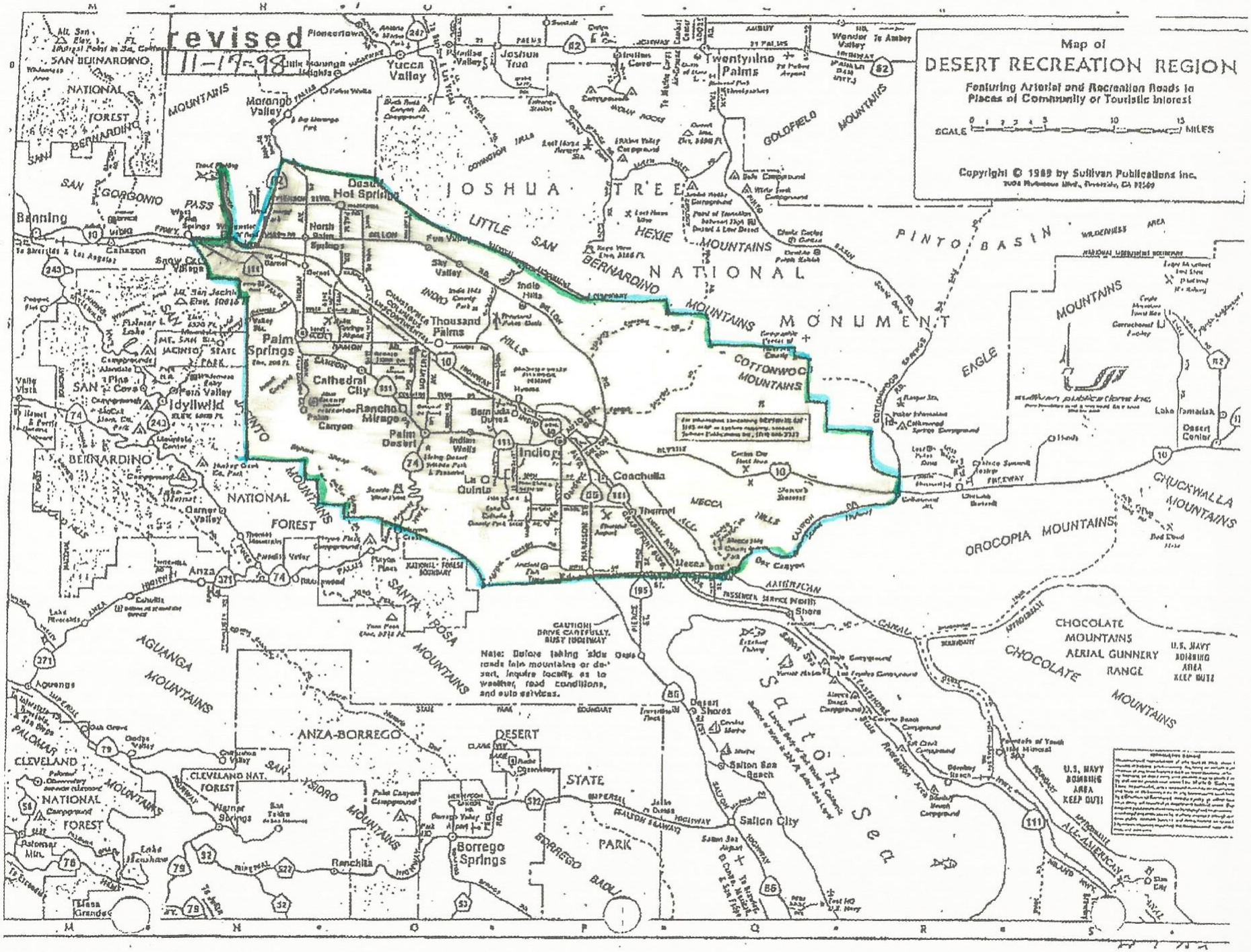
CITY OF CATHEDRAL CITY _____ Raymond Gregory, Mayor Dated: _____ _____ Andrew "Andy" Firestine, City Manager ATTEST: _____ Chrstina Burton, City Clerk APPROVED AS TO FORM: _____ Eric S. Vail, City Attorney	**CITY OF COACHELLA** _____ Dr. Frank Figueroa, Mayor Dated: _____ _____ Gustavo Romo, City Manager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

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

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

EXHIBIT A

TERRITORIAL BOUNDARIES


revised
11-17-98
Map of
DESERT RECREATION REGION
Featuring Arterial and Recreation Roads to Places of Community or Touristic Interest
SCALE
MILES
Copyright © 1989 by Sullivan Publications Inc.
JOSHUA TREE NATIONAL MONUMENT
Banning
Beaumont
Yucca Valley
Morongo Valley
Twentynine Palms
Desert Hot Springs
North Palm Springs
Palm Springs
Thousand Palms
Cathedral City
Rancho Mirage
Palm Desert
Indian Wells
Indio
La Quinta
Coachella
Thermal
Mecca
Oasis
Desert Center
Lake Tamarisk
Idyllwild
Pine Cove
Anza
Aguanga
Aguanga Mountains
Santa Rosa Mountains
San Jacinto Mountains
Little San Bernardino Mountains
Hexie Mountains
Cottonwood Mountains
Eagle Mountains
Orocopia Mountains
Chuckwalla Mountains
Chocolate Mountains
Chocolate Mountains Aerial Gunnery Range
U.S. Navy Bombing Area Keep Out
Pinto Basin Wilderness Area
Indian Reservation Boundary
Salton Sea
Salton City
Desert Shores
Salton Sea Beach
Borrego Springs
Borrego Badlands
Anza-Borrego Desert State Park
Cleveland National Forest
San Bernardino National Forest
Pinto Mountains
Goldfield Mountains
Coxcomb Mountains
Mecca Hills
Orocopia Mountains
Palomar Mtn.
Lake Henshaw
Warner Springs
Ranchita
Mesa Grande
Julian
Aguanga
Cleveland
Anza-Borrego Desert State Park
Note: Before taking side trips on roads into mountains or desert, inquire locally as to weather, road conditions, and auto services.
CAUTION! DRIVE CAREFULLY. RUST HIGHWAY
U.S. NAVY BOMBING AREA KEEP OUT!
All-American Canal
San Andreas Fault
Pacific Crest Trail
Mt. San Jacinto Elev. 10804 Ft.
Mt. San Gorgonio Elev. 11502 Ft.
Toro Peak Elev. 8716 Ft.
Santa Rosa Mtn. Elev. 8058 Ft.
Palomar Mtn. Elev. 6126 Ft.
Salton Sea Elev. -227 Ft.

ATTACHMENT #3

VISIT GREATER PALM SPRINGS

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

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

_____, 2026

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EXHIBIT A

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

RECITALS

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

WHEREAS, the JPA Members entered into the original joint powers agreement on February 8, 1989, to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world- wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the JPA Members have in common; and

WHEREAS, it is intended by the JPA Members that this Agreement shall be amendatory of the Second Amended and Restated Joint Powers Agreement, dated June 14, 2024, including any subsequent amendments ("Second Amended and Restated Agreement"), and shall restate, amend and supersede the Second Amended and Restated Agreement in its entirety as of the Effective Date; and

WHEREAS, on or about _____, 2026, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to amend the purpose and powers of JPA as set forth below, among additional provisions as stated herein; and

WHEREAS, on or about _____, 2026, it was determined by the VGPS President and Chief Executive Officer and his staff that at least two thirds of the entire VGPS Executive Committee and all of the JPA Members voted to approve for adoption and execution this Third Amended and Restated Joint Powers Agreement.

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

AGREEMENT

Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

"TBID" shall mean Tourism Business Improvement District assessment.

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

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

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

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

Section 2. Incorporation of Recitals

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

Section 3. Purpose

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to maximize visitations from national and international markets;

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

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

Section 4. Name

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

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

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

Section 6. **Termination**

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

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

(c) Upon termination of this Agreement and dissolution of the JPA, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

Section 7. **JPA Members**

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

Section 8. **Additional Members**

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

Section 9. **Governing Body**

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

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

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

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

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

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

(c) Delegate authority to manage destination activities and the daily operations of VGPS to GPSBA, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

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

(d) Appoint from time to time, if deemed necessary by a majority vote of the JPA Executive Committee, a Technical Advisory Committee (TAC) consisting of a staff member

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

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

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

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

Section 11. Territorial Boundaries

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

Section 12. Contributions

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

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

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

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

(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of $35,000 each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

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

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

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

Section 13. Withdrawal

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

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

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

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

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

(e) A withdrawing JPA Member may again become a party to this Agreement on condition that it pays to the treasury of the VGPS an amount equal to all JPA Member Contributions which the withdrawing JPA Member would have been required to pay if it had not withdrawn from participation.

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

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

Section 14. **Expulsion**

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

Section 15. **Separate Entity**

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

Section 16. **Powers of the JPA**

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

(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

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

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

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

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

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

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

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

(j) The power to raise revenue for any public purpose consistent with the JPA's purposes, as set forth in this Agreement, through any legal and appropriate means including assessments which may be established and levied pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., and any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts as referenced in Section 16(l);

(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, meeting, cultural, and related uses. Approval of this Agreement by the JPA Members constitutes consent to:

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

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

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

(l) The power to form these districts, as discussed in the prior section, Section 16(l), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those Regional Districts may, or may not, include all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related

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

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

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

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

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

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

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

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

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

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

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

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

Section 17. Power to Invest

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

Section 18. Bonding

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

(a) President/Chief Executive Officer;

(d) Director of Finance; and

(e) Treasurer.

Section 19. Treasurer and Auditor - Designations

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

Section 20. Treasurer - Duties and Responsibilities

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

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

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;

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

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

(e) Verify and report in writing no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties financial statement of activities for the year.

Section 21. Independent Audit

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

Section 22. Auditor's Duties

The Auditor shall perform the following duties:

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

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

(c) Review payroll registers at least monthly;

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

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

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

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

Section 23. Attorney's Fees

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

Section 24. Voting

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

Section 25. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this

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

Section 26. Waiver

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

Section 27. Amendments

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

Section 28. Ambiguities or Uncertainties

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

Section 29. Applicable Law

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

Section 30. Venue

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

Section 31. Notices

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

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

Section 32. Counterparts

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

Section 33. Privileges and Immunities

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

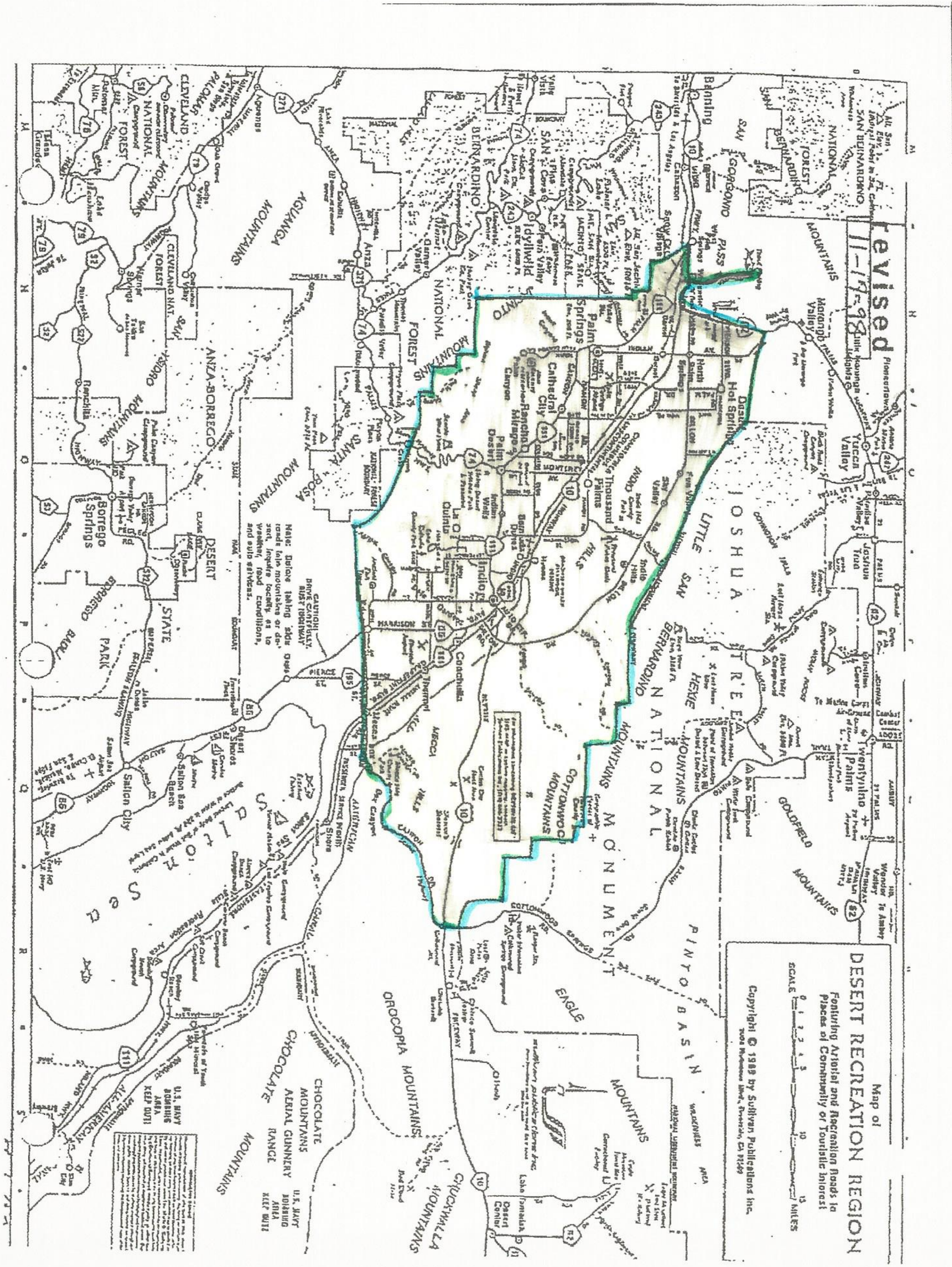
CITY OF CATHEDRAL CITY _____ Raymond Gregory, Mayor Dated: _____ _____ Andrew "Andy" Firestine, City Manager ATTEST: _____ Chrstina Burton, City Clerk APPROVED AS TO FORM: _____ Eric S. Vail, City Attorney	**CITY OF COACHELLA** _____ Dr. Frank Figueroa, Mayor Dated: _____ _____ Gustavo Romo, City Manager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

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

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

EXHIBIT A

TERRITORIAL BOUNDARIES



Map of
DESERT RECREATION REGION
Featuring Arterial and Recreation Roads in Places of Community or Touristic Interest
SCALE
MILES
revised
11-17-98
SAN BERNARDINO NATIONAL FOREST
SAN JACINTO MOUNTAINS
SANTA ROSA MOUNTAINS
ANZA-BORREGO DESERT STATE PARK
CLEVELAND NATIONAL FOREST
JOSHUA TREE NATIONAL MONUMENT
LITTLE SAN BERNARDINO MOUNTAINS
COTTONWOOD MOUNTAINS
PINTO BASIN
EAGLE MOUNTAINS
OROCOPIA MOUNTAINS
CHOCOLATE MOUNTAINS
CHUCKWALLA MOUNTAINS
Salton Sea
Palm Springs
Cathedral City
Rancho Mirage
Palm Desert
Indian Wells
La Quinta
Indio
Coachella
Thermal
Thousand Palms
Desert Hot Springs
Yucca Valley
Joshua Tree
Twentynine Palms
Borrego Springs
Idyllwild
Anza
Banning
Salton City
Desert Center

ATTACHMENT #4

VISIT GREATER PALM SPRINGS

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

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

_____, 202~~6~~4

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

RECITALS

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

WHEREAS, the JPA Members entered into the original joint powers agreement on February 8, 1989, to jointly encourage, promote, and to do such other things as might be necessary to enhance, to the greatest extent possible, all aspects of the hospitality, convention and tourism industry in the Coachella Valley and to attract visitors from a world- wide market, all to the benefit of the member organizations and their citizens via the exercise of all the expressed and implied powers the JPA Members have in common; and

WHEREAS, it is intended by the JPA Members that this Agreement shall be amendatory of the ~~First~~ Second Amended and Restated Joint Powers Agreement, dated ~~January~~ June 14, 2024~~20, 2016~~, including any subsequent amendments ("~~First~~ Second Amended and Restated Agreement"), and shall restate, amend and supersede the ~~First~~ Second Amended and Restated Agreement in its entirety as of the Effective Date; and

WHEREAS, on or about _____, 2026~~4~~, 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 and ~~purpose~~ powers of JPA as set forth below, among additional provisions as stated herein; and

WHEREAS, on or about _____, 2026~~4~~, 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~~ Third Amended and Restated Joint Powers Agreement.

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

AGREEMENT

Section 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

"TBID" shall mean Tourism Business Improvement District assessment.

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

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

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

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

Section 2. Incorporation of Recitals

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

Section 3. Purpose

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

(a) Marketing, attracting, encouraging, promoting, and doing such other things as might be necessary to enhance, to the greatest extent possible~~,~~ all aspects of the hospitality, convention, and tourism industry in the Coachella Valley and to maximize ~~attract~~ visitation~~or~~s from national and international markets; ~~; and~~
~~(a)~~

(b) Doing such other things to drive, advance and support ~~promote and strengthen~~ initiatives to strengthen and diversify all aspects of the regional economy ~~related to the hospitality, convention and tourism industry, and the diversification of the~~ ~~entire economy~~ of the Coachella Valley; and

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

Section 4. Name

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

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

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

Section 6. **Termination**

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

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

(c) Upon termination of this Agreement and dissolution of the JPA, all of the resources of the JPA shall be used in an effort to ensure that 100% of the pension liability is funded. Pursuant to Government Code section 6508.2, any remaining obligations of the JPA pension plan and other post-employment benefit liabilities shall be assumed by JPA Members. The JPA will maintain a policy of funding its pension liability at a minimum of 85% and will promptly notify JPA Members at any time this threshold is not met.

Section 7. **JPA Members**

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

Section 8. **Additional Members**

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

Section 9. **Governing Body**

(a) The governing body of the JPA shall be known as the JPA Executive Committee

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

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

Section 10. JPA Executive Committee - Powers and Duties

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

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

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

(c) Delegate authority to manage destination activities and the daily operations of VGPS to GPSBA, including but not limited to strategic development, marketing, travel trade, public relations, human resources and group sales, and employ an individual who shall serve as the President and Chief Executive Officer of the JPA, who shall be responsible for professionally supervising, managing and administering the day-to-day affairs of the JPA, hire and fire JPA employees, retain consultants and independent contractors and perform such other functions as needed. Termination of the President & Chief Executive Officer will require a majority vote of the JPA Executive Committee and GPSBA Board of Directors. The Board of Directors of the GPSBA shall consist of any number of persons associated with the local hospitality industry, which may include, but not be limited to, those who own, manage, govern or serve in senior staff positions for Lodging Establishments or businesses, eateries, public and private regional sports facilities, public and private museums, public and private convention and conference facilities, commercial air transport facilities, commercial ground transportation businesses, plus any other persons from any other industry deemed appropriate. The GPSBA shall manage the destination operations of VGPS, and shall be governed by bylaws, as amended from time to time.

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

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

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

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

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

Section 11. Territorial Boundaries

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

Section 12. Contributions

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

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

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

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

(b) Annual Contribution. Each JPA Member shall pay to the JPA (i) the greater of $35,000 each year, or (ii) the applicable contribution amounts as set forth in the formula below, which may only be modified by a two-thirds vote of the entire JPA Executive Committee and a unanimous vote of the JPA Members' legislative bodies. JPA Members' legislative bodies shall, at a minimum, make quarterly payments of the annual contribution to VGPS.

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

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

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

Section 13. Withdrawal

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

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

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

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

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

(e) A withdrawing JPA Member may again become a party to this Agreement on condition that it pays to the treasury of the VGPS an amount equal to all JPA Member Contributions which the withdrawing JPA Member would have been required to pay if it had not withdrawn from participation.

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

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

Section 14. Expulsion/Withdrawal

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

Section 15. Separate Entity

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

Section 16. Powers of the JPA

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

(a) The power to make, enter into and perform all necessary contracts;

(b) The power to engage necessary employees, to define their qualifications and duties and to provide a schedule of compensation for performance of their duties;

~~(d)~~ cThe 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)~~

~~(f)~~(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;

~~(g)~~(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;

~~(h)~~(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;

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

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

~~(k)~~(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;

~~(l)~~(k) The power to form, renew, and modify improvement districts including all Lodging Establishments, as defined in Section 1, pursuant to the Parking and Business Improvement Area Law of 1989, Streets & Highways Code §36500 et seq., and the Property and Business Improvement District Law of 1994, Streets & Highways Code §36600 et seq., as well as any other applicable provisions of California law authorizing the formation of assessment, benefit, or financing districts, which authorizes joint powers agencies to establish, modify and renew parking and business improvement areas and property and business improvement districts for the purpose of tourism promotion, destination marketing, economic development, and the financing, development, operation, and maintenance of public and private improvements, facilities, and infrastructure, including sports, entertainment, cultural, and related uses.~~.~~ Approval of this Agreement by the JPA Members constitutes consent to:

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

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

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

(l) The power to form these districts, as discussed in the prior section, Section 16(k~~l~~), and incorporated herein by this reference, shall extend to the ability to establish such districts on a regional basis or within defined subareas of the JPA's territorial boundaries ("Regional Districts") that include only those JPA Members in those Regional Districts. Those Regional Districts may, or may not, include some or all JPA Members depending on the makeup and reach of the Regional District. For any Regional District that does not include all JPA Members within its boundary, the formation, rate, and management district plan shall be subject to approval by the legislative bodies of only the JPA Members in those Regional Districts and may be approved by a majority vote of those JPA Members' legislative bodies, within those Regional Districts, consistent with applicable law. Incidental to this power to form these Regional Districts will be the power to plan, finance, develop, construct, acquire, operate, and maintain tourism-related infrastructure and facilities, including but not limited to sports complexes, entertainment venues, and other visitor-serving improvements, either directly or in partnership with public or private entities;

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

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

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

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

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

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

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

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

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

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

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

Section 17. Power to Invest

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

Section 18. Bonding

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

(a) President/Chief Executive Officer;

(b) Director of Finance; and

(c) Treasurer.

Section 19. Treasurer and Auditor - Designations

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

Section 20. Treasurer - Duties and Responsibilities

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

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

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all JPA money so held by the Treasurer;

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

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

(e) Verify and report in writing no less than five (5) times per year to the President/Chief Executive Officer, the JPA Executive Committee and to all Parties financial statement of activities for the year.

Section 21. Independent Audit

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

Section 22. Auditor's Duties

The Auditor shall perform the following duties:

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

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

(c) Review payroll registers at least monthly;

(d) Review all financial reports being submitted to the JPA Executive Committee

and make the JPA Executive Committee aware of any discrepancies or potential problems in the reports;

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

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

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

Section 23. Attorney's Fees

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

Section 24. Voting

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

Section 25. Severability

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

Section 26. Waiver

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

Section 27. Amendments

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

Section 28. Ambiguities or Uncertainties

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

Section 29. Applicable Law

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

Section 30. Venue

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

Section 31. Notices

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

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

Section 32. Counterparts

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

Section 33. Privileges and Immunities

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

CITY OF CATHEDRAL CITY _____ ~~Mark Carnevale~~Raymond Gregory, Mayor Dated: _____ _____ ~~Charlie McClendon~~Andrew Firestine, City Manager ATTEST: _____ ~~Tracey R. Hermosillo~~Christina Burton, City Clerk APPROVED AS TO FORM: _____ Eric S. Vail, City Attorney	**CITY OF COACHELLA** _____ ~~Steven Hernandez~~Dr. Frank Figueroa, Mayor Dated: _____ _____ ~~Gabriel Martin~~Gustavo Romo, City Manager ATTEST: _____ Angela M. Zepeda, City Clerk APPROVED AS TO FORM: _____ ~~Carlos Campos~~Ryan Guiboa, City Attorney
CITY OF DESERT HOT SPRINGS _____ Scott Matas, Mayor Dated: _____ _____ ~~Frank Luckino~~Doria Wilms, City Manager ATTEST: _____ Jerryl Soriano, CMC, City Clerk APPROVED AS TO FORM: _____ Jennifer Mizrahi, City Attorney	**CITY OF INDIAN WELLS** _____ ~~Greg Sanders~~Dr. Toper Taylor, Mayor Dated: _____ _____ Christopher Freeland, City Manager ATTEST: _____ Angelica Avila, City Clerk APPROVED AS TO FORM: _____ Todd Leishman, City Attorney

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

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

EXHIBIT A

TERRITORIAL BOUNDARIES

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	City Manager Department
Prepared by:	Angelica Avila, City Clerk
Subject:	**Recruitment and Interview Schedule for Commissions and Committees**

RECOMMENDED ACTIONS:

Council **APPROVES** the recruitment schedule and **DESIGNATES** Mayor Pro Tem Brian Penna and Council Member Greg Sanders to serve as the Ad-Hoc Interview Committee for the Planning Commission; and

DESIGNATES Mayor Toper Taylor to serve as the Ad Hoc Interview Committee for the Coachella Valley Mosquito and Vector Control District; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

DISCUSSION:

The City Council annually considers appointments and reappointments to various boards, commissions, and committees. Terms for these positions generally expire on December 31, and vacancies are filled pursuant to City Council policy.

Community Activities Committee

The Community Activities Committee serves in an advisory capacity to the City Council on matters related to community programs and special events. One committee member recently submitted an unexpected resignation, creating one mid-term vacancy. Recruitment is therefore required to fill the unexpired term.

Mayor Pro Tem Brian Penna serves as the City Council liaison and Chair of the Community Activities Committee. Mayor Pro Tem Penna will conduct interviews for the vacant committee position and forward a recommendation to the City Council for consideration.

Planning Commission

The Planning Commission is composed of members appointed by the City Council to serve two-year terms on a calendar year basis ending December 31. In accordance with Council policy, Commissioners may serve up to two consecutive terms. Currently, one Commissioner has completed the maximum number of consecutive terms permitted and two Commissioners remain eligible for reappointment

The following Planning Commission positions are up for consideration:

1. Ken Welch termed out
2. Ralph Laks 1 term left
3. Jim Snellenberger 1 term left

Coachella Valley Mosquito and Vector Control District

The City Council appoints a representative to serve on the Coachella Valley Mosquito and Vector Control District Board. The current appointee's term is expiring and is eligible for reappointment.

The following position is up for consideration:

1. John Vallat 1 term left

While incumbents may be eligible for reappointment, they are required to re-apply for consideration during the recruitment process and are not automatically reappointed.

Advertising of the annual recruitment in the Public Record and email notifications will be sent to residents in early September regarding the vacancies. In addition, a link to the application and descriptions of the positions will be posted on the City's website. The application deadline is 5:00 p.m. on Friday, September 25, 2026.

The Council utilizes two-member Ad-Hoc Committees to review applications and conduct interviews with applicants. The Ad-Hoc Interview Committees consist of two Council Members designated by the City Council. Staff recommend the Council designate Mayor Pro Tem Brian Penna and Council Member Greg Sanders to serve as the Ad-Hoc Interview Committee for the Planning Commission recruitment.

Staff further recommend the Council designate Mayor Toper Taylor to serve as the Ad-Hoc Interview Committee for the Coachella Valley Mosquito and Vector Control District appointment process. The respective Ad-Hoc Committees will review applications, conduct interviews, and forward appointment recommendations to the City Council for consideration

The Ad-Hoc Committees shall conduct interviews between September 28 and October 23, 2026. Interviews will be conducted in person. The Ad-Hoc Committees will forward their recommendations to the City Clerk no later than October 30, 2026. Recommendations will be presented to the City Council for consideration and appointment at a subsequent Council meeting.

FISCAL IMPACT:

There is no fiscal impact associated with the recruitment schedule.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

INDIAN WELLS CITY COUNCIL
September 3, 2026

To:	City Council
From:	City Manager Department
Prepared by:	Angelica Avila, City Clerk
Subject:	**Annual League of California Cities Conference Voting Delegate Appointments**

RECOMMENDED ACTIONS:

Council **DESIGNATES** Mayor Toper Taylor as the Voting Delegate and Council Member Dana Reed as the Alternate Delegate for the City of Indian Wells at the 2026 League of California Cities Annual Conference held on September 23-25, 2026, in Anaheim; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

BACKGROUND:

The League of California Cities has requested that each member city formally appoint a voting delegate and alternate delegate(s) to participate in the Annual Business Meeting at the League's Annual Conference. Only those individuals who have been officially designated by City Council action may vote on policy matters during the Business Meeting.

At the annual meeting, the membership will consider and act on resolutions establishing League policies. Each member City has one vote on these policy matters. Consistent with the League's bylaws, a City's voting delegate and up to two alternates must be designated by the City Council to vote at the Annual Business Meeting.

DISCUSSION:

In accordance with City Council Policy Section 2.04.030 – Expectations of the Mayor, the Mayor serves as the official City delegate to the League of California Cities Annual Conference. Councilmember Dana Reed has expressed interest in serving as the Alternate Delegate and will be attending the conference.

Staff recommend that the Council formally appoint Mayor Taylor as the voting delegate and designate Council Member Reed as the alternate to ensure the City's participation in the League's policy-making process.

FISCAL IMPACT:

This is an authorized Council event and budgeted in Account 101.11.01.05550 with sufficient funds in the Fiscal Year 2026-267 City Council budget.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	City Manager Department
Prepared by:	Angelica Avila, City Clerk
Subject:	**Consideration of Amendment No. 1 to the Third Amendment and Restatement of the Coachella Valley Association of Governments (CVAG) Joint Powers Agreement**

RECOMMENDED ACTIONS:

Council **APPROVES** Amendment No. 1 to the Third Amendment and Restatement of the Coachella Valley Association of Governments (CVAG) Joint Powers Agreement (JPA); and

AUTHORIZES the Mayor to execute any documents necessary to approve the amendment on behalf of the City of Indian Wells; and

FINDS the action exempt from California Environmental Quality Act (CEQA) review under CEQA guidelines section 15061(b)(3).

BACKGROUND:

The Coachella Valley Association of Governments (CVAG) Executive Committee considered a request from the Twenty-Nine Palms Band of Mission Indians to amend the CVAG Joint Powers Agreement (JPA). The request seeks to modify provisions governing who may serve as an alternate representative on the CVAG Executive Committee.

Historically, the CVAG Executive Committee has consisted of Mayors from member cities, or appointed alternates who are sitting elected officials from those jurisdictions, along with members of the Riverside County Board of Supervisors. The Third Amendment and Restatement of the JPA, adopted in 2018, expanded Executive Committee membership to include Tribal Chairs from member Tribal Nations and authorized Tribal Councils to appoint current Tribal Council members to serve in place of the Tribal Chair.

The Twenty-Nine Palms Band of Mission Indians requested greater flexibility to allow Tribal administrative staff, specifically the Tribe's Chief Executive Officer, to serve as its representative on the Executive Committee. Following review and discussion by the CVAG Executive Committee, CVAG legal counsel prepared Amendment No. 1 to the Third Amendment and Restatement of the CVAG JPA to address this request and provide clarification regarding alternate representatives.

On June 29, 2026, the CVAG Executive Committee approved the proposed amendment and directed staff to distribute it to all member agencies for consideration and approval.

DISCUSSION:

Amendment No. 1 revises Section 2.4.3 of the CVAG Joint Powers Agreement to provide Tribal Nations with additional flexibility in appointing representatives and alternates to the Executive Committee. The amendment also authorizes the Executive Committee to adopt bylaws related to attendance requirements for Executive Committee members and alternates.

Upon approval of the amendment, CVAG also intends to amend its bylaws to clarify that CVAG officers, including the Chair and Vice Chair, must be members of their jurisdiction's governing body. This change is intended to preserve elected official leadership while allowing greater participation flexibility for Tribal Nations.

Amendments to the CVAG Joint Powers Agreement require approval by member agencies, the amendment must be ratified by at least two-thirds of CVAG's member jurisdictions before becoming effective.

FISCAL IMPACT:

There is no direct fiscal impact associated with approval of the amendment. Costs associated with processing and implementing the amendment are being absorbed through CVAG's existing operating budget and legal services resources.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (14 CCR 15061(b)(3).)

ATTACHMENTS:

1. CVAG Proposed Amendment No. 1
2. CVAG Staff Report date June 29, 2026

ATTACHMENT #1

AMENDMENT NO. 1 TO THE THIRD AMENDMENT AND RESTATEMENT OF THE JOINT POWERS AGREEMENT OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

This Amendment No. 1 to the Third Amendment and Restatement of the Joint Powers Agreement of the Coachella Valley Association of Governments ("Amendment") is entered into as of _____, 202__, by and among the parties to the Third Amendment and Restatement of the Joint Powers Agreement of the Coachella Valley Association of Governments ("Agreement").

RECITALS

A. The County of Riverside, City of Coachella, City of Indio, City of La Quinta, City of Indian Wells, City of Palm Desert, City of Rancho Mirage, City of Cathedral City, City of Palm Springs, City of Desert Hot Springs, City of Blythe, Agua Caliente Band of Cahuilla Indians, Cabazon Band of Cahuilla Indians, Torres Martinez Desert Cahuilla Indians, and Twenty-Nine Palms Band of Mission Indians are parties ("Parties") to that certain Third Amendment and Restatement of the Joint Powers Agreement of the Coachella Valley Association of Governments.

B. The Parties desire to amend certain provisions of the Agreement relating to Executive Committee alternates and Executive Committee attendance requirements.

NOW, THEREFORE, the parties agree as follows:

1. Amendment to Section 2.4.3.

Section 2.4.3 of the Agreement is hereby amended in its entirety to read as follows:

> 2.4.3 Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents, with the exceptions being the alternates to the members representing the County of Riverside, who need not be elected officials, and the alternates of members representing Tribal Nations, who may also be their highest-level executive or administrative officer so long as they are formally appointed by resolution of the Tribal Nation's legislative body. The name of the alternate members shall be on file with the Executive Committee. An alternate member shall assume all rights and duties of the absent member, to the extent permitted by applicable law.

2. Addition of Section 2.4.6.

A new Section 2.4.6 is hereby added to the Agreement to read as follows:

2.4.6 The Executive Committee may adopt and amend bylaws governing attendance by Executive Committee members and their alternates at meetings of the Executive Committee. Such bylaws may establish attendance requirements and standards and may provide consequences for repeated absences, including the temporary suspension, deactivation, or loss of voting privileges of an Executive Committee member, provided that any such action is implemented in a manner consistent with applicable law and the terms of this Agreement. The Executive Committee may also establish procedures for restoring voting privileges and determining compliance with attendance requirements.

3. Continuing Effect

Except as expressly amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.

4. Execution in Counterparts

This Amendment may be executed on behalf of the respective Parties in one or more counterparts, all of which shall collectively constitute one agreement.

5. Effective Date

This Amendment shall become effective upon approval by at least two-thirds (2/3) of the Parties to the Agreement, as required by Section 6 of the Agreement. The Executive Director of CVAG shall determine and certify the date upon which the required approvals have been obtained, and such date shall constitute the effective date of this Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

City of Blythe

By: _____

Date: _____

City of Cathedral City

By: _____

Date: _____

City of Coachella

By: _____

Date: _____

City of Desert Hot Springs

By: _____

Date: _____

City of Indian Wells

By: _____

Date: _____

City of Indio

By: _____

Date: _____

City of La Quinta

By: _____

Date: _____

City of Palm Desert

By: _____

Date: _____

City of Palm Springs

By: _____

Date: _____

City of Rancho Mirage

By: _____

Date: _____

County of Riverside

By: _____

Date: _____

Agua Caliente Band of Cahuilla Indians

By: _____

Date: _____

Cabazon Band of Cahuilla Indians

By: _____

Date: _____

Torres Martinez Desert Cahuilla Indians

By: _____

Date: _____

Twenty-Nine Palms Band of Mission Indians

By: _____

Date: _____

ITEM 4D

Coachella Valley Association of Governments
Executive Committee
June 29, 2026

STAFF REPORT

Subject: **Request from Twenty-Nine Palms Band of Mission Indians to Amend the CVAG Joint Powers Agreement**

Contact: Erica Felci, Deputy Executive Director (efelci@cvag.org)

Recommendation: Approve Amendment No. 1 to the Third Amendment and Restatement of the Joint Powers Agreement, direct the Executive Director to distribute it to member jurisdictions for approval and, upon two-thirds approval, implement an amendment to the By-Laws to clarify CVAG's officers must be elected officials

Background: At its April 27, 2026 and June 1 meetings, CVAG's Executive Committee reviewed a request from Twenty-Nine Palms Band of Mission Indians Chair Darrell Mike to amend CVAG's Joint Powers Agreement (JPA) in order to revise the alternates who can represent a member jurisdiction at the Executive Committee. The request is to amend the JPA to allow Tribal staff, specifically Chief Executive Officer George Nicholas Jr, to serve as the Tribe's representative on the Executive Committee. CVAG staff previously provided a number of options for potential JPA revisions, and was directed to come return with language that was more specific to Tribal Nations.

Since CVAG's inception, JPA member jurisdictions agreed that the Executive Committee would be made up of the mayors of the member jurisdictions or their alternate/designee, so long as they are sitting elected members of the city. All five Riverside County Supervisors were also made members of the Executive Committee. The Third Restatement of the JPA, authorized in 2018, expanded that to include "the Tribal Chair from each Indian Tribe" and noted that "any Indian Tribal Council may appoint one of its current council members in place of the Tribal Chair." The Twenty-Nine Palms Band of Mission Indians has been a CVAG member since 2021.

The Tribe's request focuses on Section 2.4.3 of the JPA, which specifies the alternates on CVAG's Executive Committee. Based on feedback from members, CVAG Legal Counsel has drafted Amendment No. 1 to the Third Amendment and Restatement of the JPA. The amendment includes language that was provided to the Executive Committee at its June 1 meeting. In order to further encourage participation in CVAG meetings, Amendment No. 1 also authorizes the Executive Committee to adopt and amend bylaws governing attendance by Executive Committee members and their alternates at meetings of the Executive Committee. Any such policy would come to the Executive Committee for consideration at a future meeting.

Staff recommends approving Amendment No. 1 and directing the Executive Director to circulate it to member jurisdictions for adoption. Amendment No. 1 would become effective upon approval of two-thirds of CVAG's member jurisdictions. Staff also recommends that, upon the approval, that CVAG's By-Laws be amended to make it clear that staff alternates on the Executive Committee cannot serve as CVAG's officers. This will help the agency avoid a scenario where a member jurisdiction's staff is governing over elected officials. Article II, Section 2B of the By-Laws would be amended as follows:

The Executive Committee, as defined in Article III, shall recommend nominees for Chairman and Vice-Chairman. Ordinarily, the Vice-Chairman will succeed the Chairman at the conclusion or his or her term of office. Except as provided below, the nominees shall be rotated among the member agencies in the following order: Agua Caliente Band of Cahuilla Indians, Indio, Cabazon Band of Mission Indians, Torres Martinez Desert Cahuilla Indians, Twenty-Nine Palms Band of Mission Indians, Palm Springs, Coachella, Desert Hot Springs, Rancho Mirage, Riverside County's Fourth Supervisorial District, Blythe, La Quinta, Palm Desert, Cathedral City, Indian Wells, and Riverside County's Fifth Supervisorial District. New members will be added last in order to the rotation. The Chairman and Vice-Chairman must be members of their member jurisdiction's governing body. The jurisdiction next in order to serve as an officer will be passed over and moved to the end of the rotation if its representative or ~~alternative~~ alternate have not attended seventy-five percent or more of the Executive Committee meetings in the previous year. Based on a recommendation of the Administrative/Personnel Committee, the Executive Committee may in making its nominations deviate from the strict rotation set forth above if determined to be in CVAG's best interests.

As noted in previous reports, JPA amendments and changes requires 15 separate actions at City Council, Tribal Council and Riverside County Board of Supervisors meetings. This lengthy process is part of the reason that CVAG has only amended the JPA on rare occasion in its five decades of existence. Staff will provide an update to the Executive Committee once the two-thirds approval benchmark has been reached.

Fiscal Analysis: There is no fiscal impact to the JPA amendment. Costs related to circulating the amendment would be covered under staff time and expenses for legal services.

Attachment: Amendment No. 1 to the Third Amendment and Restatement of the JPA

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	Finance Department
Prepared by:	Kevin McCarthy, City Finance Director
Subject:	**GANN Appropriations Limitation for Fiscal Year 2026-27**

RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution establishing the City's Fiscal Year 2026-27 Appropriations Limitation pursuant to Article XIIIB of the California Constitution; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

SUMMARY:

Article XIII B of the California Constitution and Government Code Section 7910 require the City Council to establish, by resolution, its appropriations limit for the upcoming fiscal year at a regularly scheduled or noticed special meeting, with supporting documentation made available for public review at least fifteen days in advance.

For Fiscal Year 2026-27, the City's appropriations limit is calculated at $135,572,753 against estimated proceeds of taxes subject to the limit of $28,442,578, meaning the City is projected to utilize approximately 20.97% of its constitutional limit. Adoption of the attached Resolution satisfies the City's statutory obligation and confirms that the Fiscal Year 2026-27 Budget remains substantially below the spending limitation established under Article XIII B.

DISCUSSION:

Article XIIIB of the California Constitution, commonly referred to as the Gann Appropriations Limit, requires California cities to establish an annual appropriations limit that restricts the amount of tax proceeds that may be appropriated each fiscal year.

Government Code Section 7910 implements this constitutional requirement, directing each local jurisdiction's governing body to establish its appropriations limit by resolution at a regularly scheduled or noticed special meeting, with supporting documentation made available to the public at least fifteen days beforehand; that documentation requirement has been satisfied for this item. The appropriations limit is adjusted annually using the price and population factors published by the California Department of Finance.

For Fiscal Year 2026-27, the City's appropriations limit has been calculated at $135,572,753, while estimated proceeds of taxes subject to the limit total $28,442,578. As a result, the City is projected to utilize approximately 20.97% of its constitutional appropriations limit. The City therefore remains substantially below its constitutional appropriations limitation.

Adoption of the annual appropriations limit satisfies the City's obligations under Article XIIIB and Government Code Section 7910 and confirms that the Fiscal Year 2026-27 Budget remains well below the spending limitation established under Article XIIIB.

The City calculates the appropriations limit using the adjustment factors prescribed annually by the California Department of Finance. As part of the City's annual financial audit, the calculation is also reviewed by the City's independent auditors to verify compliance with applicable constitutional requirements.

FISCAL IMPACT:

The Fiscal Year 2026-27 appropriations limit is $135,572,753, compared to estimated proceeds of taxes subject to the limit totaling $28,442,578. Accordingly, the City is expected to utilize approximately 20.97% of its authorized appropriations limit. No additional appropriations or budget adjustments are required as a result of this action.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that this resolution is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENT:

1. Resolution
2. Price Factor and Population Information Letter

ATTACHMENT #1

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR THE FISCAL YEAR ENDING JUNE 30, 2026

WHEREAS, on November 6, 1979, the voters in California added Article XIII B to the State Constitution, placing various limitations on the appropriations of the state and local governments and

WHEREAS, Article XIII B provides that the appropriations limit for the new Fiscal Year is calculated by adjusting the base Fiscal Year 1978-79 appropriations by the lower of (1) U.S. CPI or California Per Capita Income, or (2) City Population Growth; and

WHEREAS, in June of 1990, the voters in California modified Article XIII B to the State Constitution by approving Proposition III and SB 88 which allows cities to choose between the following adjustment factors when adjusting the base year appropriations: (1) either the growth in the California per capita income and City (or County) population growth, or (2) the growth in the non-residential assessed valuation due to new construction within the City and City (or County) population growth; and

WHEREAS, the City chooses to use the growth in California per capita income and City population growth as the factor for calculating the appropriations limit; and

WHEREAS, the City of Indian Wells has complied with the provisions of Article XIII B in determining the appropriations limit for Fiscal Year 1990-91, Fiscal Year 1991-92, Fiscal Year 1992-93, Fiscal Year 1993-94, Fiscal Year 1994-95, Fiscal Year 1995-96, Fiscal Year 1996-97, Fiscal Year 1997-98, Fiscal Year 1998-99, Fiscal Year 1999-00, Fiscal Year 2000-01, Fiscal Year 2001-02, Fiscal Year 2002-03, Fiscal Year 2003-04, Fiscal Year 2004-05, Fiscal Year 2005-06, Fiscal Year 2006-07, Fiscal Year 2007-08, Fiscal Year 2008-09; Fiscal Year 2009-10; Fiscal Year 2010-11; Fiscal Year 2011-12; Fiscal Year 2012-13; Fiscal Year 2013-14; Fiscal Year 2014-15; Fiscal Year 2015-16; Fiscal Year 2016-17; Fiscal Year 2017-18; Fiscal Year 2018-19; Fiscal Year 2019-20; Fiscal Year 2020-21; Fiscal Year 2021-22; Fiscal Year 2022-23, Fiscal Year 2023-24, Fiscal Year 2024-25, Fiscal Year 2025-26, and Fiscal Year 2026-27.

NOW, THEREFORE, the City Council of the City of Indian Wells **DOES HEREBY RESOLVE** that the appropriations limitation in Fiscal Year 2026-27 is hereby adopted at $135,572,753 for the City of Indian Wells on a provisional basis using the alternative factor of California Per Capita Income for the inflationary adjustment.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a special meeting held on this 25th day of August 2026.

_____

DR. TOPER TAYLOR
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2026-__

I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing resolution was duly and regularly passed and adopted at a special meeting of the City Council of the City of Indian Wells the 25th day of August 2026, by the following vote:

AYES:
NOES:

ATTEST:

_____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

_____
TODD LEISHMAN FOR
BEST, BEST & KRIEGER LLP
CITY ATTORNEY

May 1, 2026

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2026, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2026–27. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2026–27 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2026**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s Erika Li
Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2026–27 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2026-27	4.95

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2026–27 appropriation limit.

2026–27:

Per Capita Cost of Living Change = 4.95 percent
Population Change = -0.14 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.95 + 100}{100} = 1.0495$

Population converted to a ratio: $\frac{-0.14 + 100}{100} = 0.9986$

Calculation of factor for FY 2026–27: 1.0495 x 0.9986 = 1.0480

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	Public Works Department
Prepared by:	Dina Purvis, Public Works Director
Subject:	**Award Contract to Universal Green LLC and Request Supplemental Appropriation for the Highway 111 Palm Tree Replacement Project**

RECOMMENDED ACTIONS:

Council **APPROVES** a supplemental appropriation in the amount of $79,000 to the Highway 111 Palm Tree Replacement Project from Capital Improvement Reserves; and

AWARDS the construction contract to Universal Green LLC in the amount of $515,000 with a 10% contingency in the amount of $51,500 for a total of $566,500

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities).

DISCUSSION:

In 2023, the City Council approved the replacement of palm trees along Highway 111. The primary goal of this project is to maintain the iconic landscape of Highway 111 in Indian Wells by replacing unsafe, old, or diseased trees. To preserve the aesthetic integrity of the corridor, staff has adopted a grouping standard: for example, in instances where four trees are bunched together and three require removal, all four will be replaced to ensure uniformity in height and health.

The approval of this supplemental appropriation will allow Public Works to replace 160 of the approximately 675 palm trees along Highway 111 over the next several months. The project will only include trees that are within existing Lighting and Landscaping Districts that are under City control.

Staff is requesting a supplemental appropriation of $79,000 for the Highway 111 Palm Tree Replacement Project. This request addresses the gap between the initial $500,000 Capital Improvement Program (CIP) budget and the recommended proposal, while also establishing a 10%+ project contingency, plus other project related costs.

The City conducted a Request for Proposal process and received eight proposals as listed below:

- Universal Green: $515,000
- Julian Tree: $536,150
- Vintage Landscape: $545,670
- Urban Habitat: $624,883.19
- Mariposa Tree: $692,700
- SGD Enterprise: $863,000
- West Coast Arborist: $895,200
- Kormex Construction: $1,012,000

The Request for Proposals were reviewed for respondent ability, licensing and certifications, and cost. Staff request a total supplemental appropriation of $79,000 to cover the shortfall and provide a nominal contingency for incidental costs, as well as other project related costs, such as inspection and compaction testing.

CITY COUNCIL STRATEGIC GOAL:

This project was placed on the Advancement of Capital Improvement Projects at the 2024 Strategic Planning. The project has been ready to bid since January 2025 and has been bid four times. The first three bids' results were discarded due to excessive project costs.

OPTIONS:

1. Staff recommend that the City Council approve a supplemental appropriation of $79,000 from the Capital Improvement Reserve Fund and authorize the City Manager and/or designee to award the Highway 111 Palm Tree Replacement Project contract to Universal Green LLC in the amount of $515,000 with a 10% contingency of $51,500 for a total amount of $566,500.
2. Provide Alternative direction

FISCAL IMPACT:

The current CIP budget for the Highway 111 Palm Tree Replacement Project has an existing appropriation of $500,000, of which approximately $9,000 has been spent to date preparing for bidding. Approval of this request will result in a supplemental appropriation of $79,000 from the Capital Improvement Reserve Fund to the project account for a total project budget of $579,000.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines,

and the environmental regulations of the City. The City has determined the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities).

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	Fire Department
Prepared by:	Kohl Hetrick, Deputy Fire Marshal
Subject:	**Resolution to Acknowledge Receipt of Riverside County Fire Department Annual Inspection Report Pursuant to California Health and Safety Code Section 13146.4 for Fiscal Year 2025-26**

RECOMMENDED ACTIONS:

Council **ADOPTS** Resolution acknowledging receipt of the Riverside County Fire Department's Annual Inspection Report pursuant to California Health and Safety Code Section 13146.4; and

FINDS this action does not qualify as a project subject to the California Environmental Quality Act (CEQA), and, in the alternative, is exempt from CEQA pursuant to State CEQA Guidelines sections 15060(c)(2)-(3) and 15061(b)(3).

BACKGROUND:

Signed in 2018, SB1205 established California Health and Safety Code Section 13146.4; requiring local fire departments to report annual compliance with mandatory fire safety inspections for schools, hotels, and apartments. The attached Resolution (Attachment No. 1) serves as the formal document to fulfill the annual fire inspection reporting requirements of SB 1205.

Annual inspections include a review of facilities fire protection system maintenance, emergency egress, hazardous materials, fire rated suppression maintenance, access and addressing maintenance, electrical safety and maintenance, and more. Inspections are conducted on two groups of facilities: Educational (Group E) and Residential (Group R) which include hotels and apartments. For the City of Indian Wells there is one (1) Group E facility (Gerald Ford Elementary School) and seven (7) Group R facilities including the City's five (5) hotels and Housing Authority properties.

During the period of July 1, 2025, to June 30, 2026, the Fire Department completed 100% of the annual inspections at the identified facilities. For the City of Indian Wells, all facilities are in compliance with pertinent fire and building codes. The facilities inspected are attached to this report. (Attachment No. 2).

# of State Mandated Facilities	
Group E	1
Group R	7

FISCAL IMPACT:

There is no fiscal impact.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This project has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the environmental regulations of the City. The City acting as Lead Agency has determined that this action is not a project subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines, § 15060(c)(2)-(3).) In the alternative, this action is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

ATTACHMENTS:

1. Resolution
2. Annual Inspection Facilities 2025-2026

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 and 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

WHEREAS, California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

WHEREAS, the Council of the City of Indian Wells intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department's compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF INDIAN WELLS EXPRESSLY ACKNOWLEDGES THE MEASURE OF COMPLIANCE OF THE RIVERSIDE COUNTY FIRE DEPARTMENT WITH HEALTH AND SAFETY CODE SECTIONS 13146.2 AND 13146.3 IN THE CITY OF INDIAN WELLS FOR THE TIME PERIOD OF JULY 1, 2025, to JUNE 30, 2026, AS FOLLOWS:

Section 1. Educational Group E occupancies, for the purposes of this Resolution, are generally those public and private schools, used by more than six people at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Indian Wells.

Section 2. Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory

or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Indian Wells.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a special meeting held on this 25th day of August 2026.

_____
Dr. Toper Taylor
MAYOR

CERTIFICATION FOR RESOLUTION NO. 2026-__

I, Angelica Avila, City Clerk of the City of Indian Wells, California, **DO HEREBY CERTIFY** that the whole number of the members of the City Council is five (5); that the above and foregoing Resolution was duly and regularly passed and adopted at a special meeting of the City Council of the City of Indian Wells on the 25th day of August 2026, by the following vote:

AYES:
NOES:

ATTEST:

_____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

_____
TODD LEISHMAN FOR
BEST BEST & KRIEGER LLP
CITY ATTORNEY

FY 2025/2026 HSC 13146.4 ANNUAL INSPECTION LIST
CITY OF Indian Wells.

R-1 OCCUPANCIES

NAME	ADDRESS_NO	DIR	STREET	SUFFIX	CITY	ZIP
Indian Wells Resort	76661		Highway 111		Indian Wells	922210
Renaissance Hotel, Resort and Spa	44400		Indian Wells	Lane	Indian Wells	922210
Hyatt Regency	44600		Indian Wells	Lane	Indian Wells	922210
Miramonte Resort and Spa	45000		Indian Wells	Lane	Indian Wells	922210
Sands Hotel	44985		Province	Way	Indian Wells	922210

R-2 OCCUPANCIES

NAME	ADDRESS_NO	DIR	STREET	SUFFIX	CITY	ZIP
Indian Wells Villa	74800		Village Center	Drive	Indian Wells	922210
Mountain View Villas	78000		Highway 111		Indian Wells	922210

R2.1 OCCUPANCIES

NAME	ADDRESS_NO	DIR	STREET	SUFFIX	CITY	ZIP
NONE						

E OCCUPANCIES

NAME	ADDRESS_NO	DIR	STREET	SUFFIX	CITY	ZIP
Gerald Ford Elementary	44210 Warner		Warner	Trail	Indian Wells	922210

INDIAN WELLS CITY COUNCIL
August 25, 2026

To: City Council

From: Finance Department

Prepared by: Kevin McCarthy, Finance Director

Subject: **Consideration of Modifications to the General Fund Surplus Allocation Methodology to Increase Funding for Indian Wells Golf Resort Capital Reserves**

RECOMMENDED ACTIONS:

Council **APPROVES** the proposed modification to the General Fund Surplus allocation methodology; and

ADOPTS the revised General Fund Surplus allocation methodology, increasing the Indian Wells Golf Resort Capital Reserve allocation from 20% to 40%; and

FINDS the project to be exempt from the California Environmental Quality Act (CEQA) provision pursuant to Section 15060.

SUMMARY:

The Finance Committee met on August 6, 2026, to consider the proposed modifications to the General Fund Surplus allocation methodology. The Committee reviewed the City's long-term capital needs associated with the Indian Wells Golf Resort — including the $74.9 million in anticipated capital replacement costs identified through Fiscal Year 2046 — and unanimously approved the proposed modification. Staff recommends the City Council concur with the Finance Committee's action and adopt the revised allocation methodology.

BACKGROUND:

As part of the Fiscal Year 2026-27 Mid-Cycle Budget discussions, the City Council reviewed the long-term capital funding needs associated with the Indian Wells Golf Resort (IWGR). During those discussions, the City Council emphasized the importance of maintaining the Golf Resort as one of the City's most significant assets and preserving its long-term financial sustainability. The current General Fund Surplus allocation methodology allocates annual surpluses as follows:

		Current Allocation	Estimated Surplus Allocation
1	**Capital Reserves**	20%	1,260,000
2	**Golf Resort Capital Reserves**	20%	1,260,000
3	**Pension Reserves**	20%	1,260,000
4	**Capital Investments**	40%	2,520,000
	Total Additional Funding	**100%**	**6,300,000**

The proposed modification would increase the Golf Resort Capital Reserve allocation from 20% to 40% while reducing allocations to Pension Reserves and Capital Investments.

The proposed modification reflects the City Council's continued policy direction emphasizing proactive infrastructure investment, long-term asset preservation, and financial sustainability at the Indian Wells Golf Resort. The adjustment is intended to better align annual surplus allocations with the City's evolving long-term capital obligations associated with maintaining a nationally recognized resort facility that serves as a significant economic driver for the community.

DISCUSSION:

The Indian Wells Golf Resort is the City's largest operational asset and one of the primary economic drivers supporting tourism, admissions activity, and Transient Occupancy Tax (TOT) generation within the community. The facility requires ongoing capital reinvestment to maintain course quality, operational competitiveness, infrastructure reliability, and the premium guest experience expected at a nationally recognized resort destination.

Over the past several years, the City has made significant investments in the Golf Resort, including course rehabilitation projects, irrigation system improvements, fleet replacement planning, clubhouse improvements, and expanded operational amenities. While these investments have strengthened the facility, they have also highlighted the need for a larger and more stable long-term reserve structure dedicated specifically to Golf Resort capital needs.

Unlike many traditional municipal facilities, the Golf Resort operates in a highly competitive hospitality and tourism environment where deferred maintenance or delayed capital investment can directly impact rounds played, customer experience, tournament attractiveness, operational efficiency, and long-term revenue generation. Establishing larger dedicated reserves helps mitigate the risk of future large-scale capital needs placing pressure on the General Fund or requiring reactive financing strategies.

As the Golf Resort continues to mature, several major capital replacement cycles are anticipated over the next decade, including course infrastructure, irrigation components, fleet replacement, facility systems, and operational enhancements necessary to maintain competitive market positioning. The proposed increase in reserve funding is intended to proactively address these future obligations through long-term financial planning rather than relying on one-time appropriations or deferred maintenance practices.

Increasing the Golf Resort Capital Reserve allocation from 20% to 40% provides several important long-term financial benefits:

- Establish a stronger dedicated reserve structure for future Golf Resort capital replacement and infrastructure needs.
- Reduces future reliance on General Fund cash flow or external financing for large-scale Golf Resort capital projects.
- Supports long-term asset preservation and operational competitiveness.
- Aligns with the City Council's continued emphasis on fiscal sustainability and proactive infrastructure planning.
- Helps ensure that future Golf Resort capital improvements can be strategically planned and funded over time rather than deferred.

The proposed allocation methodology maintains the City's overall conservative reserve strategy while recognizing the growing long-term capital obligations associated with operating a world-class golf resort facility.

Under the proposed methodology, the estimated distribution of a $6.3 million General Fund surplus would be revised as follows:

Building New Capital Reserves
General Fund Surplus Distribution Allocation

		Current Allocation	Estimated Surplus Allocation	Proposed Allocation	Estimated Surplus Allocation	Variance
1	**Capital Reserves**	20%	1,260,000	20%	1,260,000	-
2	**Golf Resort Capital Reserves**	20%	1,260,000	40%	2,520,000	1,260,000
3	**Pension Reserves**	20%	1,260,000	10%	630,000	(630,000)
4	**Capital Investments**	40%	2,520,000	30%	1,890,000	(630,000)
	Total Additional Funding	**100%**	**6,300,000**	**100%**	**6,300,000**	-

The proposed changes do not eliminate funding for Pension Reserves or Capital Investments but instead rebalance future surplus allocations to better align with the City's evolving long-term infrastructure and Golf Resort capital priorities. This action does not take away these priorities or impact the City's ability to fund future projects.

Golf Resort Long-Term Capital Needs:

To further evaluate the adequacy of the proposed reserve allocation, staff completed a 21-year capital needs analysis for the Golf Resort covering fiscal years 2026 through 2046. The analysis identifies approximately $74.9 million in anticipated Golf Resort capital replacement costs over that period, driven primarily by two major course rehabilitation projects (Celebrity Course in 2045 and Players Course in 2046), fleet replacement on a recurring four-year cycle, and periodic building and restaurant/kitchen renovations.

Fully funding these anticipated needs on a pay-as-you-go basis would require an average annual reserve contribution of approximately $3.74 million, factoring in a 4% annual escalation in capital costs. Under the current 20% allocation methodology, the Golf Resort Capital Reserve receives approximately $1.26 million per year, funding only about one-third of this target. Increasing the allocation to 40% would raise annual funding to approximately $2.52 million, closing roughly two-thirds of the identified funding gap and materially improving the City's readiness for the two major course rehabilitation obligations anticipated in 2045 and 2046. While the proposed allocation does not fully close the gap to the recommended savings pace, it represents a significant and fiscally prudent step toward long-term self-sufficiency for Golf Resort capital needs.

OPTIONS:

Council has the following options:

1. Approve modifications as presented.
2. Retain the current surplus allocation.
3. Provide an alternative direction.

FISCAL IMPACT:

Based on the current estimated General Fund surplus of approximately $6.3 million, the proposed allocation methodology would increase funding dedicated to Golf Resort Capital Reserves by approximately $1.26 million.

The proposed action does not increase expenditure, reduce existing reserve balances, or create additional financial obligations. Instead, it reallocates future surplus distributions to strengthen the City's long-term ability to fund Golf Resort infrastructure, capital replacement, and operational sustainability without increasing reliance on future General Fund appropriations or external debt financing.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	Finance Department
Prepared by:	Kevin McCarthy, City Finance Director
Subject:	**Annual Adoption of the City Investment Policy**

RECOMMENDED ACTIONS:

Council **ADOPTS** the City's Investment Policy as presented; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15060.

SUMMARY:

The Finance Committee undertook a deep-dive review of the City's Investment Policy, weighing each proposed revision against current market conditions, statutory requirements, and prudent cash management practice.

Four of the five recommended changes are refinements that enhance transparency and precision in the City's existing investment practices, formalizing procedures already in place without altering the City's underlying investment strategy or risk posture. The fifth change is different in character: raising the City's per-account LAIF limit from $30 million to $75 million to match the amount currently authorized under state law, Government Code Section 16429.1 et seq responds to a genuine shift in the City's liquidity needs.

With several larger-than-normal capital projects on the horizon and short-term interest rates continuing to offer compelling returns relative to longer-duration alternatives, the Finance Committee identified an expanded need for readily accessible, short-term investment capacity. Raising the LAIF limit allows the City to capture attractive short-term yields while preserving the liquidity required to fund near-term capital commitments as they come due. The Finance Committee unanimously recommends Council consideration and adoption of the Investment Policy as presented.

BACKGROUND:

The City Treasurer completed an annual review of the Investment Policy and identified the following substantive updates necessary to maintain alignment with current state law and City practice. The review included an evaluation of compliance with applicable state law, consistency with City financial practices, and alignment with the City's fiscal objectives.

1. Corrected the Investment Policy's citation of the quarterly Treasurer's Report submission deadline to reflect the 45-day period established under Government Code Section 53646(b), while retaining the City's internal target of submitting reports within 30 days.

2. Added an explicit prohibition on investment in exchange-traded funds (ETFs), real estate investment trusts (REITs), equities, and annuities, consistent with current guidance from the California Debt and Investment Advisory Commission (CDIAC).
3. Added a new Training Requirements section addressing the ethics and biennial fiscal and financial training requirements for local officials established under Senate Bill 827 (Chapter 661, Statutes of 2025).

4. Added a new Allocation of Interest Earnings section formalizing the City's practice of allocating interest earnings monthly among City funds under the pooled cash methodology, consistent with Government Code Section 53647.

5. Increased the City's per-account investment limit in the Local Agency Investment Fund (LAIF) from $30 million to $75 million to match the amount currently authorized under state law, Government Code Section 16429.1 et seq.

The City Treasurer is responsible for the custody, deposit, and investment of all City funds in accordance with California Government Code Sections 53600 et seq. and 53635 et seq., the prudent person rule set forth in Civil Code Section 2261 et seq., applicable City ordinances, and the adopted Investment Policy.

As part of the annual review process, each section of the Investment Policy is examined for compliance with current state law and Council-adopted standards. City securities are held by a third-party bank trust department under a custody agreement. The custodian safeguards securities and settles investment transactions on a delivery-versus-payment basis. Securities held in custody are verified annually through an independent audit. The City submits its Investment Policy to the California Municipal Treasurers Association (CMTA) for certification.

The Investment Policy is the Council-adopted document that governs the investment of all City funds not required for immediate disbursement. It establishes the City's investment objectives, in priority order, safety of principal, liquidity, and yield, and identifies the types of securities and institutions in which City funds may be invested, along with applicable maturity and concentration limits. The Policy delegates day-to-day investment authority to the City Treasurer and establishes the reporting the Treasurer provides to the City Council to demonstrate compliance.

Government Code Section 53646(a)(2) authorizes, but does not require, the annual presentation of the Investment Policy to the City Council for consideration at a public meeting. Consistent with guidance from the California Debt and Investment Advisory Commission and the California Municipal Treasurers Association, the City has nonetheless reviewed the Policy annually to demonstrate sound fiduciary oversight of public funds.

FISCAL IMPACT:

Monthly Treasurer's Reports are prepared to demonstrate compliance with the Investment Policy, are available for public review, and are submitted to the City Council. The City's investments and Investment Policy are also reviewed by the City's external auditors as part of the annual audit. Treasurer's Reports and the Investment Policy are available online at: http://www.cityofindianwells.org/cityhall/depts/finance .

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENTS:

1. Indian Wells Investment Policy – Redlined 27



City of Indian Wells Statement of Investment Policy

Adopted –

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Investment Policy Certification

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION

Investment Policy Certification

Issued on 03/08/2016

City of Indian Wells

The California Municipal Treasurers Association certifies that the investment policy of the City of Indian Wells complies with the current State statutes governing the investment practices of local government entities created within the State of California.

Over 50 Years of Excellence

Pamela Arends-King
President

3/10/2016
Date

1.0 Policy

It is the policy of the City of Indian Wells to invest public funds in a manner that will provide the maximum security of the City's capital while meeting its daily cash flow demands. The policy conforms to all state and local statutes governing the investment of public funds; and beyond that to maximize return within an acceptable and defined level of risk. The City's policy is to deposit and invest public funds in a manner that shall provide the following:

- Safety of principal
- Liquidity to meet all City obligations and requirements that may be reasonably anticipated
- A risk-based market rate of return

This policy provides guidelines for the prudent investment of the City's cash in all Funds and outlines policies for maximizing the efficiency of the City's cash management system.

2.0 Scope

This Investment Policy applies to all financial assets of the City of Indian Wells. These funds are accounted for in the City's Comprehensive Annual Financial Report and include the following:

- The General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Agency Funds

Included in these funds are the following Component Units of the City of Indian Wells; and, accordingly, are encompassed by this investment policy:

- The City of Indian Wells Successor Agency
- The City of Indian Wells Housing Authority
- The City of Indian Wells' Fire Access Maintenance District
- The City of Indian Wells Lighting and Landscaping District(s)
- The City of Indian Wells Assessment District(s)

The City's Investment Policy does not apply to the following:

- Funds held in trust in the City's name in pension or other post-retirement benefit programs;

- Cash and Investments held instead of retention by banks or other financial institutions for construction projects;
- Short or long-term loans made to other entities by the City; and short-term (Due to/from) or long-term (Advances from/to) obligations made between the City and its funds.

Investment of Bond Proceeds

California Code Section 5922 (d) governs the investment of bond proceeds and reserve funds in accordance with bond indenture provisions.

- Arbitrage Requirement - The US Tax Reform Act of 1986 requires the City to perform arbitrage calculations as required and return excess earnings to the US Treasury from investments of proceeds of bond issues sold after the effective date of this law. These arbitrage calculations may be contracted with an outside source to provide technical assistance to comply with this regulation. Investable funds subject to the 1986 Tax Reform Act will be kept segregated from other funds, and records will be held to facilitate the calculations.

The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is the City's position to continue maximization of yield and to rebate excess earnings, if necessary.

3.0 Fiscal Prudence

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Investments shall be made with judgment and care, under the circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

At the time of purchase, the City intends to hold all investments until maturity to ensure the return of all invested principal. However, staff anticipates that market prices of securities purchased will vary depending on economic conditions, interest rate fluctuations, or individual security credit factors. Such temporary variations in market value will inevitably result in measurable gains or losses at any specific time.

The City Treasurer is assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and exercising due diligence. The City Treasurer shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported promptly and appropriate action is taken to control adverse developments.

4.0 Objective

The principal factors of Safety, Credit Risk, Market Rate Risk, Liquidity, and Return on Investment shall be considered, in the specific order listed, when making investment decisions. Credit Risk and Market Rate Risk are addressed here as components of Safety, consistent with the statutory objectives set forth in Government Code Section 53600.5, which are, in order: safety of principal, liquidity, and return.

1. **Safety of Principal –** The principal's safety is the investment program's foremost objective. Accordingly, investments in the City of Indian Wells seek to ensure capital preservation in the overall portfolio. Thus, the City will mitigate credit and interest rate risks to obtain this objective.

2. **Credit Risk -** Credit risk is the risk of loss due to the security issue's failure. Credit risk will be mitigated by:

    a. Limiting investments to the safest types of securities.
    b. By pre-qualifying the financial institutions with which it will do business.
    c. By diversifying the investment portfolio so that potential losses on individual securities do not unduly harm the City's capital base and cash flow.

3. **Market Rate Risk -** Market Risk, defined as market value fluctuations due to overall changes in interest rates, shall be mitigated by limiting the average maturity of the investment portfolio to less than five years, with a maximum maturity of any one security of 10 years. In addition, the portfolio shall be structured based on liquidity needs to avoid the need to sell securities before maturity.

4. **Liquidity -** The investment portfolio will remain liquid to meet all operating requirements, which might be reasonably anticipated. This is accomplished by striving to have securities mature while cash is needed to meet anticipated demands (static liquidity). Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist mainly of securities with active secondary or resale markets (dynamic liquidity).

5. **Return on Investment -** The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, considering the City's investment risk constraints and the cash flow characteristics of the portfolio. Return on Investment is of secondary importance compared to the safety and liquidity objectives described above. Accordingly, investments are limited to relatively minimal risk securities, as herein

defined, in anticipation of earning a fair return relative to the risk assumed. While it occasionally may be necessary or strategically prudent of the City to sell a security before maturity to meet unanticipated cash needs or to restructure the portfolio, this policy prohibits explicitly trading securities to speculate on the future direction of interest rates.

5.0 Delegation of Authority

Authority to manage the investment program is derived from California Government Code Section 53600, et seq.; the City's Municipal Code; and City Council's Policy Manual.

Responsibilities of the Finance Department

The Finance Department is responsible for maintaining custody of all public funds and securities belonging to or under the control of the City and for the deposit and investment of those funds in accordance with the principles of sound treasury management, applicable laws, and ordinances, and this investment policy.

Responsibilities of the City Treasurer

The City Treasurer is responsible for investing all City Funds in accordance with the California Government Code, Sections 53600 et seq. and 53635 et seq. In addition, investment practices shall conform to the prudent man rule (Civil Code Sect. 2261, et seq.).

The City Treasurer shall establish procedures for operating the investment program consistent with this policy. Procedures should reference safekeeping, repurchase agreements, wire transfer agreements, collateral/depository agreements, and banking service contracts. Such procedures shall include explicit delegation of authority to the people responsible for investment transactions. The City Treasurer shall be responsible for all transactions undertaken and establish a system of controls to regulate the activities of subordinate officials. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

6.0 Ethics and Conflicts of Interests

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program or impair their ability to make impartial decisions.

Employees and Elected officials shall disclose to the City Manager any material interests in financial institutions that conduct business with the City of Indian Wells. They shall further disclose any prominent personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and Elected officials shall subordinate their investment transactions to those of the City of Indian Wells, particularly about the time of purchases and sales.

7.0 Authorized Financial Dealers and Institutions

Authorized Financial Dealers and Institutions defined under California Government Code Section 53601.5 shall be allowed to conduct business with the City. Authorized Financial Dealers and Institutions defined under California Government Code Section 53601.5 shall be defined as an institution licensed by the State of California as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or a member of a federally regulated securities exchange, a national or state-chartered bank, a savings association or federal association or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

The City Treasurer will maintain a list of financial institutions authorized to provide investment services conforming to the California Government Code Section 53601.5. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net Capital rule). No public deposit shall be made except in a qualified public depository established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer with the following: audited financial statements, proof of National Association of Security Dealers certification, proof of State of California registration, and certification of having read the City's investment policy. In addition, a current (for the fiscal year most recently ended) audited financial statement must be on file for each financial institution and broker/dealer in which the City invests.

8.0 Safekeeping and Custody

To protect against fraud, embezzlement, or losses caused by the collapse of an individual securities dealer, all securities owned by the City shall be held in safekeeping by a third-party bank trust department acting as an agent for the City under the terms of a custody agreement. All trades a dealer executes will settle delivery vs. payment (DVP) through the City's safekeeping agent.

Securities held in custody for the City shall be independently audited annually to verify investment holdings. The only exception to the preceding shall be depository accounts and securities purchases made with LAIF, time certificates of deposit, and money market mutual funds since the purchased securities are not deliverable.

9.0 Investment Diversification and Percentage Limitations

Investments shall be diversified among institutions, types of securities, and maturities to maximize safety and yield with changing market conditions. The City Treasurer will diversify investments by investment type and institution in accordance with the limitations of the authorized investments.

Diversification

- No more than 70% of the City's total investment portfolio will be invested in a single security type or with a single financial institution, quantified at the time of purchase.
- The City Treasurer shall take great care not to exceed the maximum 70% diversification limit; however, due to normal fluctuations in the amount of cash held in Local Agency Investment Funds (LAIF) or other short-term investments, the City may at times temporarily exceed the maximum 70% diversification limit.

Percentage Limitations

- The City Treasurer shall not exceed the maximum investment percentage of the portfolio by investment type at the time of purchase of the security. Due to frequent fluctuations in cash held in LAIF or other short-term investments, the City may sometimes temporally exceed the portfolio's maximum investment percentage by investment type. The City Treasurer shall not be required to sell any investment type to maintain the maximum investment percentage of the portfolio by investment type limit.

10. Authorized and Suitable Investments

Investments of City funds are governed by the California Government Code Sections 53600 et seq, as amended from time to time.

Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum par value per name	Credit/Minimum Quality Requirements
US Treasury Bills, Bonds, and Notes	Five years – See Maximum Maturity requirements	0-70%	None	Full faith and credit of the United States Government
Federal Agency Securities	Five years – See Maximum Maturity requirements	0-70%	None	Implied guarantee of the US Government. Federal Agency Securities have an AA+ rating.
Local Agency Bonds	Five years – See Maximum Maturity requirements	0-30%	$5,000,000	Shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service such as S&P or Moodys.
State of California Obligations	Five years – See Maximum Maturity requirements	0-30%	$5,000,000	Shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service such as S&P or Moodys.
CA Local Agency Obligations	Five years – See Maximum Maturity requirements	0-30%	$5,000,000	Shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service such as S&P or Moodys.
Money Market Funds	N/A	0-20%	10% per single issue	Multiple requirements, including the highest ranking by two nationally recognized rating agencies, must have a fund advisor registered with the SEC, have more than $500 million under management, etc.
Certificates of Deposit – Private Placement Certificate of Deposit Account Registry Service (CDARS), Negotiable Certificates of Deposit, Non-negotiable Certificates of Deposit	Five years	0-30%	$250,000 per Issuer	Federal Deposit Insurance Corporation (FDIC) Insured limited to $250,000 per issuer.
Repurchase Agreements	30 days	0-10%	$2,000,000	Signed Security Loan Agreement in the file. Reverse Repurchase Agreements are specifically not authorized under this investment policy.
Local Agency Investment Fund	N/A	0-70%	$75,000,000 (per entity)	Investment of funds in the California LAIF, which allows the State Treasurer to invest through the Pooled Money Investment Account
Medium-term Corporate Bonds	Five years	0-30%	3,000,000 up to 5% per Issuer	Shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service such as S&P or Moodys.

11.0 Prohibited Investments

Under California Government Code Section 53601.6, as amended from time to time, the City shall not invest any funds in inverse floaters, range notes, or interest-only strips derived from a pool of mortgages. In addition, the City shall not invest funds in any security that could result in zero interest accrual if held to maturity. Investments not specifically authorized under Section 10.0 of this policy, including shares of exchange-traded funds (ETFs), real estate investment trusts (REITs), equities, and annuities, are not permissible investments under this policy.

12.0 Review of Investment Portfolio

The City's securities must comply with Authorized and Suitable Investments at the time of purchase. In addition, the City Treasurer shall establish procedures to report to the City Council major and critical noncompliance incidents identified through the portfolio review.

13.0 Investment Pools/ Money Market Funds

The City may invest in the Local Agency Investment Fund (LAIF), a special fund in the California State Treasury created and governed pursuant to Government Code Sections 16429.1 et seq. The State Treasurer administratively sets the maximum LAIF deposit per account, currently $75 million (last increased from $65 million effective January 2020); this limit is set by the State Treasurer under the LAIF enabling statute rather than fixed as a dollar figure in the Government Code itself.

The California Government Code states that money placed for deposit in LAIF is in trust in the custody of the State Treasurer and cannot be borrowed or withheld from the City. Further, the right to withdraw deposited money from the LAIF upon demand may not be altered, impaired, or denied by any state official or agency based upon the State's failure to adopt a budget by July 1 of each new fiscal year.

A thorough investigation of a pool/fund is required before investing, and continually. This investigation aims to determine the suitability of a pool or fund and evaluate the risk of placing funds with that pool or fund.

The investigation will, at a minimum, obtain the following:

- A description of eligible investment securities and a written statement of investment policy and objectives.
- A description of interest calculations, how they are distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), how often the securities are priced, and the program is audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.

- A schedule for receiving statements and portfolio listings.
- A description of how the pool/fund maintains reserves, retained earnings, etc., or is all income after expenses distributed to participants.
- A fee schedule that discloses when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and a description of its practices.

Money market mutual funds must be registered with the Securities and Exchange Commission and comply with rule 2a7 of the Investment Company Act of 1940. In addition, the dollar-weighted average maturity of the portfolio shall be less than ninety (90) days, and the portfolio is managed to maintain a one-dollar ($1.00) share price.

The fund shall meet either of the following criteria:

- Attained the highest ranking or the highest letter and numerical rating provided by not less than two Nationally Recognized Statistical-Rating Organizations
- Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management of more than five hundred million dollars ($500,000,000).

14.0 Collateralization

Collateralization will be required on Repurchase Agreements.

- Repurchase Agreements - To anticipate market changes and provide security for all funds, the collateralization level for repurchase agreements will be 102% of the market value of principal and accrued interest. The collateral cannot be mortgage-backed securities.

15.0 Maximum Maturities

The City of Indian Wells will attempt to match its investments with anticipated cash flow requirements. Therefore, to the extent possible, the City Treasurer shall maintain investments in the portfolio equal to two years of current General Fund operating reserves maturing at no more than five (5) years from the date of purchase.

16.0 Internal Control

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and

benefits requires estimates and judgments by management. Accordingly, the City Treasurer shall establish an annual independent review process by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

17.0 Maturity Structure

The weighted average maturity of the pooled portfolio shall be, at most, four years. In addition to the four-year maturity average, the portfolio shall be structured for liquidity purposes to maintain $5,000,000 of invested funds maturing within 360 days.

18.0 Performance Standards

The investment portfolio shall be managed in accordance with the parameters specified within this policy and always within consistently safe and prudent treasury management procedures.

Market Yield (Benchmark)

The City's overall investment strategy is passive: Investments are generally held to maturity. The City portfolio shall be compared to a benchmark to determine whether market yields are being achieved. The LAIF apportionment rate and the two-year U.S. Treasury Note shall be considered useful benchmarks of the City's portfolio performance.

Marking to Market

The market value of the portfolio shall be calculated monthly. This will ensure that a review of the investment portfolio, in terms of value and price volatility, is performed. In defining market value, consideration shall be given to pronouncements from the Government Accounting Standards Board (GASB) that address the reporting of investment assets and income for all investment portfolios held by governmental entities. The fair value of all securities reported in the City's portfolio is based on currently quoted market prices.

19.0 Reporting

The City Treasurer shall prepare a monthly Treasurer's Report that provides a clear picture of the status of the current investments. The Treasurer's Report allows the City Manager and Council to ascertain whether investment activities have deviated from the City's investment policy during the reporting period. The monthly Treasurer's Report will include the City, Fiscal Agent, and Bond Proceeds portfolio(s).

Government Code Section 53646(b) permits the City Treasurer to submit a Treasurer's Report to the City Council at least quarterly, within 45 days following quarter-end. As an internal practice, the City targets submission within 30 days following quarter-end; however, due to the City's limited summer public meeting schedule and the annual financial audit preparation, this 30-day internal target may be difficult to meet for the June and September quarters. In those instances, the City Treasurer shall submit an initial report to the City Council within the statutory 45-day limit, followed by a final report submitted to the City Council once finalized.

The following information shall be required in each monthly investment portfolio report:

- A listing of individual securities held at the end of the reporting period.
- Percentage of Portfolio by Investment Type
- Investments Stated Rate and Book Value
- Unrealized gains or losses resulting from appreciation depreciation by listing securities' cost and market value over one year in duration.
- Average rate of return on City's investments
- Maturity aging by type of investment
- Market value of securities
- A statement of compliance with the investment policy or an explanation for non-compliance
- A statement of the City's ability to meet its pool's expenditure requirements for the next six months and explain why sufficient money will not be available if that is the case.

20.0 Investment Policy Adoption

The City of Indian Wells Investment Policy shall be adopted by minute order of the City Council of the City of Indian Wells. The Policy shall be reviewed annually by the City Council, and the City Council must approve any modifications made to it.

21.0 Training Requirements

Consistent with Government Code Section 53599 et seq. and applicable law, elected officials and other officials with investment or financial responsibilities shall complete required ethics training within six months of assuming office, and shall complete the biennial two-hour fiscal and financial training required of local officials, covering topics including cash management and investments and the prudent investor standard. The City shall maintain and publicly disclose training records for at least five years and shall post instructions for requesting those records on the City's website.

22.0 Allocation of Interest Earnings

Consistent with Government Code Section 53647, interest earned on the City's pooled deposits and investments shall be allocated monthly among City funds based upon the pooled cash methodology, under which each fund receives its pro rata share of interest earnings based on that fund's average share of pooled cash balances during the period. This allocation methodology is adopted by the City Council in lieu of the quarterly allocation to the General Fund otherwise permitted under Section 53647.

APPENDIX "A"

GLOSSARY OF INVESTMENT TERMS

AGENCY: A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government (i.e., Government National Mortgage Association). Federally sponsored agencies (FSA) are backed by each agency with a market perception that there is an implicit government guarantee (i.e., Federal National Mortgage Association).

ASKED PRICE: The price at which securities are offered for sale, also known as the offering price.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A model should represent a close correlation between the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price offered by a buyer of securities. (When you are selling securities, you *ask* for a bid.)

BOND PROCEEDS: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. This money is used to finance the project or purpose for which the securities were issued and to pay certain issuance costs as may be provided in the bond contract.

BOOK VALUE: The value at which debt security is shown on the holder's balance sheet. Book value is often acquisition cost plus/minus amortization and accretion, which may differ significantly from the security's current value in the market.

BROKER: Someone who brings buyers and sellers together and is compensated for their service.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of a deposit, or other property that a borrower pledges to secure loan repayment. Also, it refers to securities pledged by a bank to secure deposits of public monies.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. The higher the credit quality of a bond issuer, the lower the interest rate the issuer pays because the risk of default is lower. A Nationally Recognized Statistical-Rating Organization provides credit quality ratings.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and principal on security.

CUSTODIAN: A bank or other financial institution that keeps custody of stock certificates and other assets.

CURRENT YIELD (CURRENT RETURN): A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

DEALER: Instead of a broker, a dealer acts as a principal in all transactions by buying and selling for their account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is the delivery of securities with an exchange of money for the securities. Delivery versus receipt is the delivery of security in exchange for a signed receipt.

DERIVATIVES: (1) financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying indexes or security and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities).

DIVERSIFICATION: Dividing investment funds among various security types by sector, maturity, and quality ratings to offer independent returns.

DURATION: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of security is a valuable indicator of its price volatility for given changes in interest rates.

EXCHANGE-TRADED FUND (ETF): A fund that holds a basket of securities and trades on an exchange like a stock. ETFs are not authorized investments under Government Code Section 53601 and may not be purchased by the City.

FAIR VALUE: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL CREDIT AGENCIES: Federal government agencies are set up to supply credit to various institutions and individuals, e.g., S&Ls, small-business firms, students, farmers, farm co-operatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency insures bank deposits up to $250,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): Government-sponsored wholesale banks (currently 12 regional banks) that lend funds and provide correspondent bank services to member commercial banks, thrift institutions, credit unions, and insurance companies.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases

and sales of Government Securities in the open market to influence bank credit and money volume.

FEDERAL RESERVE SYSTEM: The United States central bank was created by Congress, consisting of a seven-member Board of Governors in Washington, D.C., twelve Regional Banks, and about 5,700 commercial banks.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA): A self-regulatory organization (SRO) governing business between brokers, dealers, and the investing public.

GOVERNMENT ACCOUNTING STANDARDS BOARD (GASB): A standard-setting body associated with the Financial Accounting Foundation prescribes standard accounting practices for governmental units.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government—the FHA, VA, or FMHA mortgages back Ginny Mae securities. The term "pass-throughs" is often used to describe Ginnie Maes.

GOVERNMENT SECURITIES: An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality investment securities in the U.S. securities market. See "Treasury Bills, Notes, and Bonds."

INTEREST RATE RISK: The risk associated with declines or rises in interest rates, which cause an investment in fixed-income security to increase or decrease in value.

INTERNAL CONTROLS: An internal control structure designed to protect the entity's assets from loss, theft, or misuse. The internal control structure is designed to ensure these objectives are met reasonably. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

- **Control of collusion** - Collusion is when two or more employees work together to defraud their employer.
- **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from those who record or otherwise account for the transaction.
- **Custodial safekeeping** - Securities purchased from any bank or dealer, including appropriate collateral (as defined by state law), shall be placed with an independent third party for custodial safekeeping.
- **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since the actual delivery of a document never takes place. Delivered securities must be adequately safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

- **Clear delegation of authority to subordinate staff members** - To avoid improper actions, they must clearly understand their authority and responsibilities. Clear delegation of authority also preserves the internal control structure contingent on the various staff positions and responsibilities.
- **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
- **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated officer should ensure that an agreement will be entered into and address the controls, security provisions, and responsibilities of each party making and receiving wire transfers.

LIQUIDITY: A liquid asset can be converted quickly and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between the bid and asked prices is narrow, and a reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Chapter 730, Statutes of 1976 of the State of California, established the Local Agency Investment Fund. This fund enables local governmental agencies to remit money not required for immediate needs to the State City Treasurer for investment. To derive the maximum rate of return possible, the State City Treasurer has elected to invest these monies with State monies as a part of the Pooled Money Investment Account. Each local governmental unit has the exclusive determination of the length of time its money will be on deposit with the State City Treasurer. At the end of each calendar quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the Fund and the length of time such amounts remained therein. Before the distribution, the State's costs of administering the program are deducted from the earnings.

MARK-TO-MARKET: The process whereby a security's book value or collateral value is adjusted to reflect its current market value.

MARKET RISK: The risk that the value of a security will rise or decline because of changes in market conditions.

MARKET VALUE: The current price at which a security is trading could be purchased or sold at that point.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establish each party's rights. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which a financial obligation's principal or stated value is due and payable.

MEDIUM-TERM NOTES: As defined in Government Code Section 53601(k), all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET MUTUAL FUND: Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, bankers' acceptances, repos, and federal funds).

MUTUAL FUND: An investment company that pools money and can invest in various securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by Securities and Exchange Commission (SEC) disclosure guidelines.

NATIONALLY RECOGNIZED STATISTICAL-RATING ORGANIZATION (NRSRO): Standard and Poor's, Moody's, and Fitch Financial Services are examples of such organizations.

OFFER: An indicated price at which market participants are willing to sell a security or commodity. Also referred to as the "Ask price."

PAR VALUE: The amount of principal that must be paid at maturity, also referred to as the face amount of a bond, typically quoted in $1,000 increments per bond.

PORTFOLIO: The combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or asset. The purpose of a portfolio is to reduce risk by diversification.

~~**PRINCIPAL:** The face value or par value of a debt instrument or the amount of capital invested in a given security.~~

~~**PRIMARY DEALER:** A group of government securities dealers who submit daily market activity reports and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker/dealers, banks, and a few unregulated firms.~~

~~**PRINCIPAL: (**1) The debt instrument's face amount or par value. (2) One who acts as a dealer buying and selling for his account.~~

PRIMARY DEALER: A group of government securities dealers who submit daily market activity reports and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker/dealers, banks, and a few unregulated firms.

PRINCIPAL: (1) The face value or par value of a debt instrument or the amount of capital invested in a given security. (2) One who acts as a dealer buying and selling for his own account.

PRUDENT INVESTOR STANDARD: The standard, codified at Government Code Section 53600.3, requiring a trustee to act with care, skill, prudence, and diligence under the circumstances then prevailing when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, considering the probable safety of capital and the probable income to be derived.

This codified standard supersedes reliance on the common-law prudent man rule for the investment of local agency funds.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or current market price. This may be the amortized yield to maturity on a bond or the recent income return.

REAL ESTATE INVESTMENT TRUST (REIT): A company that owns, and typically operates, income-producing real estate and whose shares trade like a security. REITs are not authorized investments under Government Code Section 53601 and may not be purchased by the City.

REINVESTMENT RISK: The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a specified date. In effect, the security "buyer" lends the "seller" money for the agreement period, and the agreement terms are structured to compensate the buyer for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, lending money increases bank reserves.

REVERSE REPURCHASE AGREEMENT: An agreement of one party (for example, a financial institution) to purchase securities at a specified price from a second party (such as a public agency) and a simultaneous agreement by the first party to resell the securities at a specified price to the second party on demand or at a specific date.

RISK: Degree of uncertainty of return on an asset.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT: Applies to all money market mutual funds and mandates such funds to maintain specific standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING SERVICE: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection and security.

SECONDARY MARKET: A market is made to purchase and sell outstanding issues following the initial distribution.

SECURITIES LENDING: An agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the agreement term, both the securities and the collateral are held by a third party. After the agreement, the securities are transferred back to the local agency in return for the collateral.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, FHLMC, etc.) and corporations with embedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the embedded options, and shifts in the shape of the yield curve.

SWAP: Trading one asset for another.

TOTAL RETURN: The sum of all investment income plus changes in the portfolio's capital value.

TREASURY BILLS: Short-term U.S. government non-interest-bearing discounted debt securities with no more than one-year maturities are issued in minimum denominations of $10,000. Auctions of three- and six-month bills are weekly, while auctions of one year are monthly. The yields on these bills are monitored closely in the money markets for signs of interest rate trends.

TREASURY BOND: A long-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government with an initial maturity of more than ten years and issued in minimum denominations of $1,000.

TREASURY NOTE: A medium-term coupon-bearing U.S. Treasury security issued as a direct obligation of the U.S. Government with an initial maturity of one to ten years and issued in denominations ranging from $1,000 to $1 million or more.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission (SEC) Rule 15C3-1 outlines requirements that member firms and nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1, also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

WEIGHTED AVERAGE MATURITY (WAM): A calculation of the average life of a portfolio, determined by dividing the sum of each investment's days to maturity multiplied by its book value by the total book value of the portfolio. WAM is a standard measure of a portfolio's interest rate risk and is used in Section 17.0 of this policy to structure the maturity of the pooled portfolio.

YIELD: The current rate of return-on-investment security is generally expressed as a percentage of the security's current price. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

INDIAN WELLS CITY COUNCIL
August 25, 2026

To: City Council

From: City Manager Department

Prepared by: Dr. Christopher Freeland, City Manager

Subject: **Authorization to Engage a Consulting Team to Conduct a Feasibility Analysis for a Potential LPGA Tour Event at Indian Wells Golf Resort**

RECOMMENDED ACTIONS:

Council **AUTHORIZES** the City Manager to execute a professional services agreement with Dunn Consulting Advisors and Innovative Partnerships Group ("project team") to conduct a feasibility analysis and valuation regarding the potential to host an annual LPGA Tour event at Indian Wells Golf Resort, in an amount not to exceed $75,000; and,

APPROVES a supplemental appropriation in the amount of $75,000 to Golf Fund account number 5606702-531000 (Professional Services) to fund the feasibility study; and,

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

SUMMARY:

This item was presented to the Finance Committee at its meeting of August 6, 2026. The Finance Committee conducted a deep review of the proposed engagement, including the scope of work, the qualifications of Dunn Consulting Advisors and Innovative Partnerships Group (IPG), the $75,000 fixed fee, and the associated request for a supplemental appropriation from the Golf Fund. Following this review, the Finance Committee unanimously approved the item and recommended it to the City Council for approval.

BACKGROUND:

Indian Wells Golf Resort ("the Resort") is a City-owned, 36-hole championship golf facility managed by Troon, comprised of the Players Course and the Celebrity Course. The Resort has served as host venue for the Epson Tour Championship — the LPGA Tour's official qualifying tour and season-ending "Race for the Card" event — in both

2024 and 2025, with the City serving as presenting sponsor. This relationship has positioned Indian Wells as a recognized destination for elite women's professional golf and has generated positive visibility for the Resort and the broader community.

DISCUSSION:

Building on the success of hosting the Epson Tour Championship, a City Council-led Ad Hoc Committee was established to evaluate the opportunity to elevate the City's relationship with the LPGA by pursuing an annual LPGA Tour event at the Resort, with a potential start date in either 2027 or 2028. Advancing to a full LPGA Tour event would represent a significant increase in prize money, field strength, and national media exposure relative to the Epson Tour, and correspondingly carries greater commercial, operational, and financial complexity.

This feasibility study is also directly relevant to the City's ability to attract a Title Sponsor. IPG has had preliminary discussions with prospective sponsors who have identified this feasibility analysis and valuation as data they will request as part of their due diligence before committing to a sponsorship. Completing this study, and including it in the City's sponsorship interest package, will demonstrate the City's intent and investment in the event and make the opportunity more compelling to prospective sponsors. If selected, IPG also plans to meet with LPGA Tour executives during the Epson Tour Championship at the Resort to advance these efforts.

To evaluate this opportunity on an objective, data-driven basis before committing to a multi-year tournament agreement, staff solicited a proposal from Dunn Consulting Advisors, in partnership with IPG, to conduct an independent feasibility analysis and valuation. A copy of the firm's proposal is included as Attachment A.

Consultant Team Qualifications

Dunn Consulting Advisors is led by Darryl Dunn, who served as CEO & General Manager of the Rose Bowl Stadium from 1999 to 2022. During his tenure, Mr. Dunn oversaw a $183 million stadium renovation and built a sponsorship and philanthropic program that grew annual sponsorship and service revenue from $8 million to $20 million and generated more than $250 million in signed sponsorship contracts, including deals with Wescom Credit Union and Coca-Cola. He also founded the Rose Bowl Legacy Foundation, a 501(c)(3) that has raised more than $70 million for capital improvements — a public-private funding model directly relevant to a municipally owned venue such as Indian Wells Golf Resort.

Innovative Partnerships Group is a national sports and entertainment partnership consultancy led by CEO Jeff Marks, who has worked on more than 100 stadium naming rights and business partnership transactions, including Mercedes-Benz Stadium (Atlanta), TD Place (Ottawa), and one of the largest jersey naming rights deals in MLS

history. IPG's relevant experience includes commercial representation for FC Barcelona's Espai Barça development, league-wide healthcare sponsorship strategy for the National Women's Soccer League, and naming rights work for the Phoenix Suns' Footprint Center and the City of Charlotte / Charlotte Hornets. IPG's Valuation & Consulting division, led by Partner Sean Moran, CPA, applies a proprietary five-module valuation methodology (media, non-media, programs & platforms, intellectual property, and business/brand-pitch value) to quantify sponsorship and naming rights value for host properties.

Together, the project team offers direct experience translating municipally owned and publicly adjacent venues — comparable in structure to Indian Wells Golf Resort — into diversified, sponsorship-supported revenue platforms. This engagement also has the support of Steve Nieman of Eventive Sports, a subsidiary of Troon, which manages the Resort.

Proposed Scope of Work

This engagement is structured as a standalone feasibility study. Following completion of the study, staff would report back to the Ad Hoc Committee and, if the Ad Hoc Committee is satisfied with the results, return to City Council with a recommendation for a separate, follow-on agreement with the project team to assist the City in securing a Title Sponsor for the event.

The feasibility study takes approximately three months to complete and will include the following information:

- Competitive analysis and benchmarking against comparable regional and national women's sports sponsorship properties;
- An inventory database and identification of all sponsorable media, non-media, programmatic, and intellectual property assets associated with an Indian Wells LPGA event;
- A commercial sales strategy, including a proposed partnership hierarchy (Title Sponsor, Founding Partners, Official Partners, etc.), category targets, and Title Sponsor package valuation;
- A monetization and fundraising strategy covering ticketing, hospitality, food & beverage, merchandise, and ancillary revenue opportunities (strategy only; execution would occur under a separate follow-on agreement, if pursued);
- A civic-focused philanthropic and community engagement strategy; and
- Pilot outreach to a limited number of "friendly" brands with existing relationships to the project team regarding the Title Sponsor opportunity.

Upon completion of the feasibility study, staff will present the study for Council review and hold a discussion on next steps to secure a LPGA event.

OPTIONS:

Council could consider the following options:

- Approve the recommended action as presented
- Defer action to a future meeting to allow additional time for review
- Decline to proceed with a feasibility analysis at this time
- Provide alternative direction

FISCAL IMPACT:

The feasibility study fee is a fixed $75,000 for a three-month engagement. A separate follow-on agreement, if pursued, would be priced separately based on the feasibility study's findings and resource requirements and would be brought back to Council for authorization along with a specific funding recommendation; it therefore carries no fiscal impact under this action beyond the 15% Title Sponsor commission noted above, which would only apply if a Title Sponsor agreement is executed.

Because the $75,000 feasibility study fee was not contemplated in the FY 2026–27 adopted budget, staff requests City Council consideration of a supplemental appropriation in the amount of $75,000 to Golf Fund account number 5606702-531000 (Professional Services) to fund this engagement. Upon Council approval, the appropriation will be reflected in the City's financial system prior to execution of the professional services agreement with Dunn Consulting Advisors and Innovative Partnerships Group.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

This action has been reviewed per the authority and criteria contained in the California Environmental Quality Act (CEQA), the State and local CEQA Guidelines, and the City's environmental regulations. The City, acting as the Lead Agency, determined that the ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change to the environment as there is no possibility that the action would result in a significant environmental impact, and because it does not constitute a "project" as defined in Section 15378 of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3.

ATTACHMENTS:

1. LPGA Feasibility Analysis Proposal

CONDUCTING A FEASIBILITY ANALYSIS ON AN LPGA TOURNAMENT OPPORTUNITY AT INDIAN WELLS



AUGUST 2026



INNOVATIVE PARTNERSHIPS GROUP - OVERVIEW

Innovative Partnerships Group builds non-traditional, revenue-generating programs for our clients. Our multi-faceted studio model is amplified by our proprietary *Partnership Intelligence*™ system to partner with prestigious properties in order to leverage our compound approach, creative tools, and analytical methodologies to maximize long-term partnerships.

Our studio model is built on five core competencies to successfully identify, value, maximize, and secure the maximum partnership value on behalf of our clients:

VALUATION & CONSULTING

A team of MBAs and marketing scientists specialized in financial modeling, working extensively with proprietary software to uncover the "true value" of partnerships and revenue potential for brands and properties.

PARTNERSHIP SOLUTIONS

A team that establishes and maintains organizational alignment between Innovative Partnerships Group, our client, and all external brands from first discussion to contract execution.

IP & ASSET CREATION (THINK TANK)

A think tank of innovators who come together to provide prestige properties and brands with marketing and business solutions, high-value inventory, and new IP & Asset Creation - all centered around building sustainable and meaningful revenue.

CREATIVE SOLUTIONS

An in-house creative agency with innovative storytelling that brings to life the possibilities of next-gen partnerships. Our full-service team has a proprietary digital asset library including digital e-books, interactive presentations, custom partner portal sites, branded video content, stylized proposals, and measurable shock and awe campaigns.

CONSULTATIVE BUSINESS DEVELOPMENT

A collaborative business development team made up of solution-minded consultants with an investment banking and business-first approach to marketing with a diversified track record of working with the C-suite around the world.













INNOVATIVE PARTNERSHIPS GROUP - OUR EXPERTISE

COMMERCIAL SALES STRATEGY

Innovative Partnerships Group was founded on the core principles that align sports & entertainment rights holders to create long-term, measurable, and innovative partnerships. As a true “owner’s rep,” Innovative Partnerships Group provides clean and objective analyses of long-term revenue and naming rights opportunities.

PARTNERSHIP VALUATION

Our portfolio of work includes consulting, valuation, and business development work for stadium & arena naming rights, events, jerseys, mixed-use real estate projects, universities, parks, non-profits, and more. As part of our process, we perform a deep dive to understand key market and property characteristics. We analyze the property within our Property Valua+or™ tool to identify the strengths, weaknesses, important demographics, and all potential sources of exposure and value.

IP/ASSET CREATION & CREATIVE STORYTELLING

Innovative Partnerships Group built an in-house, full-service creative agency of industry-leading storytellers and artisans that brings to life naming rights and sponsorship opportunities. The Creative team joins with the full IPG studio to develop new on-strategy assets, programming, storytelling, and activations for IPG’s clients as part of our IP/Asset Creation process. Concepts are often integrated into partnership offerings to unlock new value for both sides of a partnership. We leverage our proprietary Digital Asset Library of naming rights and sponsorship assets—across tens of thousands of custom images—to develop unique, differentiating assets and messaging.

BUSINESS DEVELOPMENT & REVENUE GENERATION

IPG has worked to deliver revenue-generating partnerships for a multitude of rights holders. We focus on building one-of-one commercial sales programs that include valuation and measurement, asset creation, pipeline development, and captivating creative development and storytelling—from initial outreach to C-level face-to-face meetings—leveraging sales execution and contract negotiation expertise. All decisions have an eye towards growing the value of partnership opportunities with a prestige property; we understand how to program, market, and sell projects of any size and scope, across all types of stakeholders and interest groups.



DUNN CONSULTING ADVISORS - OVERVIEW

Dunn Consulting Advisors is a strategic advisory firm with extensive experience in the sports, entertainment, and public venue industries. The firm is committed to helping organizations identify opportunities, solve complex challenges, and implement transformative initiatives that deliver measurable, long-term results.

With a proven track record of significantly increasing operating budgets, creating long-term financial sustainability, maximizing venue revenue opportunities, establishing and leading civic-focused nonprofit organizations, and directing major capital improvement projects, Dunn Consulting Advisors helps venues and organizations achieve their full potential. The firm also maintains relationships with a network of highly qualified industry professionals who can be engaged on specific projects to provide specialized expertise and additional value for the City of Indian Wells.

INCREMENTAL REVENUE STRATEGY

Develop comprehensive strategies to identify and implement sustainable sources of incremental revenue. Through an evaluation of existing revenue streams, market opportunities, industry best practices, and operational performance, Dunn Consulting Advisors develops actionable recommendations that align with the City's strategic objectives while positioning the tournament and venue for long-term financial and community success.

STRATEGIC PARTNERSHIPS & BUSINESS DEVELOPMENT

Identify, evaluate, and cultivate strategic partnerships that strengthen the tournament's financial position and community impact. In addition to entitlements, naming rights, and sponsorships, a focus on public-private partnerships, tourism collaborations, strategic alliances, and other funding and community opportunities that support the event's long-term success and sustainability.

Dunn Consulting Advisors brings a combination of executive leadership, venue management, revenue generation, capital project oversight, sponsorship development, nonprofit leadership, and community engagement. Having successfully managed one of the world's premier sports and entertainment venues while leading a major philanthropic foundation and delivering significant financial growth, the firm provides practical, results-oriented guidance grounded in decades of proven experience.

PARTNERSHIP INTELLIGENCE™

INNOVATIVE PARTNERSHIPS GROUP

What truly sets our team apart is our *Partnership Intelligence™* System. This system has been a differentiator in the industry at large and takes into account multiple variables influencing asset values on the property side and helps quantify the revenue impact on the brand side. This allows us to give an objective and holistic valuation of each asset and is what differentiates us from others in the marketplace.

INNOVATIVE PARTNERSHIPS GROUP
VALUA+OR
PARTNERSHIP INTELLIGENCE™

BRAND VALUA+OR PARTNERSHIP INTELLIGENCE™

PROPERTY VALUA+OR PARTNERSHIP INTELLIGENCE™

BRAND LIFT ANALYZER PARTNERSHIP INTELLIGENCE™

The core of the Partnership Intelligence™ system is the Valua+or™, a suite of two hyper-intelligent systems: the Property Valua+or™ and Brand Valua+or™.

The Valua+or™ provides comprehensive measurements of the financial value of naming rights and sponsorships for both brands and property rights-holders.

PARTNERSHIP INTELLIGENCE™ SYSTEM

Innovative Partnerships Group has developed a proprietary system focused on revenue generation for evaluating, measuring, and working with properties & brands to value and secure long-term partnerships. Our *Partnership Intelligence™* software is rooted in IP & Asset creation; Valuation & Analytics; automated software tools; and complex business and leading-edge ROI modeling.

Our team of senior consultants and our innovative set of research & insights tools help drive our best-in-class work with global rights holders, sports & entertainment owners/operators, and prestige mixed-use development properties to accurately assess the true value of naming rights partnerships.

See the following two pages for additional background on each module component of our revamped *Partnership Intelligence™* 2.0 methodology.

PARTNERSHIP INTELLIGENCE™ SYSTEM

Innovative Partnerships Group's *Partnership Intelligence™* system is a multi-module valuation system which allows a property to understand and unlock the full value of its partnerships.

Within the *Partnership Intelligence™* system lies our revamped Property Valuator 2.0 tool which includes a customized valuation output across five modules to empower teams with the intelligence and analytics to sell long-term naming rights with the optimal packaging strategy, price-points, and corresponding sales justification metrics and storytelling.

Media:
This module analyzes TV, Out of Home, Social Media, Digital, Print, & Radio with key factors including audience size, impressions, engagement/interactions, exposure duration, asset size, clarity, and share of voice. ***As part of this process, we can also integrate third party media sources used by properties (e.g., Relo Metrics, Nielsen) to accompany our five-module approach.***

Non-Media:
Provides properties the opportunity to directly input rate card values across Event Marketing, Hospitality, & Facility Use or to leverage our estimated values for like assets across the identified categories.

Programs & Platforms:
Customized valuations for the programs and platforms that truly drive an authentic naming rights partnership across Community, Human Capital, Business Development, etc. The module analyzes key inputs such as property activation bandwidth, program size/reach, experience and track record.

Intellectual Property:
Allows properties to understand the true annual value of licensing their IP (Logos & Partner Designations) to brand partners. Example attributes include DMA, All-Time Performance, Franchise Valuation, Ownership Profile, etc.

Business Module (Brand Pitch Process):
Analyzes the Direct Business provided (if applicable) as part of the partnership, in addition to the indirect business that can be generated by the brand based on the assets provided. The indirect models are customized by company and category.

Our five-module approach provides flexibility to incorporate third-party tools while delivering an accurate value assessment inclusive of all considerations for long-term naming rights opportunities. The *Partnership Intelligence™* system is the most comprehensive tool on the market to ensure substantial COI is driven to the property as part of the naming rights process.

RELEVANT CASE STUDIES



FC BARCELONA / ESPAI BARÇA
BARCELONA, ESP

Commercial representation & consulting with one of the largest sports clubs in the world, including exclusive North America commercial AOR and development of their new mixed-use development.



NATIONAL WOMEN'S SOCCER LEAGUE
USA

Developed the league-wide commercial sales strategy for the healthcare category and helped secure the largest deal in league history (CVS Health).



FOOTPRINT CENTER / PHOENIX SUNS
PHOENIX, AZ

Through innovative prospecting and a re-developed commercial sales strategy, we secured one of the largest NBA naming rights deals in a non-traditional category.



CITY OF CHARLOTTE / CHARLOTTE HORNETS
CHARLOTTE, NC

Worked with team during arena renovation to bring in new partners focused on premium space entitlements and major team partners. Supported naming rights of new training center construction project (Novant Health).



CASE STUDY - ROSE BOWL STADIUM

The Rose Bowl Stadium, a National Historic Landmark in Pasadena, California, transformed from a single-tenant, seasonal football stadium into a multi-revenue-stream platform anchored by national sponsorship partnerships and a dedicated philanthropic foundation.

GENERATING SPONSORSHIP REVENUE

- A dedicated sponsorship function was built to manage corporate partnerships across UCLA Athletics (2.5M fans), the Rose Bowl Stadium (1M annual attendees), the UCLA Alumni Association (600K database), and UCLA Campus Life (45K students annually) — a combined reach of 4M+ annual impressions.
- Sponsorship and service revenue grew from $8 million to $20 million annually
- More than $250 million in sponsorship contracts were signed, including a $38.5 million banking deal with Wescom Credit Union and a $30 million campus-wide beverage deal with Coca-Cola.
- The sponsorship program also directed sales and marketing for the Rose Bowl Stadium Centennial Campaign.

PHILANTHROPY

- The Rose Bowl Legacy Foundation was established as an independent 501(c)(3) civic non-profit to fund capital improvements at the stadium without relying solely on public funds or operating revenue.
- The Foundation has raised more than $70 million to date, broadening the facility's funding base beyond ticket sales, tenant rent, and corporate sponsorship deals.

TAKEAWAYS FOR PARTNERSHIP & VALUATION WORK

- A dedicated, specialized sponsorship function was central to the revenue growth from $8M to $20M and the $250M+ in signed contracts.
- Segmenting audiences by asset (athletics, stadium, alumni, campus life) helps quantify total reach and justify sponsorship valuation across a diversified fan and stakeholder base.
- A dedicated philanthropic vehicle can supplement sponsorship and operating revenue for capital-intensive projects, a model worth benchmarking in other venue valuation engagements.
- Pairing a commercial sponsorship engine with a civic non-profit widens a facility's funding base and strengthens its long-term financial resilience.

SCOPE OF WORK
PHASE I. ASSESS & BUILD



PROJECT OVERVIEW & OBJECTIVES

OVERVIEW

Dunn Consulting Advisors and Innovative Partnerships Group ("project team") will support the City of Indian Wells in conducting a feasibility analysis regarding the potential to host an annual LPGA Tour event starting in 2028.

OBJECTIVES

We will work towards the City's goals of increasing tourism, positioning Indian Wells as a premier golf destination, and enhancing overall brand value.

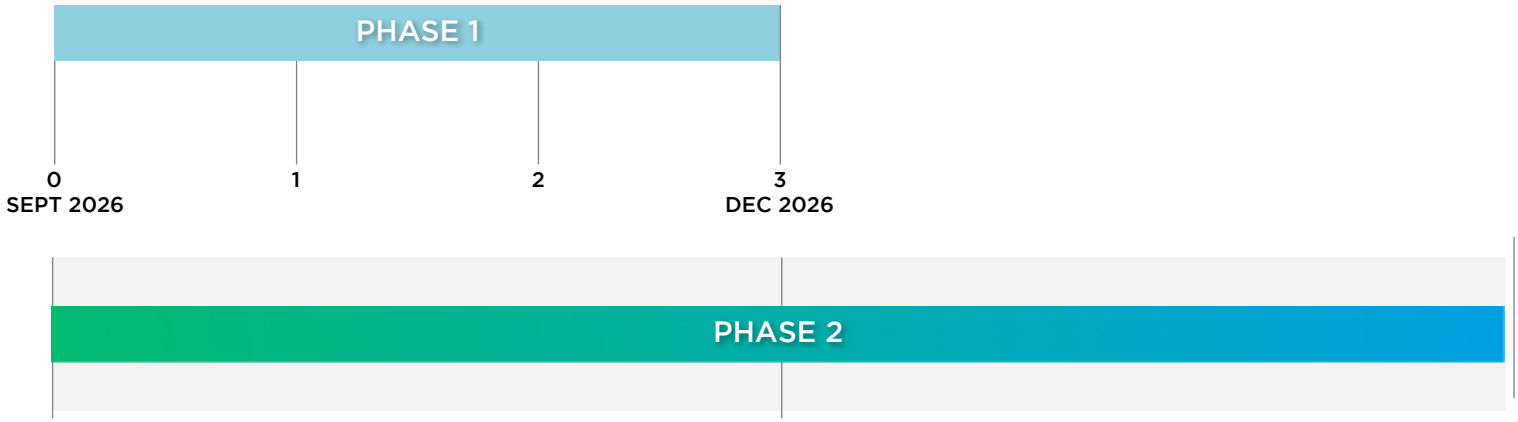
- **Create the Vision -** Assist in shaping the commercial revenue and monetization strategy for the LPGA Tour event including, but not limited to:
  - *Corporate Sponsorship:* Title Sponsor, Founding Partners, Community Partners, etc.
  - *Ticketing & Hospitality*
  - *Merchandise*
  - *Food & Beverage*
  - *Philanthropic & Fundraising*
- **Phased Approach -** The project team will work with the City across the following phases:

I. Phase I - Assess & Build (3 months) - Deliverables of the *feasibility analysis and valuation* include:

- Competitive Analysis & Benchmarking
- Inventory Database & Asset Identification
- Commercial Sales Strategy & Guidelines
- Monetization & Fundraising Strategy
- Philanthropy & community engagement
- Title sponsor outreach to "friendlies" (i.e., brands the project team has close relationships with that may be interested in the tournament naming rights opportunity)

II. Phase II - Implement & Execute (TBD - Optional) - IPG, Dunn Consulting Advisors, the City, Troon, Eventive Sports, and other key stakeholders will work collaboratively in developing a Phase 2 scope of work to execute the strategy built in Phase I that will be subject to future City approval:

- Naming rights opportunities
- Community & corporate sponsorships
- Food & Beverage monetization & operations
- Hospitality & premium experiences
- Philanthropy & community engagement
- Ticket sales
- Parking monetization & operations
- Merchandise sales
- Other ancillary revenue opportunities





PHASE I - ASSESS & BUILD

PROJECT KICKOFF

Dunn Consulting Advisors and Innovative Partnerships Group will host a project kickoff with the City Council-led Ad Hoc Committee that was established to pursue this opportunity. Troon and Eventive Sports will also participate in the meeting and property deep dive to ensure key stakeholder collaboration and preparation for an aligned Phase 2.

- **Property Deep Dive**
  - Understand the relationship between the City of Indian Wells and the LPGA Tour
  - Understand stakeholders involved and their responsibilities pertaining to the tournament
    - Understand relationship and scope of work for Troon and Eventive Sports
  - Understand the City's goals and vision for the tournament
  - Understand relevant background information around the new tournament (e.g., sponsorship portfolio, categories, inventory, etc.)
  - Understand the strengths and weaknesses of the existing Epson Tour Championship at Indian Wells as well as areas of opportunity with a more prestigious tour event.
  - Understand the tournament's brand positioning across the global landscape of women's sports and local landscape within the LPGA Tour schedule.
  - Align on available sponsorship inventory and opportunities (e.g., Title Sponsor, Founding Partners, Hospitality partners, B2B partners, Signage package, etc.)
  - Discuss high-value opportunities that could grow the value of partnership deals
- **Project Planning & Account Management**
  - Data Request List (e.g., event timeline, LPGA commercial handbook, LPGA Tour host guidelines)
  - Alignment of communication protocol and check-in meeting cadence

COMPETITIVE ANALYSIS & BENCHMARKING

We examine comparable properties to benchmark the market value of the tournament's partnership opportunities. We will examine across several segments including:

- **Region-Specific Analysis (e.g., Indian Wells, Coachella Valley, Southern California, etc.)** - Provide an overview of the sponsorship landscape in the local/regional market to understand deal values
- **Other Women's Sports Title Sponsor Naming Rights**
- **Other Like Properties** - Outline any notable sponsorship strategy case studies or deal terms which could be applicable to tournament or events similar to the Indian Wells LPGA event

PHASE I - ASSESS & BUILD

INVENTORY DATABASE & ASSET IDENTIFICATION

Build and catalog all sponsorable assets for the entire Indian Wells LPGA project.

- **Media Assets**
  - TV
  - Out of Home
  - Digital Media
  - Social Media
  - Print
  - Radio
  - Database Marketing
- **Non-Media Assets**
  - Event Marketing
  - Hospitality
  - Facility Rental
  - VIP Experiences
  - Merchandise
  - Giveaways
- **Programs and Platforms**
  - Corporate Social Responsibility (i.e., Community, Youth, Sustainability, etc.)
  - Human Capital
  - Business Development
  - Diversity, Equity, & Inclusion
  - Others TBD
- **Intellectual Property**
  - Title Sponsor
  - Founding Partner
  - Official Category Designation

IP & ASSET CREATION

In alignment with the City, ideate and develop new unique concepts, programs, platforms, IP, etc., that will grow the value of partnership opportunities for the tournament.

- **Tournament Positioning & Branding** - Develop and refine the tournament's brand positioning
- **Tournament Programming** - Build out the Indian Wells LPGA tournament programming, which may include activities during the week leading up to the tournament.
- **Create High-Value & Entitlement Assets**
  - Entitlement opportunities: VIP Areas, Lounges, Tents & Experiences
  - Branded Landmarks
  - Event Entitlements (e.g., Pro-Am)
  - On-Site Retail & Branded Concessions
  - Branded Activation Zones
- **Develop Hospitality Packages**
  - Corporate tents
  - Pro-am packages
  - VIP experiences
- If applicable, identify potential direct and indirect revenue opportunities within the tournament

PHASE I - ASSESS & BUILD

OPTIMAL COMMERCIAL SALES STRATEGY & ROADMAP

- **Partnership Hierarchy** - Propose a tiered partnership hierarchy for the tournament (e.g., Title Sponsor, Founding Partners, Official Partners, Hospitality Partners, etc.).
  - Leverage asset identification & creation processes to inform the optimal structure and number of partners at each level of the framework.
- **Partnership Packages & Rights Guidelines** - Create rights and benefits guidelines (e.g., key asset, exclusivity, and term thresholds) and sample packages that show the baseline assets that could be included for potential partners across each level of the partnership hierarchy.
- **Category Optimization** - Identify top categories and targets for tournament sponsors
- **Title Sponsor Package Valuation** - Analyze the comprehensive, total value of the title sponsorship opportunity, considering all exposure sources and value across asset classes (including contractual media and earned / incidental media exposure).
- **Contractually Obligated Income (COI) Analysis** - Project the COI (i.e., sponsorship revenue) the tournament would be able to generate across levels of the partnership hierarchy.
- **Commercial Sales Guidelines** - Outline step-by-step commercial sales process and go-to-market guidelines to ensure sales phase is executed in an efficient, organized manner.

MONETIZATION & FUNDRAISING PLAN

The project team will collaborate with the City on other venue revenue-generation strategies:

- *Ticket sales*
- *Premium hospitality sales*
- *On-site merchandise sales*
- *Food & beverage (concessions)*
- *Ancillary event revenue*

Note: Executing the strategies will be in the Phase II scope of work.

CIVIC-FOCUSED NONPROFIT & PHILANTHROPIC STRATEGY

One of the tournament's most significant long-term opportunities is expanding its impact throughout Indian Wells and the Coachella Valley through philanthropic initiatives. We will assist the City in developing a community engagement and philanthropic strategy that may include:

- Create charitable initiatives that generate revenue indirectly or directly from tournament activities.
- Develop strategic partnerships with established nonprofit organizations to produce meaningful event-week programming (e.g., women's leadership & empowerment initiatives, youth development programs, health & wellness activities, other community-impact events)
- Identify opportunities to establish a lasting charitable legacy that extends the tournament's impact well beyond competition week.
- Identify respected community leaders to serve on a Tournament Host Committee that helps advance fundraising efforts and community engagement.

Note: Executing the strategies will be in the Phase II scope of work.

PILOT TITLE SPONSOR OUTREACH

During Phase I, the project team can identify friendlies to target and pursue for the Title Sponsor opportunity.

PHASE II. IMPLEMENT & EXECUTE (OPTIONAL)



PHASE II. IMPLEMENT & EXECUTE (OPTIONAL)

After completing and delivering the Phase I Feasibility Analysis, the City can elect to utilize the services of IPG and Dunn Consulting, in collaboration with Troon and Eventive Sports to lead the go-to-market outreach in Phase II. All parties will work closely with the City and its stakeholders to develop a Phase 2 scope of work that will be subject to future City approval. Below are the capabilities the project team can provide during the execution phase in full collaboration with the City.

BUSINESS DEVELOPMENT SERVICES

The deal team will collaborate with the City and tournament sponsorship sales team on go-to-market efforts for *naming rights opportunities, community, and corporate sponsorships.*

- Integration of Phase I findings, insights, strategy, and action plan to guide process
- Our Partnership Solutions team member will serve as liaison to the City
  - Lead meetings for progress updates, pipeline reports, and other correspondence
- Finalize target prospect list with approvals from the City
- Development and periodic replenishment of target pipeline of qualified prospects, collaborating with City leadership and our extensive and global industry network
- Lead meetings and presentations with brands—utilizing go-to-market collateral developed in conjunction with the Creative Solutions team (see following page)
- Continue to identify and create new custom programs and platforms that can grow the overall value of partnership and other commercial opportunities
- Continue to refine the partnership packages
- Strategic advisory throughout negotiations and contract phases of sales process

MAXIMIZING VENUE REVENUE OPPORTUNITIES

Evaluate and optimize all venue-related revenue opportunities to improve financial performance while enhancing the guest experience:

- Food and beverage monetization and operations
- Hospitality and premium experiences
- Ticket sales
- Parking monetization and operations
- Merchandise sales
- Other ancillary revenue opportunities

PHILANTHROPIC STRATEGY EXECUTION

Execute the community engagement and philanthropic strategy, in partnership with the City, developed in Phase I.

VALUATION & CONSULTING SERVICES (AS NEEDED)

- **Asset Valuations & Other Analytics Support** - Justify partnership reach (i.e., impressions, consumer segments, demographics, etc.), outline any media and non-media asset values, and provide any other analytics and insights support as needed, to enhance overall proposal template/presentations or for specific prospect opportunities.

PHASE II. IMPLEMENT & EXECUTE (OPTIONAL)

SALES PROCESS | DRIVEN BY CAPTIVATING CREATIVE



CREATIVE SOLUTIONS

Our creative studio is integrated into the sales process from start to finish in order to evolve collateral, as needed, in collaboration with the client. Deliverables may include:

- **Digital Partner eBooks** - These digital brochures tell the partnership story and serve as stylized, easily shareable files to send to prospects.
- **Custom Concept Exploration & Development** - Leverage IP & Asset Creation process and sessions to create mockups of unique, customized partnership asset concepts for categories and select brands, which will then be integrated within sales collateral. Also develop branding for any programs or concepts ideated as part of IP & Asset Creation process.
- **Custom C-Level Presentation Template** - Build a baseline presentation template with custom concepts per category, which will allow IPG to easily "reskin" across brands.
- **Custom Sizzle Video for Outreach** - Potential to create custom sizzle video(s) for both targeting and selling phases that can be easily reskinned and scaled for prospects.

PROJECT TEAM



PROJECT TEAM - LEADERSHIP



Darryl Dunn - Darryl served as CEO & General Manager of the Rose Bowl Stadium from 1999 to 2022, leading all financial, operational, and strategic aspects of the historic venue. He spearheaded a $183 million renovation, negotiated thirty-year agreements with UCLA and the Tournament of Roses, and secured long-term partnerships with IMG and Legends. Under his leadership, the stadium hosted four College Football National Championship Games, Copa America matches, and major concerts including U2, Beyoncé, Taylor Swift, and BTS. Darryl also founded the Rose Bowl Legacy Foundation, raising over $70 million for capital improvements. He previously worked with the Lakers, Raiders, Clippers, and the 1994 World Cup Organizing Committee, and later served as Vice President, Project Development at Nations Group, advising universities on stadium renovations.



Paul Engl - Paul is Vice President of Partnerships at JMI Sports, joining in August 2024. He previously served as VP/GM of UCLA/Rose Bowl Sports Properties from 2011 to 2024, overseeing all corporate sponsorship deals across UCLA Athletics, the Rose Bowl Stadium, the UCLA Alumni Association, and UCLA Campus Life, reaching over 4 million annual impressions. During his tenure, he led his team in growing sponsorship revenues from $8 million to $20 million annually and oversaw more than $250 million in signed sponsorship contracts, including those with Wescom Credit Union and Coca-Cola. He also led sales and marketing for the Rose Bowl Stadium Centennial Campaign. Prior to UCLA, Paul worked as a Corporate Sales Executive for the Oakland Raiders. He holds a BS in Sports Administration from St. John's University and a Master's in Liberal Arts & Studies from Hollins University.



Jeff Marks - Jeff, CEO of Innovative Partnerships Group, has worked on 100+ stadium naming rights and business partnerships over his career. A few notable partnerships include: Mercedes-Benz Stadium in Atlanta, Globe Life Park in Arlington, TD Place in Ottawa, Kabam Field at California Memorial Stadium, and O.co Coliseum. Jeff also executed one of the largest jersey naming rights deals in MLS history with Atlanta United and American Family Insurance. Jeff is an active member of Young Presidents' Organization and its Sports & Entertainment Network.

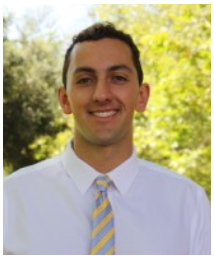


Sean Moran - Sean is a Partner at IPG, heading its Valuation & Consulting division. After a career in the accounting industry as a Certified Public Accountant, Sean has led the formation of the industry-leading Property Valua+or™ as this division within Innovative Partnerships Group has been responsible for valuations across numerous different industries. Sean has worked on stadium and jersey naming right valuations, in addition to professional leagues and mixed-use development projects.

PROJECT TEAM



Isabel Lapus - Isabel began her career with Innovative Partnerships Group as part of its first intern class and is now the Director of Valuation & Consulting. In this role she helps clients unlock the true value of their partnership offerings and maximize their revenue. Isabel is a recipient of the Sports Business Journal's 30 Under 30 award. Prior to joining Innovative Partnerships Group, Isabel gained experience at PricewaterhouseCoopers in their Deals and Corporate Finance Division. Isabel graduated from the University of California, Los Angeles with a Bachelor's degree in Economics.



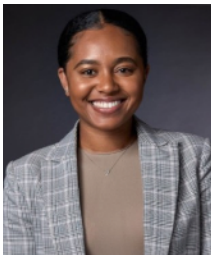
Jake Engelberg - Jake is in his second year as a Valuation & Consulting Analyst at Innovative Partnerships Group, focusing on sponsorship valuation and financial modeling across a range of property and brand clients. Prior to IPG, he interned with the Milwaukee Brewers in Baseball Operations and Business Analytics. Jake earned his Master of Engineering degree at UCLA in Data Science and AI, building on his bachelor's degree at Washington University in St. Louis in Economics and Computer Science with a minor in the Business of Sports.



Samantha Fahn - Samantha recently joined IPG as an Analyst. Prior to IPG, Samantha graduated *Magna Cum Laude* from the University of Miami with dual BBAs in Business Management and Finance, along with a BSED in Sports Administration. During her time at Miami, Samantha gained experience in the sports industry through interning with GSE Worldwide, a sports talent agency, and serving on the executive boards of the UMiami Sports Industry Conference Hosting Committee and USPORT. She also interned at RSM Global, where she developed skills across Marketing and Growth.



Krystal Jones - Krystal has over ten years of experience in professional sports, graphic design, illustration, and all aspects of creative marketing and brand development. During her decade-long tenure with the NBA's Oklahoma City Thunder, she directed player photo shoots, collaborated with various brands, and led her team to win over 30 ADDY awards.



Zoë Stanley - Prior to joining Innovative Partnerships Group as a Senior Manager on the Partnership Solutions team, Zoë worked in the partnerships department at several prestigious sports properties such as the Los Angeles Chargers, National Basketball Association, The Madison Square Garden Company, The Kia Forum, and REP1 Sports. Zoë earned her Bachelor's degree in Sport Management with a minor in Public Relations from St. John's University in Queens, NY, and her Master's degree in Sport Management from the University of San Francisco.



Oliver Chessen - Oliver joined Innovative Partnerships Group in 2023 as an intern while finishing college. He is now a Business Development Associate, leading partnership strategy across multiple client accounts. A graduate of Washington University in St. Louis, he received a major in American Studies (Track: Sports & Society) and minors in Sports Business and Legal Studies. He has previous partnership and event experience with the United States Golf Association (USGA), St. Louis Sports Commission, and Los Angeles Football Club (LAFC).

TERMS & INVESTMENT



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TERMS & INVESTMENT

PHASE I

- **Term: Three (3) Months**
  - Targeted start date: September 2026
- **Project Fee:** $75,000

PHASE II (Optional)

- **Term & Investment:**
  - Exact Phase II project resource allocation and deal team will inform Phase II monthly pricing; to be determined based on Phase I findings
  - Commission Fee for Title Sponsor: 15%
    - ***Note: To include discussions with friendlies in Phase 1 and/or Phase 2 outreach***

CONTACT INFORMATION

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INNOVATIVE
PARTNERSHIPS
GROUP

INDIAN WELLS CITY COUNCIL
August 25, 2026

To:	City Council
From:	City Manager Department
Prepared by:	Dr. Christopher Freeland, City Manager
Subject:	**Women's Tennis Association Finals 2026 Host City Sponsorship**

RECOMMENDED ACTIONS:

Council **APPROVES** the Host City Sponsorship between the City of Indian Wells and the Women's Tennis Association (WTA) for the 2026 WTA Finals to be held at the Indian Wells Tennis Garden**;** and

AUTHORIZES the City Manager to finalize and execute the sponsorship; and

APPROVES a $1,000,000 Supplemental Appropriation from the City's General Fund for the WTA sponsorship and marketing and activation opportunities to maximize the City's participation and visibility during tournament week, subject to the conditions outlined in the fiscal impact section of this staff report; and

FINDS the project to be exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3).

BACKGROUND:

The Women's Tennis Association (WTA) founded in 1973, selected Indian Wells as the host venue for the 2026 WTA Finals, the season-ending championship featuring the top eight singles players and doubles teams in professional women's tennis. The event will be taking place November 8-15, 2026, at the Indian Wells Tennis Garden in Stadium 2 and is expected to draw approximately 80,000 attendees throughout the event. The championship is expected to generate significant exposure for the city.

As part of attracting and supporting the tournament, the WTA submitted a Host City Partnership proposal that includes marketing, broadcast, venue activation, ticketing, and community engagement benefits for the City. Key components of the proposed sponsorship include designation as a Silver Partner of the WTA Finals, City branding throughout tournament broadcasts and venue signage, digital and social media

integrations, hospitality opportunities, resident ticket program, and promotional opportunities highlighting Indian Wells and its tourism assets.

The proposal (Attachment No. 1) was reviewed by the City's Finance Committee on August 6, 2026. Following discussion, the Finance Committee expressed strong support for the partnership and approved the concept of the agreement, subject to additional negotiations and clarification of several business terms. The revised terms are outlined in this staff report below.

The Committee stated its appreciation for the partnership opportunity and its belief that the event represents a unique opportunity to elevate the City's profile as a premier destination for sports tourism. They also expressed their support for a cost neutral sponsorship with the WTA as a means to show our appreciation to the WTA for bringing the WTA Finals to Indian Wells and to "roll out the red carpet" for athletes and sponsors. This level of sponsorship and the proposed additional funding is intended to exhibit Indian Wells' commitment to the WTA Finals, so that the WTA can consider Indian Wells for future tournaments.

The WTA Finals provides the City with significant international exposure through one of the premier events in women's sports. According to information provided by the WTA, its global broadcast network reaches more than 150 territories and generated a cumulative audience of approximately 745 million viewers across WTA events. Recent WTA Finals broadcasts averaged more than 37 million viewers globally. Additionally, WTA digital and social media platforms generated more than 3.1 billion impressions, 92 million engagements, 1.9 billion video views, and reached a global audience of approximately 12.4 million followers. Based on an independent evaluation of the sponsorship assets provided through the proposed agreement, the City would receive substantial measurable value through broadcast exposure, venue branding, hospitality benefits, and projected hotel stay activity. Information provided by the WTA and Visit Greater Palm Springs, media valuation data estimates the net value of the court surface branding at approximately $5.3 million and the value of the daily broadcast graphic at approximately $200,000. When evaluating only the $750,000 sponsorship commitment, the quantified value equates to approximately 6 times the sponsorship cost.

Staff notes that this evaluation reflects only the quantified benefits identified above and does not assign monetary value to several potentially significant but less measurable benefits, including enhanced international brand recognition, resident goodwill, future tourism promotion opportunities, community engagement, and the long-term value of hosting a premier global sporting event in Indian Wells. These metrics demonstrate substantial media value and worldwide visibility for the City of Indian Wells as the host destination.

Proposed Host City Partnership Benefits

Benefit Category	Description
Partner Designation	Designation as a **Silver Partner of the 2026 WTA Finals**, including rights to associate the City of Indian Wells with the event in approved marketing and promotional materials. Six tickets for City representatives to attend the player draw reception.
Marketing & Digital Media	Inclusion in WTA email communications, digital integrations across WTA channels, and social media exposure promoting Indian Wells as the event host city.
Broadcast Exposure	Daily broadcast graphic displayed on domestic and international tournament broadcasts, providing global visibility for the City throughout the event.
Venue Branding	"Indian Wells" displayed on the playing surface and recognition throughout the venue during the tournament.
Stadium Activations	Daily City welcome video, City welcome graphic, 30-second promotional advertisement during matches, and a designated "City of Indian Wells Residents' Day (November 10th)."
Ticket Benefits	Premium ticket allocations for City use during the tournament, , and access to key tournament events such as the official draw ceremony. • 12 - 200 level per day for the eight days of the tournament • 100 - 300 level tickets on Tuesday 10th (City of Indian Wells Residents' Day) • 20 - 300 level tickets for on all other days.
Community Engagement	Opportunities for local activations, community engagement programs, and partnerships with tourism and economic development stakeholders.

Estimated Conservative Tax Revenue Generated by the WTA Finals

The tournament is anticipated to generate significant economic activity within the City through admissions, lodging, dining, retail purchases, and visitor spending. WTA has already secured 1,500 room nights at Indian Wells hotels and anticipates another 1,500 or more additional room nights from visitors, sponsors, vendors, etc.

Revenue Source	Assumptions	Estimated City Revenue
Admissions Tax	Current projections estimate Admissions Tax revenue generated from tournament ticket sales.	**Approximately $600,000**

Transient Occupancy Tax (TOT)	Approximately 3,000 room nights at an average daily rate of $450. At the City's 12.25% TOT rate, taxable lodging revenue would total approximately $1.35 million.	**$165,375**
Sales Tax	Visitor spending associated with dining, shopping, transportation, and entertainment is expected to generate additional taxable sales. Based on conservative estimates, City sales tax revenues could range from $30,000 to $75,000.	**$30,000-$75,000**
Total Estimated Direct City Revenues	Admissions Tax, TOT, and estimated sales tax combined.	**Approximately $808,875-$853,875**

Staff believes the partnership aligns with the City's ongoing efforts to promote tourism, strengthen the local economy, and enhance Indian Wells' position as a world-class sports and hospitality destination.

Advisory Commission/Committee Recommendations:

The Finance Committee held a Special Meeting on August 6, 2026, and reviewed the proposed WTA Finals Host City partnership and recommended proceeding with the agreement subject to further evaluation of several business and operational components. These included sponsorship valuation, media and marketing exposure, admissions tax projections, partnership benefits, activation opportunities, and community ticketing programs. Following discussions with the WTA and related stakeholders, staff obtained the requested information, negotiated revisions to select partnership components, and incorporated feedback from the Committee into the proposed agreement presented for Council consideration.

The Finance Committee further recommended allocating up to $250,000 for future jointly approved marketing and activation opportunities designed to maximize the City's participation and visibility during tournament week and to further the City’s partnership with the WTA. This could include activations at the Indian Wells Golf Resort, banners along Hwy 111, marketing at the Palm Springs Airport, and much more.

The proposal for consideration meets the terms the Finance Committee sought and is recommended for approval.

CITY COUNCIL STRATEGIC GOALS:

The WTA Sponsorship supports the City Council's strategic goals related to:

- Seek out events to activate the tennis garden;

- Economic development and tourism promotion;
- Enhancement of the City's global brand recognition;
- Community engagement and resident participation opportunities; and
- Strategic partnerships that generate economic and community benefits.

OPTIONS:

The City Council May choose to:

1. Approve the WTA Finals Host City Sponsorship and authorize the City Manager to execute the sponsorship; or
2. Provide alternative direction too staff regarding sponsorship; or
3. Decline participation in the proposed sponsorship.

FISCAL IMPACT:

The proposed Host City Sponsorship Agreement establishes a City sponsorship contribution of $750,000, or the greater of the City's admissions tax revenue generated by the 2026 WTA Finals and the City's sponsorship contribution. This structure ties the City's sponsorship payment to the tournament's actual performance, ensuring the contribution scales with realized admissions tax revenue rather than remaining a fixed cost regardless of outcomes.

In addition to the sponsorship contribution, the Finance Committee recommended allocating up to $250,000 for collaborative marketing, branding, and activation opportunities designed to maximize the City's visibility and participation during tournament week.

Because funding for this sponsorship has not been budgeted in advance, staff recommend a supplemental appropriation of $1,000,000 from the City's General Fund to cover both the sponsorship contribution and the marketing and activation allocation.

Based on current revenue projections — including approximately $600,000 in Admissions Tax, $165,375 in Transient Occupancy Tax, and $30,000 to $75,000 in Sales Tax, for total estimated City revenue of approximately $808,875 to $853,875 generated by the tournament — the sponsorship contribution is expected to be substantially offset by new tax revenue generated by the event, resulting in a fiscal impact to the General Fund that is expected to be close to cost neutral

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

The action is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly; and that the action is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. (15061(b)(3).)

ATTACHMENTS:

1. WTA Sponsorship Proposal

ATTACHMENT #1

THE ULTIMATE STAGE AWAITS



WTA FINALS INDIAN WELLS

INDIAN WELLS CALIFORNIA

NOVEMBER 8-15 · INDIAN WELLS, CA

Partnership Opportunity

THE WTA FINALS

THE **BIGGEST STAGE** IN WOMEN'S SPORTS ACROSS ONE WEEK OF ELITE TENNIS

SEASON FINALE FEATURING ONLY THE TOP 8 SINGLES PLAYERS AND DOUBLES TEAMS

This is the marquee moment on the tennis calendar. The year-long battles around the world, across multiple surfaces result in the best of the best battling it out in the ultimate Final Showdown.

This is the stage where our best players compete against one another.
It brings fierce competitiveness and guarantees the biggest and best match-ups in tennis.



FOR THE FIRST TIME, THE WTA FINALS CHAMPION WILL BE CROWNED IN THE DESERT

This November the WTA Finals will arrive at Indian Wells, **bringing the season's top players and the highest-stakes competition in women's tennis** to one of the sports most iconic destinations.

Over eight days, a season played across six continents comes down to one champion, **crowned in the California desert.**



FOR BRANDS, THIS IS A RARE OPPORTUNITY TO TAKE CENTER STAGE AT A DEFINING MOMENT IN WOMEN'S SPORT.

THE WORLD WILL BE WATCHING

The WTA Finals will be distributed globally through the WTA's established network of broadcast and media partners, delivering reach across key international markets.

37M+ Average WTA Finals Cumulative Audience Over the Last Three Years (Linear + Digital)



GLOBAL DISTRIBUTION PARTNERS

ESPN · sky sports · TENNIS CHANNEL · DAZN · beIN · YOUKU · CANAL+ · Tencent 腾讯 · & MORE

GLOBAL MEDIA SCALE

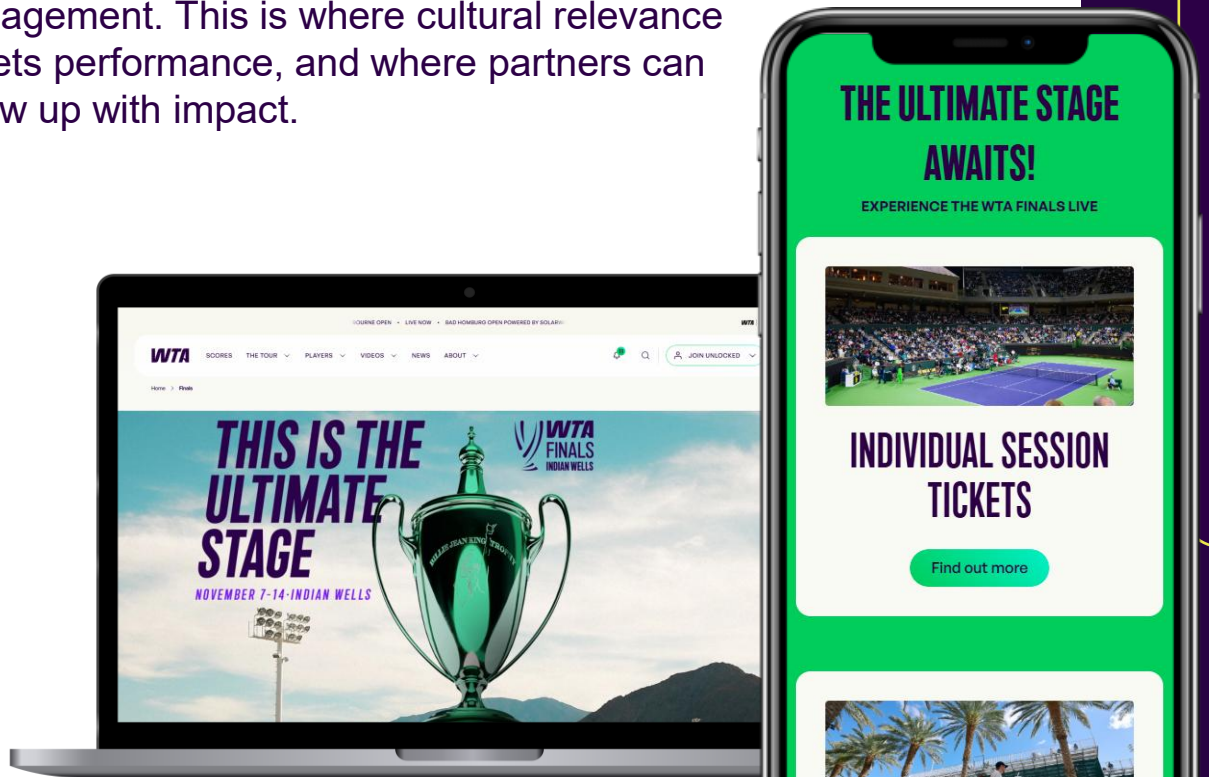
150+ Broadcast Territories

745M Total WTA Tour 2025 Linear and Digital Cumulative Audiences*

SOURCE: YouGov 2023 – 2025, YouGov 2025, provided July 2026
*Note Watch & Bet viewership excluded due to transition from tracking total sessions # to average audiences from 2026 to better align to other sports properties, new GSIQ methodology

A POWERFUL PLATFORM THAT BUILDS RELEVANCE & REACH

The WTA's digital platforms are the fastest growing across tennis and women's sports - turning always-on fan attention into measurable engagement. This is where cultural relevance meets performance, and where partners can show up with impact.



LOYAL AND ENGAGED FANS

FASTEST GROWING SPORT ON SOCIAL

12.4M Total Social Followers

+108% New Followers[1] (2023-YTD'26)

1.9B+ Video Views LTM

+50% Video Views LTM

ENGAGEMENT

3.1B+ Impressions Across Owned Channels LTM

92M Engagements across all social platforms LTM

239M+ Visits to WTATennis.com LTM

172M WTA App Page Views LTM

Sources: WTA owned platforms showing full year 2025.
As of June 2026: 10.0M Total Western: Instagram, YT, TT, Snap, X, FB; 2.4M Total Chinese: Weibo, Rednote, Douyin, WeChat Channels, WeChat OA
(1) Western channels only



PARTNERSHIP OPPORTUNITIES

HOW THIS PARTNERSHIP COMES TO LIFE

PARTNER DESIGNATION

Brand visibility across broadcast, media, official venue signage, and digital touchpoints, for the full eight days and leading up to the event.

ON-COURT PRESENCE



Courtside branding positions designed to deliver maximum in-stadium and broadcast exposure across every match.

ON-SITE ACTIVITIES



Create custom experiences to engage with spectators and/or guests.

PREMIUM TICKETS



Tickets to the WTA's crown jewel event, an eight-day season-ending finale

WTA FINALS INDIAN WELLS HOST CITY PARTNER

DESIGNATION/PARTNER IP

- Silver Partner of WTA Finals 2026
- WTA Finals 2026 IP Rights

BROADCAST

- Daily Broadcast Graphic on the domestically and internationally distributed broadcast feed (see illustration below)

STADIUM ACTIVATIONS

- "Indian Wells" text on the court surface
- Daily Mayor of Indian Wells Welcome Video
- Daily City of Indian Wells Welcome Graphic
- 30-second advertisement on giant arena screen per match
- One day designated as **"City of Indian Wells Residents' Day"** with stadium announcements and big screen acknowledgements

TICKETS

- Twelve (12) 200 Level Tickets per day
- Residents' Day Nov. 10: One hundred (100) 300 Level tickets; Twenty (20) 300 level all other days

MARKETING & DIGITAL MEDIA

- Email newsletter inclusion
- Digital integrations across WTA channels
- Social media integration



For illustrative purposes only, WTA will determine final design

THE GREATER OF $750K OR THE AMOUNT OF ADMISSIONS TAX COLLECTED


WTA
FINALS
INDIAN WELLS
THE ULTIMATE STAGE AWAITS
JOIN US IN THE DESERT THIS NOVEMBER



THANK YOU

WTA FINALS INDIAN WELLS

INDIAN WELLS CITY COUNCIL
August 25, 2026

To: City Council

From: Community Development Department

Prepared by: Jon Berg, Community Development Director; City Attorney's Office

Subject: **Ordinance Amending Sections 5.20.040, 5.20.080, and 5.20.220 of the Indian Wells Municipal Code to Authorize Restricted Short-Term Residential Rentals During Designated Special Events and Finding the Action to Be Exempt from the California Environmental Quality Act Under State CEQA Guidelines Sections 15061(b)(3) and 15301 and Public Resources Code Section 21084**

RECOMMENDED ACTIONS:

Council **INTRODUCES** Ordinance to be read by title only and with further reading waived, amending Sections 5.20.040, 5.20.080, and 5.20.220 of the Indian Wells Municipal Code to authorize the use of restricted short-term residential rental permits during additional special events designated by the City Council; and

FINDS that adoption of the amendments is exempt from the California Environmental Quality Act ("CEQA") under State CEQA Guidelines sections 15061(b)(3) and 15301 and Public Resources Code section 21084, and that none of the exceptions to the Class 1 categorical exemption identified in State CEQA Guidelines section 15300.2 apply.

BACKGROUND:

Chapter 5.20 of the Indian Wells Municipal Code regulates short-term residential rentals ("STRs") within the City.

As a general rule, Chapter 5.20 requires residential rentals to comply with the minimum rental duration established by Section 5.20.140. The Municipal Code also provides several exceptions under which shorter rental periods may be permitted.

One such exception is the restricted STR permit. Section 5.20.040(b)(2) currently provides that a person holding a restricted STR permit may operate a short-term residential rental only during the annual tennis tournament identified in Section 5.20.220. Section 5.20.220, in turn, permits a registered property to be rented for no fewer than seven consecutive nights during the period commencing one week before and ending

three days after the annual professional tennis tournament held at the Indian Wells Tennis Garden.

The existing provision has historically been applied to the BNP Paribas Open.

The Indian Wells Tennis Garden will now also host the 2026 WTA Finals from November 8 through November 15, 2026. In addition, Indian Wells hosts or may in the future host other significant special events, including professional golf events.

The current Municipal Code does not expressly address whether the restricted STR exception applies to a second professional tennis tournament or to other special events. Although an argument can be made that the existing reference to a professional tennis tournament held at the Indian Wells Tennis Garden is broad enough to encompass another professional tennis event, the existing provisions use language referring to "the annual" tournament "held each year." The existing language therefore does not provide the degree of clarity that staff recommend before property owners are authorized to advertise, contract for, and operate restricted STRs in connection with other events. Adoption of the Ordinance (Attachment 1) at the August 25 special meeting ensures that the amendments are in effect for the Council to designate the 2026 WTA Finals as an eligible special event.

DISCUSSION:

Existing BNP Paribas Open Exception Would Remain Automatic

The proposed amendments preserve the existing restricted STR exception for the annual professional tennis tournament at the Indian Wells Tennis Garden presently known as the BNP Paribas Open. No annual City Council action would be required for the BNP Paribas Open. The authorized rental period would continue to begin seven days before the tournament and end three days after its conclusion, and the existing seven-consecutive-night minimum stay would remain in effect.

This approach preserves the existing program and avoids the need for the City Council to take recurring administrative action each year for an event already contemplated by the Municipal Code.

City Council May Designate Additional Special Events

For other special events, the proposed amendments would authorize the City Council to designate an event by resolution or minute order.

The designation must identify:

- the special event;

- the scheduled dates of the event; and
- the authorized rental period during which restricted STR permits may be used, including any authorized days before or after the event.

As proposed, the authorized rental period may begin no earlier than seven days before the event and may end no later than three days after the event. This structure retains the existing outer limits associated with the BNP Paribas Open while giving the City Council discretion to approve a narrower rental window when appropriate for a particular event.

The proposed authority is not limited to tennis. It could be used for the WTA Finals, a professional golf tournament, or another special event that the City Council determines warrants a restricted STR exception.

Why the Amendments Use "Special Event"

The proposed amendments use the term "special event" rather than "tennis tournament" or "City-sponsored event."

Limiting the provision to tennis or to professional sporting events would unnecessarily prevent the City Council from considering other special events that may generate similar temporary lodging demand.

Council Designation Would Be Controlling

The proposed amendments do not require an event to be "City sponsored."

The meaning of "sponsored" could be uncertain. A special event might provide substantial economic and hospitality benefits to Indian Wells even though the City is not the event's financial sponsor, promoter, contractual partner, or organizer.

Instead, the City Council's designation itself would constitute the City's determination that the event qualifies as an eligible special event for purposes of Chapter 5.20.

This provides a simple and objective administrative rule: an additional event qualifies for the restricted STR exception if the City Council has designated it under Section 5.20.220.

Authorized Rental Periods

For a Council-designated special event, the Council would identify both the dates of the event and the authorized restricted-STR rental period.

The authorized rental period could include the event dates together with some or all of the seven days preceding the event and up to three days following the event.

The Council would not be required to authorize the full period for every event. For example, the Council could determine that a shorter special event warrants a shorter period of restricted STR availability.

This structure allows the Council to tailor the exception to anticipated lodging demand while retaining the existing seven-day-before and three-day-after limits as the maximum permissible window.

Website Posting Would Provide Notice But Would Not Determine Legality

Following City Council designation, staff would publish the event and authorized rental period on the City's website or other location customarily used to provide public information concerning STRs.

The proposed amendments make clear, however, that the City Council's action is the legal authorization. Website publication is for public notice and administrative convenience.

This distinction avoids uncertainty if publication is delayed, the website is temporarily unavailable, or a clerical error occurs in an online posting.

Transient Occupancy Tax Reporting

Section 5.20.080(b) currently requires a restricted STR permit holder to report and remit transient occupancy tax ("TOT") after the month in which "the annual, professional tennis tournament" occurs.

That language assumes there will be only one restricted-STR period each year.

Because the proposed amendments would allow restricted STR permits to be used during additional Council-designated events, staff recommend amending Section 5.20.080(b) at the same time.

As proposed, an owner operating under a restricted STR permit, or a managing agent acting on the owner's behalf, must report and remit TOT on or before the 30th day following each calendar month during which the restricted STR permit authorized operation under Section 5.20.220. A report would remain required even when no tax is due.

This change aligns the tax-reporting requirement with the expanded event structure and eliminates the existing reference to a single annual tennis tournament.

Other STR Requirements Remain Applicable

The proposed amendments do not create a general expansion of unrestricted STR operations.

A property operating under a restricted STR permit would remain subject to the requirements of Chapter 5.20, including applicable registration and permit requirements, the seven-consecutive-night minimum stay applicable to authorized event periods, occupancy limits, parking requirements, noise regulations, advertising requirements, recordkeeping requirements, TOT requirements, and enforcement provisions.

Outside an authorized rental period, a restricted permit would not authorize operation under the special event-exception.

2026 WTA FINALS

The WTA has announced that the 2026 WTA Finals will be held at the Indian Wells Tennis Garden from November 8 through November 15, 2026.

Because an ordinance typically does not take effect until 30 days after second reading and adoption, to ensure that the amendments are in place for the 2026 WTA Finals, staff recommends that the Council introduce and conduct first reading of the Ordinance at the August 25 special meeting, which will come back to the Council for second reading and adoption at the September 3 regular meeting, with the Ordinance taking effect in October prior to WTA Finals.

POLICY CONSIDERATIONS

The proposed amendments allow the City Council to consider restricted STR availability on an event-by-event basis rather than automatically extending the exception to every special event.

Potential benefits include additional lodging choices for visitors, participants, event personnel, and other attendees; increased utilization of existing residential properties during periods of heightened visitor demand; and additional TOT revenue that might otherwise accrue to lodging located outside the City.

At the same time, requiring affirmative City Council designation allows the Council to consider the nature, location, duration, anticipated attendance, neighborhood effects, lodging demand, and other circumstances of a particular special event before authorizing an additional restricted-STR period.

The proposed amendments therefore expand the City's flexibility while retaining Council control over when the exception applies.

FISCAL IMPACT:

The proposed amendments may result in additional TOT revenue from restricted short-term residential rentals during special events designated by the City Council.

The amount of additional revenue cannot be determined in advance because it will depend on the number and duration of future designated events, the number of participating restricted STR properties, rental rates, and occupancy.

No significant new administrative cost is anticipated beyond processing existing permit requirements, administering Council designations, publishing authorized event information, and collecting and auditing TOT in the ordinary course.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Staff has reviewed the proposed action in accordance with the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., and the State CEQA Guidelines, California Code of Regulations, title 14, section 15000 et seq.

Staff recommend that the City Council find that adoption of the amendments is exempt from CEQA on two independent grounds.

State CEQA Guidelines Section 15061(b)(3) — Common-Sense Exemption

State CEQA Guidelines section 15061(b)(3) provides that an activity is exempt where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

The proposed amendments modify only the limited periods during which existing residential properties that otherwise qualify to operate under Chapter 5.20 may operate under restricted STR permits.

The amendments do not authorize construction, physical alteration of a residence, increased residential density, new infrastructure, or modification of development standards. Restricted STR properties remain subject to the operational and enforcement requirements of Chapter 5.20.

Additional rental periods are not automatic. Except for the existing annual tennis tournament exception, the City Council must affirmatively designate each special event and establish the applicable rental period. The rental period may begin no earlier than seven days before the event and end no later than three days after it, and every rental remains subject to a minimum stay of seven consecutive nights.

For these reasons, staff recommend finding that it can be seen with certainty that the proposed action has no possibility of causing a significant effect on the environment and is exempt under State CEQA Guidelines section 15061(b)(3).

State CEQA Guidelines Section 15301 — Class 1, Existing Facilities

Staff also recommend that the City Council independently find the action categorically exempt under State CEQA Guidelines section 15301 and Public Resources Code section 21084.

Class 1 applies to the operation, permitting, leasing, licensing, and minor alteration of existing public or private structures or facilities involving negligible or no expansion of existing or former use.

The amendments regulate the permitting and operation of existing residential structures. The amendments authorize no physical expansion of those structures and no new residential development. Any additional transient occupancy authorized by the amendments is limited to discrete Council-designated special event periods and remains subject to existing STR permitting and operational requirements and a seven-consecutive-night minimum stay.

On that basis, staff recommends finding that adoption of the amendments involves, at most, a negligible expansion of an existing or former use and falls within the Class 1 categorical exemption.

Staff further recommend finding that none of the exceptions to the categorical exemptions identified in State CEQA Guidelines section 15300.2 apply. The amendments do not authorize physical development affecting sensitive environmental resources, scenic resources, hazardous-waste sites, or historical resources; no unusual circumstance creates a reasonable possibility of a significant environmental effect; and the limited additional rental periods do not create a significant cumulative environmental impact.

CONCLUSION:

The existing Municipal Code was drafted around a single annual professional tennis tournament and does not clearly address additional special events.

The proposed amendments preserve the existing BNP Paribas Open exception while establishing a clear process for the City Council to authorize restricted STR use during additional special events.

The amendments also update the related TOT-reporting requirement and establish that Council designation — not City sponsorship or website publication — is the operative act authorizing an additional event.

Staff recommended introduction of the Ordinance and finding that adoption of the amendments is exempt from CEQA under State CEQA Guidelines sections 15061(b)(3) and 15301 and Public Resources Code section 21084.

ATTACHMENTS:

1. Draft Ordinance
2. Redline/Strike of Code Amendments

Attachment 1
Ordinance with Exhibit "A" Clean Code Amendments

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF INDIAN WELLS AMENDING SECTIONS 5.20.040, 5.20.080, AND 5.20.220 OF THE INDIAN WELLS MUNICIPAL CODE TO AUTHORIZE RESTRICTED SHORT-TERM RESIDENTIAL RENTALS DURING DESIGNATED SPECIAL EVENTS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER STATE CEQA GUIDELINES SECTIONS 15061(b)(3) AND 15301 AND PUBLIC RESOURCES CODE SECTION 21084

WHEREAS, the City of Indian Wells, California ("City") is a municipal corporation duly organized under the Constitution and laws of the State of California; and

WHEREAS, the City has authority under Article XI, section 5 of the California Constitution and the City Charter to make and enforce ordinances and regulations with respect to municipal affairs; and

WHEREAS, Chapter 5.20 of the Indian Wells Municipal Code regulates short-term residential rentals within the City; and

WHEREAS, Section 5.20.040 currently authorizes the issuance of restricted short-term residential rental permits that may be used during the annual professional tennis tournament described in Section 5.20.220; and

WHEREAS, Section 5.20.220 currently permits an owner who has registered a property for operation as a short-term residential rental to rent the property for no fewer than seven consecutive nights during the period beginning one week before and ending three days after the annual professional tennis tournament held at the Indian Wells Tennis Garden; and

WHEREAS, the City Council desires to preserve that existing annual tennis tournament exception while also authorizing the City Council to designate additional special events during which restricted short-term residential rental permits may be used; and

WHEREAS, the City Council desires that each designation of an additional special event expressly identify the event and the period during which restricted short-term residential rentals may operate, subject to the limitations established by this Ordinance; and

WHEREAS, the City Council further desires to amend the transient occupancy tax reporting requirements applicable to restricted short-term residential rental permits so those requirements apply appropriately when more than one authorized event occurs during a year; and

WHEREAS, the amendments regulate the permitting and operation of existing residential structures and do not authorize construction, physical expansion of any residential structure, increased residential density, or development of new facilities or infrastructure; and

WHEREAS, any additional short-term residential rental activity authorized by this Ordinance is limited to properties that are otherwise eligible to operate under Chapter 5.20, remains subject to

the operational and enforcement requirements of Chapter 5.20, requires a minimum stay of seven consecutive nights, and may occur only during discrete periods associated with special events affirmatively designated by the City Council; and

WHEREAS, on September 3, 2026, the City Council held a duly noticed public hearing regarding this Ordinance and considered all oral and written testimony, the staff report, and the other information in the administrative record; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIAN WELLS DOES ORDAIN AS FOLLOWS:

Section 1. Recitals.

The recitals above are true and correct and are incorporated into this Ordinance by this reference.

Section 2. California Environmental Quality Act.

The City Council finds that the action to adopt this Ordinance is exempt from the California Environmental Quality Act ("CEQA") on each of the following independent grounds:

A. Common-Sense Exemption. The action is exempt under State CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment. The Ordinance modifies only the limited periods during which existing residential properties that otherwise comply with Chapter 5.20 of the Indian Wells Municipal Code may operate under restricted short-term residential rental permits. The Ordinance does not authorize construction or other physical development, increase residential density, modify development standards, or exempt any property or rental activity from the other operational and enforcement requirements of Chapter 5.20.

B. Class 1 Categorical Exemption — Existing Facilities. The action is also categorically exempt under State CEQA Guidelines section 15301 and Public Resources Code section 21084 because it regulates the permitting, leasing, licensing, and operation of existing private residential structures and involves, at most, a negligible expansion of an existing or former use. Any additional rental activity authorized by the Ordinance is limited to existing residences that otherwise qualify to operate under Chapter 5.20, is limited to discrete periods associated with special events designated by the City Council, and remains subject to the seven-consecutive-night minimum stay and all other applicable operational requirements.

The City Council further finds, based on the record before it, that none of the exceptions to the Class 1 categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The action does not authorize physical changes to any property, does not authorize new construction, does not affect scenic or historical resources, does not authorize activity on a hazardous-waste site, and does not present unusual circumstances creating a reasonable possibility of a significant environmental effect. The limited and temporary additional rental periods authorized by the Ordinance also do not create a significant cumulative environmental impact.

Each exemption stated above independently supports the City Council's determination that no further environmental review is required under CEQA.

Section 3. Amendment to Section 5.20.040.

Section 5.20.040(b)(2) of the Indian Wells Municipal Code is amended to read as set forth in Exhibit "A," attached to and incorporated into this Ordinance by this reference. All other provisions of Section 5.20.040 remain unchanged.

Section 4. Amendment to Section 5.20.080.

Section 5.20.080(b) of the Indian Wells Municipal Code is amended to read as set forth in Exhibit "A," attached to and incorporated into this Ordinance by this reference. All other provisions of Section 5.20.080 remain unchanged.

Section 5. Amendment to Section 5.20.220.

Section 5.20.220 of the Indian Wells Municipal Code is amended in its entirety to read as set forth in Exhibit "A," attached to and incorporated into this Ordinance by this reference.

Section 6. Administrative Publication of Designated Events.

Following City Council designation of an additional special event under Section 5.20.220, City staff will publish the designated event and authorized rental period on the City's website or other location customarily used by the City to provide public information concerning short-term residential rentals. Failure to publish, or any error or delay in publication, does not invalidate a designation properly approved by the City Council.

Section 7. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, that decision does not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, and portion regardless of whether any one or more sections, subsections, sentences, clauses, phrases, or portions are declared invalid or unconstitutional.

Section 8. Effective Date.

This Ordinance takes effect 30 days after its adoption.

Section 9. Publication and Certification.

The City Clerk is directed to certify to the adoption of this Ordinance and cause this Ordinance or a summary of it to be published or posted as required by law.

Section 10. Custodian of Records.

The custodian of records for this Ordinance is the City Clerk. The records comprising the administrative record are maintained by the City at 44-950 Eldorado Drive, Indian Wells, California

92210.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Indian Wells, California, at a regular meeting held on the ___ day of October 2026.

_____
DR. TOPER TAYLOR
MAYOR

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF INDIAN WELLS)

CERTIFICATION FOR ORDINANCE NO. _____

I, Angelica Avila, City Clerk of the City Council of the City of Indian Wells, California, **DO HEREBY CERTIFY** that Ordinance No. ____, the reading in full thereof unanimously waived, was duly passed and adopted at a regular meeting of the City Council held on the _____ day of _____ 2026, and said Ordinance was passed and adopted by the following vote:

AYES:
NOES:

and was thereafter on said day signed by the Mayor of said City of Indian Wells.

ATTEST:

_____
ANGELICA AVILA
CITY CLERK

APPROVED AS TO FORM:

_____
TODD LEISHMAN FOR
BEST, BEST, & KRIEGER LLP
CITY ATTORNEY

EXHIBIT "A"

CODE AMENDMENTS

1. Section 5.20.040 — Business license and short-term residential rental permit

Subsection (b)(2) of Section 5.20.040 is hereby amended to read in its entirety as follows:

> (2) Restricted Short-Term Residential Rental Permit. A restricted short-term residential rental permit may be granted to a person not operating under Section 5.20.190, 5.20.200, or 5.20.210 of this Chapter. A person operating under a restricted short-term residential rental permit may operate a short-term residential rental only during an authorized rental period established under Section 5.20.220 and is subject to the seven-consecutive-night minimum stay requirement set forth in that Section.

All other provisions of Section 5.20.040 remain unchanged.

2. Section 5.20.080 — Transient occupancy tax

Subsection (b) of Section 5.20.080 is hereby amended to read in its entirety as follows:

> (b) Restricted Short-Term Residential Rental Permit Holders. An owner operating under a restricted short-term residential rental permit, or a managing agent acting on the owner's behalf, must report and remit transient occupancy tax to the City, even if a zero balance exists for the reporting period, on or before the 30th day following the end of each calendar month during which the restricted short-term residential rental permit authorized operation under Section 5.20.220, on a form prepared by the City or in a manner otherwise acceptable to the City.

All other provisions of Section 5.20.080 remain unchanged.

3. Section 5.20.220 — Special-event exception

Section 5.20.220 is hereby amended to read in its entirety as follows:

> **§ 5.20.220. Special-event exception.**
>
> (a) **BNP Paribas.** Annual Indian Wells Tennis Garden Tournament. An owner who registers a property for operation as a short-term residential rental under Section 5.20.050 may rent the property for a period of no

fewer than seven consecutive nights during the period commencing seven days before and ending three days after the conclusion of the annual professional tennis tournament held at the Indian Wells Tennis Garden that, as of 2026, is known as the BNP Paribas Open. That period constitutes an authorized rental period for purposes of this Chapter without further action by the City Council.

(b) **Additional special events.** The City Council may, by resolution or minute order, designate an additional special event held within the City for purposes of this Section. A designation must:

(1) Identify the special event;

(2) Identify the scheduled dates of the event; and

(3) Establish the authorized rental period during which restricted short-term residential rental permits may be used, including any authorized days before or after the event. An authorized rental period established under this subsection may commence no earlier than seven days before the scheduled beginning of the special event and may end no later than three days after its scheduled conclusion.

(c) **Minimum Stay.** A rental authorized under this Section must be for no fewer than seven consecutive nights.

(d) **Effect of Designation.** A City Council designation under subsection (b) constitutes the City's determination that the designated event qualifies as a special event for purposes of this Chapter. No additional finding or administrative determination that the event is sponsored, endorsed, promoted, or financially supported by the City is required.

(e) **Public Notice.** Following a designation under subsection (b), the City will publish the designated event and authorized rental period on the City's website or other location customarily used to provide public information concerning short-term residential rentals. Publication is for public notice and administrative convenience and is not a condition to the validity of a designation approved by the City Council.

Attachment 2

REDLINE / STRIKEOUT OF CODE AMENDMENTS

Key: ~~deleted text~~; added text

Section 5.20.040 — Business license and short-term residential rental permit

* * *

(2) Restricted Short-Term Residential Rental Permit. A restricted short-term residential rental permit may be granted to a person not operating ~~pursuant to~~under Section 5.20.190, 5.20.200, or 5.20.210 of this Chapter. ~~Such~~A person operating under a restricted short-term residential rental permit may ~~only operate a short-term residential rental during the annual tennis tournament held each year pursuant to Section 5.20.220 of this Chapter, and~~ operate a short-term residential rental only during an authorized rental period established under Section 5.20.220 and is subject to the ~~seven night~~seven-consecutive-night minimum stay requirement set forth in that Section.

Section 5.20.080 — Transient occupancy tax

* * *

(b) Restricted Short-Term Residential Rental Permit Holders. ~~The~~An owner operating under a restricted short-term residential rental permit, or a managing agent acting on the owner's behalf, ~~shall~~must report and remit ~~TOT~~transient occupancy tax to the City, even if a zero balance exists for the reporting period, on or before the 30th day following the end of ~~the month in which the annual, professional tennis tournament is held~~ each calendar month during which the restricted short-term residential rental permit authorized operation under Section 5.20.220, on a form prepared by the City or in a manner otherwise acceptable to the City.

§ 5.20.220. ~~Tennis tournament~~ Special-event exception.

~~An owner who registers a property for operation as a short-term residential rental pursuant to Section 5.20.050 may rent the property for a period of no less than seven consecutive~~

~~nights during the period commencing one week preceding and ending three days after conclusion of the annual professional tennis tournament held each year at the Indian Wells Tennis Garden.~~

(a) **BNP Paribas.** An owner who registers a property for operation as a short-term residential rental under Section 5.20.050 may rent the property for a period of no fewer than seven consecutive nights during the period commencing seven days before and ending three days after the conclusion of the annual professional tennis tournament held at the Indian Wells Tennis Garden that, as of 2026, is known as the BNP Paribas Open. That period constitutes an authorized rental period for purposes of this Chapter without further action by the City Council.

(b) **Additional special events.** The City Council may, by resolution or minute order, designate an additional special event held within the City for purposes of this Section. A designation must:

1. Identify the special event;

2. Identify the scheduled dates of the event; and

3. Establish the authorized rental period during which restricted short-term residential rental permits may be used, including any authorized days before or after the event.

An authorized rental period established under this subsection may commence no earlier than seven days before the scheduled beginning of the special event and may end no later than three days after its scheduled conclusion.

(c) Minimum Stay. A rental authorized under this Section must be for no fewer than seven consecutive nights.

(d) Effect of Designation. A City Council designation under subsection (b) constitutes the City's determination that the designated event qualifies as a special event for purposes of this Chapter. No additional finding or administrative determination that the event is sponsored, endorsed, promoted, or financially supported by the City is required.

(e) Public Notice. Following a designation under subsection (b), the City will publish the designated event and authorized rental period on the City's website or other location customarily used to provide public information concerning short-term residential rentals. Publication is for public notice and administrative convenience and is not a condition to the validity of a designation approved by the City Council.