

FOURTH AMENDMENT TO SUNLINE JOINT POWERS TRANSPORTATION AGENCY AGREEMENT

This Fourth Amendment to SunLine Joint Powers Transportation Agency Agreement ("Fourth Amendment") is entered into by and between the COUNTY OF RIVERSIDE, the CITY OF COACHELLA, the CITY OF INDIO, the CITY OF LA QUINTA, the CITY OF INDIAN WELLS, the CITY OF PALM DESERT, the CITY OF RANCHO MIRAGE, the CITY OF PALM SPRINGS, the CITY OF CATHEDRAL CITY, and the CITY OF DESERT HOT SPRINGS (collectively, the "Parties"), and any other public agencies which subsequently becomes parties to the Agreement. This Fourth Amendment is made and entered into on the date last executed by the Parties hereto.

RECITALS

A. SunLine Transit Agency is a joint powers agency established by the SunLine Joint Powers Transportation Agency Agreement (the "Agreement") on or about May 20, 1977.

B. The first amendment to the Agreement was approved on or about June 11, 1991, and a second amendment to the Agreement was approved on or about March 31, 1992. A third amendment to the Agreement was prepared in 2013 and all necessary signatures were obtained in 2016.

C. A previous version of this Fourth Amendment was prepared and circulated to the member agencies for approval earlier this year, but the Fourth Amendment was not unanimously approved by the member agencies.

C. This revised Fourth Amendment amends the Agreement to include specific authority for the Board of Directors to receive compensation for attendance at Board and committee meetings consistent with State law, and ratifies previous payments made to the Board of Directors.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Fourth Amendment which modifies and amends the Agreement as follows:

1. AMENDMENT.

1.1 Section 2 (Authority) is amended to read as follows:

"Pursuant to Section 6500 et seq., of the California Government Code there is hereby created a public entity to be known as "SUNLINE", a public entity separate and apart from the individual parties to this Agreement. Pursuant to Section 6509 of the California Government Code, the laws of the State of California applicable to cities organized under a charter, shall govern SUNLINE in the matter of exercising its powers, subject, however to such restrictions as are applicable to charter cities in the manner of exercising such powers, as required by Government Code Section 6509."

1.2 Section 3 (Board of Directors), paragraph E (Meetings) is amended to add a new subparagraph 3, to read as follows:

“3) Compensation

The Board may, by resolution, provide Board members a stipend for attendance at Board meetings and subcommittee meetings. Notwithstanding Section 2 of this Agreement, the maximum stipend a Board member may receive shall be consistent with the limitations on compensation for service on a commission, committee, board, authority, or similar body applicable to general law cities in Government Code section 36516(c), as such section may be amended from time to time.”

2. RATIFICATION OF PAST PAYMENTS. The parties hereby ratify all payments that have been made by the Agency to the Board of Directors as compensation for attendance at Board meetings and subcommittee meetings.

3. GENERAL PROVISIONS.

3.1 Remainder Unchanged. Except as specifically modified and amended in this Fourth Amendment, the Agreement, as amended, remains in full force and effect and binding upon the parties.

3.2 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Fourth Amendment.

3.3 References. All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Fourth Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Fourth Amendment.

3.4 Counterparts. This Fourth Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement on the date and year first written above.

CITY OF DESERT HOT SPRINGS

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF PALM SPRINGS

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF PALM DESERT

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF INDIO

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF COACHELLA

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF LA QUINTA

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF INDIAN WELLS

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF RANCHO MIRAGE

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

CITY OF CATHEDRAL CITY

Dated: _____

By: _____

Name: _____

Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

Dated: _____

COUNTY OF RIVERSIDE

By: _____

ATTEST:

_____,

APPROVED AS TO FORM

