



CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 7, 2016 CONSENT CALENDAR
SUBJECT: AMENDMENT TO SUNLINE JOINT-POWERS TRANSPORTATION
AGENCY AGREEMENT
FROM: DAVID H. READY, CITY MANAGER
BY: OFFICE OF THE CITY CLERK

SUMMARY

The City Council will consider the approval of the fourth amendment to the Joint Powers Agreement for SunLine that would allow Board members to be paid a stipend for meeting attendance not to exceed \$150.00 per month.

RECOMMENDATION:

1. Approve Amendment No. 4 to Agreement No. A1281 for the SunLine Joint-Powers Transportation Agreement.
2. Authorize the City Manager to execute Amendment No. 4.
3. Adopt FPPC Form 806, authorize the City Manager to prepare and execute FPPC Form 806 *Public Official Appointments*, and direct the City Clerk to post on the City's website, if SunLine approves the payment of a stipend.

STAFF ANALYSIS:

In May, 1977, the County of Riverside and the incorporated cities in the Coachella Valley entered into the SunLine Joint-Powers Transportation Agency Agreement in order to collectively provide a public transportation system in the Coachella Valley. Since that time, the agreement was amended twice in the early 1990s related to taxicab regulations, and a third amendment was promulgated in 2013 to eliminate weighted voting but that third amendment is still in the process of being approved by the member agencies.

On May 25, 2016, the SunLine Transit Agency Board of directors directed its staff to prepare a proposed fourth amendment to the agreement to specify that the Board of Directors may receive compensation for their attendance at Board meetings and Board

Subcommittee meetings. As a Joint-Powers Agency that includes the County, charter cities and general law cities, SunLine may pay compensation to its Board members consistent with the law applicable to its member agencies. The law places no limits on the compensation to members of the Board of Supervisors and City Council members in charter cities, but general law cities are subject to the limitations in Government Code Section 36516. SunLine has required that the agreement be revised to specifically authorize the Board members to receive stipends for their attendance at meetings consistent with the limitations applicable to general law cities.

The amount of such stipends will be set by resolution of the SunLine Board and will be paid from SunLine Transit Agency funds. The amendment provides a maximum allowable stipend amount of \$150 per month.

This contract is with a public entity and exempt from the certification requirements of non-discrimination in contracting pursuant to newly enacted Ordinance No. 1896.

Councilmember Foat is the City's representative to the SunLine Board of Directors, and Councilmember Kors is the City's alternate representative.

The FPPC amended § 18705.5 of the Regulations to authorize public officials to vote on their own appointments to compensated positions on various regional boards and commissions. However, before a public official may participate in a decision or vote to appoint themselves to a compensation position, § 18705.5 requires a new Form 806, as developed by the FPPC, be adopted by the City Council, filed and posted on the website.

FISCAL IMPACT:

There is no direct, fiscal impact to the City of Palm Springs by approving this Fourth Amendment. Any stipend approved, by the Sunline Board, will be paid from SunLine Transit Agency funds.



JAMES THOMPSON, CITY CLERK



DAVID H. READY, CITY MANAGER

Attachments:
Proposed Amendment No. 4

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 but SunLine is still in the process of obtaining all of the required signatures for that third amendment.

C. The Parties desire to enter into this Fourth Amendment to revise 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.

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**. 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, provided that the maximum stipend a Board member may receive shall be one hundred fifty dollars (\$150) per month 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), or such other amount as may be applicable to general law cities or joint powers agencies in the future."

2. GENERAL PROVISIONS.

2.1 **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.

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

2.3 **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.

2.4 **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