

AMENDMENT NO. 1
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE ELK GROVE – RANCHO CORDOVA – EL DORADO
CONNECTOR AUTHORITY

The Joint Exercise of Powers Agreement establishing the Elk Grove – Rancho Cordova – El Dorado Connector Authority (commonly known as the Capital SouthEast Connector JPA”), dated December 12, 2006 (the “Agreement”), by and among the City of Elk Grove, the County of Sacramento, the City of Rancho Cordova, the City of Folsom, and the County of El Dorado (collectively the “Members”), is amended effective on the last date executed by all parties, as follows:

1. Section 3 of the Agreement, titled “Term and Termination,” is amended to read as follows: This Agreement shall be effective as of the date first written above. It shall remain in effect until (a) the purpose stated in Section 1 of the Agreement is fully accomplished; (b) until terminated by vote of a majority of the Members then participating; or (c) automatically upon the withdrawal of a majority of its Members. The Agreement may not be terminated if: (i) all bonds and other instruments of indebtedness issued by the Authority, if any, have not been paid in full or provision has not been made for payment in full; or (ii) all outstanding obligations and liabilities of the Authority have not been paid in full or provision has not been made for payment in full.

Notwithstanding the foregoing, any Member may withdraw its membership from the Authority upon 10 days written notice to each Member so long as no bonds or other instruments of indebtedness have been consented to by the Member under Section 7.c. which have not been paid in full or provisions have not been made for full payment, and provided that the Member has not received proceeds from bonds issued by the Authority for the Connector Project which have not been paid in full or for which there is no provision for full payment.

2. Section 7.a. of the Agreement is amended to read as follows:

“The affirmative vote of at least four directors is required to exercise the powers of eminent domain and to amend the Functional Guidelines referenced in Section 1 of this Agreement. The Board will not exercise its power of eminent domain within the jurisdiction of a Member without that affected Member’s governing body’s prior consideration and concurrence.”

3. The Agreement is amended to add a new Section 7.c., which shall read as follows:

“No vote shall be taken by the Board which shall impose an enforceable financial obligation upon a Member unless that Member’s governing body first considers and expressly agrees to assume that cost or financial obligation.”

4. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 1 may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have entered into this Amendment effective on the date first above written.

COUNTY OF EL DORADO

Dated: _____

By: _____

Attest:

Clerk, Board of Supervisors

COUNTY OF SACRAMENTO

Dated: _____

By: _____

Attest:

Clerk, Board of Supervisors

CITY OF ELK GROVE

Dated: _____

By: _____

Approved as to Form:

City Attorney

CITY OF FOLSOM

Dated: _____

By: _____

Approved as to Form:

City Attorney

CITY OF RANCHO CORDOVA

Dated: _____

By: _____

Attest:

Approved as to Form:

City Clerk

City Attorney