

MARKED TO SHOW CHANGES FROM ORIGINAL JPA AGREEMENT  
AND ALL AMENDMENTS THERETO

AMENDED AND RESTATED JOINT POWERS AGREEMENT  
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR  
JOINT POWERS AUTHORITY~~FOR THE ACQUISITION AND PRESERVATION OF THE  
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY~~

This Agreement is entered into as of [\_\_\_\_], 2025, by and between Sacramento Regional Transit District, a public corporation ("District"), County of Sacramento and County of El Dorado, political subdivisions of the State of California ("Counties"), and City of Folsom and City of Rancho Cordova, ~~a municipal corporation~~ corporations organized and existing under the laws of the State of California ("~~City~~Cities").

RECITALS

~~a1.~~ Effective October 8, 1991, District, Counties and City of Folsom entered into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad Right-of-Way (the "Original JPA Agreement") creating the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Authority") for the purpose of acquiring Southern Pacific Transportation Company's Placerville Branch railroad right-of-way (the "Placerville Branch") and providing reciprocal use agreements for transportation and transportation preservation uses as desired by the agencies.

b. The Authority acquired the Placerville Branch on September 6, 1996.

c. The parties to the Original JPA Agreement now desire to include the City of Rancho Cordova as a member agency and make certain other changes to the Agreement.

d. District, Counties and ~~Cities~~ City have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.

~~2e.~~ District, Counties and ~~Cities~~ City have determined that the public interest will be served by the continued joint exercise of these powers through this Agreement and the Authority to preserve the Placerville Branch as a transportation corridor and coordinating other lawful uses thereof by the member agencies~~creation of a joint powers authority to acquire the Southern Pacific Transportation Company's Placerville Branch to preserve this right of way as a transportation corridor and for any other lawful purpose serving the agencies respective jurisdictions and spheres of influence.~~

f. District, Counties and ~~Cities~~ intend that this Agreement shall supersede and replace the Original JPA Agreement and all amendments thereto.

## AGREEMENT

### 31. Authority and Purpose

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to District, Counties and ~~City~~Cities. The purpose of this Agreement is to provide for the ~~acquisition of Southern Pacific Transportation Company's~~ ownership and coordination of public uses of the Placerville Branch ~~("Placerville Branch")~~, and to provide for such reciprocal use agreements ~~for transportation and transportation preservation uses and multijurisdictional use agreements~~ as may be desired by the member agencies ~~through the creation of a joint powers authority~~. The Placerville Branch and its approximate location; ~~distance and width~~ is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

### 42. ~~Creation~~ Continuation of Authority and Jurisdiction

~~There is hereby created~~ The parties hereto hereby amend and restate the Original JPA Agreement that created the Sacramento-Placerville Transportation Corridor ~~("SPTC")~~ Joint Powers Authority ("Authority") a public entity separate from District, Counties, and ~~City~~Cities, whose jurisdiction is as shown and depicted in Exhibit A.

### 53. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until ~~the purposes stated in paragraph 3 are fully accomplished unless sooner~~ terminated in the manner specified in paragraph ~~12~~ 10, or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

### 64. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 31, including but not limited to the following:

#### A. Administration

- 1) to secure administrative furnishings;
- 2) to contract for or employ administrative, technical, and support staff;
- 3) to lease acquire and dispose of materials, supplies, and insurance of all types to effect or facilitate achievement of the Authority's purpose;
- 4) to approve the annual budget;
- 5) all powers incidental to the above.

B. ~~Placerville Branch Acquisition~~ Acquisition of Real Property

- 1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of ~~the Placerville Branch~~ real property in accordance with the laws of California pertaining to eminent domain;
- 2) to contract for or employ staff to conduct engineering studies and surveys; to prepare environmental reports pertaining to toxic and hazardous wastes and substances; and to prepare title reports and litigation guarantees;
- 3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;
- 4) to lease, acquire or dispose of materials, supplies, and insurance of all types to effect or facilitate the acquisition of ~~the Placerville Branch~~ real property;
- 5) all powers incidental to the foregoing.

C. Financing

- 1) to accept, hold, invest (pursuant to section 6509.5 of the Law) manage, and expend monies for any legal purpose ~~administrative purposes and for acquisition of the Placerville Branch~~;
- 2) to negotiate and enter into reimbursement agreements when monies ~~to acquire one or more segments of the Placerville Branch~~ are advanced;
- 3) to order formation of an assessment or special tax district;
- 4) to authorize the sale of bonds;
- 5) to make a financial commitment;
- 6) all powers incidental to the foregoing.

D. Reciprocal Use Agreements

- 1) to negotiate and enter into reciprocal use agreements between the ~~agencies~~ parties related to one or more segments of the Placerville Branch;
- 2) all powers incidental to the foregoing.

~~75.~~ Duties

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- A. to retain legal counsel for all Authority business, including litigation;
- B. to secure liability and errors and omission insurance, if available at a reasonable cost as determined by the Governing Board;
- C. ~~to develop a formula for cost allocation among the agencies for acquisition costs and related expenses that may be incurred to purchase the Placerville Branch;~~
- D. ~~to determine the amount of start-up and ongoing funding required by the Authority;~~
- E. ~~to approve, within three (3) months after retention of legal counsel, a memorandum of understanding between the Authority and each member agency addressing the following matters: 1) pursuant to California Government Code section 895.4, the extent to which and circumstances under which a party to this Agreement is entitled to contribution or indemnification from the other parties to this agreement for any liability arising out of the performance of this Agreement, and 2) the methodology described in subparagraph c. above and the manner in which title to real and personal property will vest in the Authority, including provision for reversion of title to the Placerville Branch or segments of the Branch to a member agency upon termination of this Agreement or withdrawal of the member from the Authority as provided in paragraph 12.~~

## 86. Administration

### A. Governing Board -- Membership

- (1) ~~Voting Members~~Directors and Alternates. The Authority shall be administered by a board of directors ("Board"), consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate (for each County) shall be current members of the Counties' Boards of Supervisors; and one director and alternate (for each City) shall be current members of the Cities' City Councils.
- (2) General. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. References in this Agreement to actions of directors includes the actions of alternates serving as directors in accordance with the foregoing sentence. ~~The four directors so appointed shall appoint the fifth director and alternate, who shall be~~

~~public members at large serving for a fixed term of such duration as is provided by the Board at the time of appointment.~~ Each of the above directors is authorized to vote on any matter properly before the Board.

~~(2) Non-Voting Member. In addition to the five (5) voting members enumerated in subparagraph (1) above, the District 3 Director of the California Department of Transportation shall serve as an ex-officio and non-voting member of the Board.~~

## B. Meetings

- 1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.
- 2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.
- 3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).
- 4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each ~~member~~ director of the Board and to the District, Counties and the ~~City~~ Cities.
- 5) Quorum. Three (3) ~~voting~~ directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 97, actions of the Board shall require the affirmative vote of:
  - a) four (4) ~~voting~~ directors, if five (5) ~~voting~~ directors are present; or
  - b) three (3) ~~voting~~ directors, if fewer than five (5) ~~voting~~ directors are present.

## C. Procedures

- 1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a ~~member~~ director of the Board.

- 2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.
- 3) ~~Members of the~~ The Board ~~of Directors~~ shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters

- 1) Treasurer and Auditor
  - a) Except as provided in b) below, the treasurer and auditor of the County of Sacramento are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.
  - b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505. 6 of the Law. Such appointment shall supersede the designation made in a), above. The person(s) appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.
- 2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the District, Counties and ~~City~~Cities.
- 3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the District, Counties and ~~City~~Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the District, Counties and ~~city~~Cities. The accounts shall be prepared by an independent certified public accountant employed by the Authority.
- 4) Budgets. The fiscal year of the Authority shall be July 1 - June 30. The Board shall adopt an operating budget no later than June 30 of each year.
- 5) Contributions. ~~Within 90 days of the effective date of this Agreement the~~ District, Counties and ~~City~~Cities shall make annual contributions of funds to the Authority in accordance with that certain Continuing Agreement to

Advance Funds among the Authority, District, Counties and Cities, dated as of even date herewith, as the same may be amended from time to time. ~~contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the District, Counties and City which amounts shall be allocated proportionately among the District, Counties and City based on the methodology adopted pursuant to 7.C, above.~~

#### 97. Voting

Notwithstanding paragraph ~~8~~6.B.5), the following actions require the affirmative unanimous vote of all five directors ~~all voting directors, other than the directors serving as public members at large, must approve the following actions,~~ with each director ~~or alternate~~ voting in accordance with the direction given by his or her appointing body:

- A. To order formation of an assessment or special tax district;
- B. To authorize the sale of bonds; or
- C. To make a financial commitment with a term of more than one (1) year;
- ~~D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5.~~

#### 108. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph ~~12~~10, title to ~~real and~~ personal property to which a member agency has a reversionary interest shall vest in that member agency to the full extent of the Authority's interest in such property. Title to real property shall be quitclaimed to each applicable member agency as provided in that certain Reciprocal Use and Funding Agreement among the Authority and its then-existing member agencies, dated as of August 31, 1996, as the same may be amended from time to time (the "Reciprocal Use and Funding Agreement"). Any property interest remaining in the Authority following discharge of all obligations due by the Authority shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

#### 119. Indemnification

The Authority shall acquire such insurance protection as is necessary to protect the interests of the Authority, the parties to this Agreement and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from

the performance of any of the activities of the Authority, or the activities undertaken pursuant to this Agreement. Notwithstanding the foregoing, in the event of any conflict between the foregoing indemnity provision and the indemnity provisions in the Easement Agreements executed by the Authority pursuant to the Reciprocal Use and Funding Agreement made by and among the Authority, District, Counties and City of Folsom, dated as of August 31, 1996, the indemnity provisions in said Easement Agreements shall control.

#### 1210. Withdrawal

~~A. — Notice: Any~~ Subject to the restrictions of paragraph 3, above, any party may withdraw from this Agreement upon 90 calendar days' prior written notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with membership adjusted to reflect such omission. If ~~three~~-four or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the ~~third~~-fourth party to withdraw from the Agreement. Withdrawal from this Agreement shall not constitute withdrawal from the Reciprocal Use and Funding Agreement for the parties that are subject thereto.

~~B. — Use of Reports: If a party withdraws from this Agreement, it may acquire by negotiation, eminent domain or otherwise any segment or portion of the Placerville Branch in the same manner had it not been a member of the Authority and in so doing, the withdrawing party may use any appraisal, engineering, environmental or other reports that were prepared for the Authority and for which the withdrawing party has contributed its aliquot share of costs as provided in the Memorandum of Understanding prepared pursuant to paragraph 7D.~~

#### 1311. Exercise of Powers

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the District in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the Law.

#### 1412. Debts and Liabilities

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the District, Counties or ~~the City~~Cities, either jointly or individually.

#### 1513. Liberal Construction

The provisions of the Agreement, and in particular the provisions of paragraphs ~~6, 7 and 8~~4, 5 and 6, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

#### 1614. Severability



Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

~~17~~<sup>15</sup>. Amendments

This Agreement may be amended only by the unanimous agreement of the parties to this Agreement.

~~18~~<sup>16</sup>. Successor and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation under this Agreement without the consent of the others.

IN WITNESS~~ETH~~ WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

[SIGNATURE BLOCKS AND EXHIBITS TBA]