

**CONTINUING AGREEMENT TO ADVANCE FUNDS
FOR THE
SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

THIS CONTINUING AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the 1st day of July, 2000, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, the Member Agencies created the JPA by entering into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Right Of Way (the "JPA Agreement").

B. By entering into this Agreement, the Member Agencies desire to provide for the ongoing funding of the JPA.

Agreement

1. **Annual Funding**. On or before the later of: (i) August 31st of each fiscal year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for each fiscal year and invoices in connection therewith are delivered to the Member Agencies, each Member Agency shall pay to the JPA an amount equal to one-fourth (1/4th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year 2000/2001, the Maximum Contribution Limit shall be \$30,000. Thereafter, the Maximum Contribution Limit shall increase by two percent (2%) per fiscal year.

2. **Expenditure of Funds**. Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.

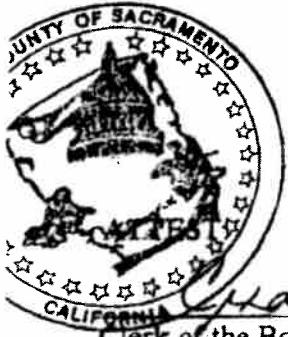
3. **Withdrawal.** In the event any Member Agency withdraws from the JPA by giving ninety (90) days' written notice in the manner set forth in the JPA Agreement, that Member Agency's obligations under this Agreement shall cease as of the effective date of such withdrawal.

4. **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

5. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.




COUNTY OF SACRAMENTO, a political
subdivision of the State of California

By: 
Chair of the Board of Supervisors


Clerk of the Board of Supervisors

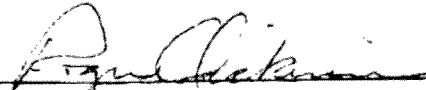
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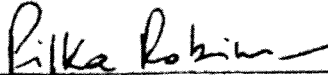

Warren H. Harada, Administrator,
Public Works Agency

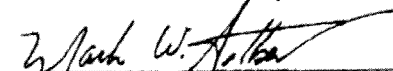
APPROVED AS TO FORM:


Deputy County Counsel

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: 
ROGER DICKINSON, Chair

By: 
PILKA ROBINSON, General Manager

By: 
MARK W. GILBERT, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**

Public Works Director

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

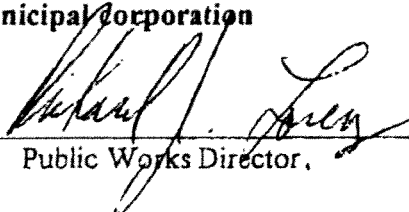
**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: _____
Chair

By: _____
General Manager

By: _____
Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**



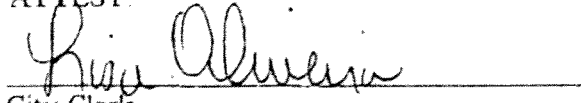
Public Works Director.

APPROVED AS TO FORM:



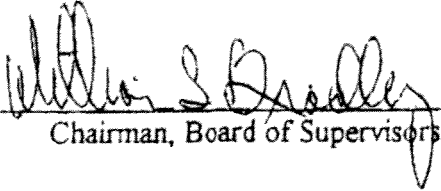
City Attorney

ATTEST:



City Clerk

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: 
Chairman, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

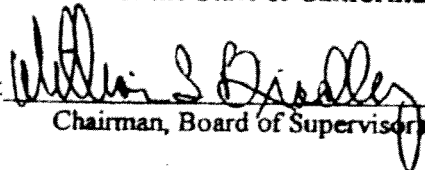
**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: _____
Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: _____
Authority's Legal Counsel

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: 
Chairman, Board of Supervisors

ATTEST:

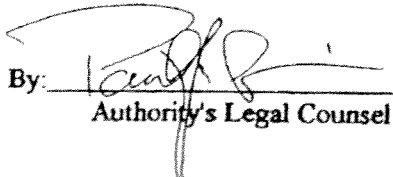
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: 
Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: 
Authority's Legal Counsel

BOARD DATE
8-1-00
4

**AGREEMENT TO ADVANCE FUNDS
FOR THE 2000/2001 FISCAL YEAR BUDGET
OF THE
SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

THIS AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the 1st day of July, 2000, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, the Member Agencies created the JPA by entering into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Right Of Way.

B. The JPA has adopted a budget in the amount of \$120,000 for the 2000/2001 fiscal year beginning July 1, 2000, and ending June 30, 2001, and requires contributions from its Member Agencies to fund the budget.

Agreement

1. **Additional Funding.** Each Member Agency shall deliver to the JPA funds in the amount of \$22,500 within thirty (30) days after such Member Agency's governing body approves this Agreement. Prior execution of this Agreement by all other Member Agencies shall not be a condition precedent to the delivery of the foregoing funds to the JPA.

2. **Expenditure of Funds.** Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.

3. **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

4. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

By: _____
Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

Warren H. Harada, Administrator,
Public Works Agency

APPROVED AS TO FORM:

Deputy County Counsel

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: _____
Chair

By: _____
General Manager

By: _____
Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**

Public Works Director

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: William S. Bradley
Chairman, Board of Supervisors 8-1-2000

ATTEST:

Clerk of the Board of Supervisors

By: Margaret E. Moody
Deputy Clerk 8-1-2000

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: _____
Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: _____
Authority's Legal Counsel