AMENDED AND RESTATED
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 27 day of October, 2025, 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 CITY OF RANCHO CORDOVA, a municipal corporation organized and existing under the laws of the State of California ("Rancho Cordova"), 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, RANCHO CORDOVA and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, El Dorado, Sacramento, Folsom and RT 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. Effective July 1, 2000, the JPA, El Dorado, Sacramento, Folsom and RT entered into that certain Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Original Funding Agreement").

B. By entering into this Agreement. the Member Agencies desire to provide for the ongoing funding of the JPA. The Member Agencies intend that this Agreement shall supersede and replace the Original Funding Agreement.

Agreement

1. Annual Funding. On or before the later of: (i) August 31st of each year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for the next 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-fifth (1/5th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year 2025/2026, the Maximum Contribution Limit shall be $35,000. 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.

SACRAMENTO REGIONAL TRANSIT DISTRICT,
a public corporation

By: ______________________
General Manager

APPROVED AS TO FORM:

____
Chief Legal Counsel

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

By:______________________
Chair, Board of Supervisors

ATTEST:

Florence Evans
____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By:______________________
Chair, Board of Supervisors

ATTEST:

____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By:______________________________
Chair, Board of Supervisors

ATTEST:

____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By:______________________________
Chair, Board of Supervisors

ATTEST:

Kyna Schauf
Clerk, Board of Supervisors

APPROVED AS TO FORM:

Janeth San Pedro
County Counsel

CITY OF FOLSOM,
a municipal corporation

By:______________________
City Manager

ATTEST:

______________________ 6/6/25
City Clerk

APPROVED AS TO FORM:

______________________ 6/5/2025
City Attorney

Folsom File No. 174-21 00-058 / 13532

CITY OF RANCHO CORDOVA,
a municipal corporation

By:______________________
City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

CITY OF FOLSOM,
a municipal corporation

By:______________________________
City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By:______________________________
City Manager

ATTEST:

______________________________ For
City Clerk

APPROVED AS TO FORM:

______________________________ For
City Attorney

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY,
a California joint powers agency

Vickie Sanders

By:______________________________
Chief Executive Officer

APPROVED AS TO FORM:
DeeAnne Gillick

____
General Counsel

AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

This Agreement is entered into as of October 27, 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, municipal corporations organized and existing under the laws of the State of California ("Cities").

RECITALS

a. 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 have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.

e. District, Counties and Cities 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.

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

AGREEMENT

1. 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 Cities. The purpose of this Agreement is to provide for the ownership and coordination of public uses of the Placerville Branch, and to provide for such reciprocal use agreements and multijurisdictional use agreements as may be desired by the member agencies. The Placerville Branch and its approximate location is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

2. Continuation of Authority and Jurisdiction

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

3. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until terminated in the manner specified in paragraph 10, or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

4. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 1, 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. Acquisition of Real Property

1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of 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 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;

2) to negotiate and enter into reimbursement agreements when monies 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 parties related to one or more segments of the Placerville Branch;

2) all powers incidental to the foregoing.

5. 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 determine the amount of ongoing funding required by the Authority.

6. Administration

A. Governing Board -- Membership

1) 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. Each of the above directors is authorized to vote on any matter properly before 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 (l) 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 director of the Board and to the District, Counties and the Cities.

5) Quorum. Three (3) 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 7, actions of the Board shall require the affirmative vote of:

a) four (4) directors, if five (5) directors are present; or

b) three (3) directors, if fewer than five (5) 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 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) The Board 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 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 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 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. District, Counties and 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.

7. Voting

Notwithstanding paragraph 6.B.5), the following actions require the affirmative unanimous vote of all five directors , with each director 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.

8. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph 10, title to 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.

9. 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.

10. Withdrawal

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 four or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the 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.

11. 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.

12. Debts and Liabilities

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

13. Liberal Construction

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

14. 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.

15. Amendments

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

16. 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 WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

SACRAMENTO REGIONAL TRANSIT DISTRICT,
a public corporation

By: ______________________
General Manager

APPROVED AS TO FORM:

____
Chief Legal Counsel

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

By: ______________________
Chair, Board of Supervisors

ATTEST:

____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By: ______________________
Chair, Board of Supervisors

ATTEST:

____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By:______________________________
Chair, Board of Supervisors

ATTEST:

____
Clerk, Board of Supervisors

APPROVED AS TO FORM:

____
County Counsel

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

By:______________________________
Chair, Board of Supervisors

ATTEST:

Kaylee Runkle
Clerk, Board of Supervisors

APPROVED AS TO FORM:

Jeneth San Pedro
County Counsel

CITY OF FOLSOM,
a municipal corporation

By:____________________________
City Manager

ATTEST:

____________________________ 5/30/25
City Clerk

APPROVED AS TO FORM:

____________________________ 5/27/2025
City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By:____________________________
City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

Folsom File No. 174-21 25-013

42067

CITY OF FOLSOM,
a municipal corporation

By:______________________________
City Manager

ATTEST:

____
City Clerk

APPROVED AS TO FORM:

____
City Attorney

CITY OF RANCHO CORDOVA,
a municipal corporation

By:______________________________
City Manager

ATTEST:

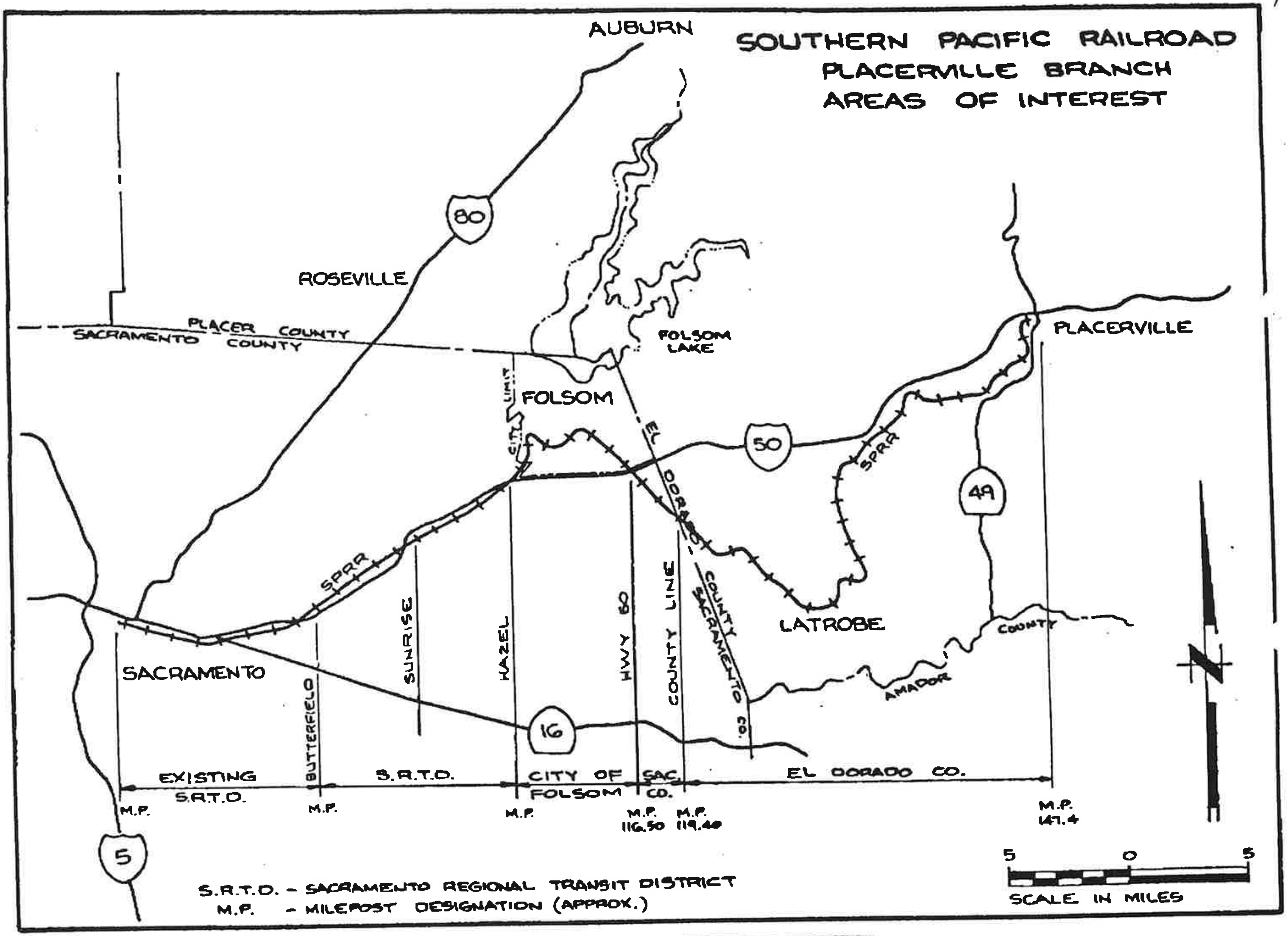
______________________________ for
City Clerk

APPROVED AS TO FORM:

______________________________ For
City Attorney

EXHIBIT A
Placerville Branch

#47


SOUTHERN PACIFIC RAILROAD
PLACERVILLE BRANCH
AREAS OF INTEREST
AUBURN
ROSEVILLE
80
PLACER COUNTY
SACRAMENTO COUNTY
FOLSOM LAKE
FOLSOM
CITY LIMIT
EL DORADO COUNTY
SACRAMENTO CO.
50
49
PLACERVILLE
SPRR
LATROBE
AMADOR COUNTY
SACRAMENTO
BUTTERFIELD
SUNRISE
HAZEL
HWY 50
COUNTY LINE
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EXISTING S.R.T.D.
S.R.T.D.
CITY OF FOLSOM
SAC. CO.
EL DORADO CO.
M.P.
M.P.
M.P.
M.P. 116.50
M.P. 119.40
M.P. 147.4
5 0 5
SCALE IN MILES
S.R.T.D. - SACRAMENTO REGIONAL TRANSIT DISTRICT
M.P. - MILEPOST DESIGNATION (APPROX.)