

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 \_\_\_\_\_ day of \_\_\_\_\_, 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:

\_\_\_\_\_  
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

**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:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

By: \_\_\_\_\_  
Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel