

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE ELK GROVE – RANCHO CORDOVA – EL DORADO  
CONNECTOR AUTHORITY**

THIS JOINT EXERCISE OF POWERS AGREEMENT FOR THE ELK GROVE – RANCHO CORDOVA – EL DORADO CONNECTOR AUTHORITY (the “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 (hereinafter collectively referred to as “Members” and individually as “Member”). Members shall consider for membership any newly formed municipality located within the Authority’s jurisdictional area.

**RECITALS**

- A. **WHEREAS**, the Members have the common powers, under their respective sovereign and police powers, to acquire real property and to plan, design, finance, construct, operate, and maintain roadway, interchange, intersection, railroad crossing, and other transportation improvements; and
- B. **WHEREAS**, the Members have determined that, subject to certain phasing requirements, the public interest will be served by the joint exercise of these powers through this Agreement and the creation of a joint powers authority to acquire, plan, design, finance, construct, operate, and maintain a multi-modal transportation corridor to connect the City of Elk Grove, the County of Sacramento, the City of Rancho Cordova, the City of Folsom, and the County of El Dorado, known as the “Connector Project;” and
- C. **WHEREAS**, the Members have determined that the Connector Project should be undertaken in order to meet transportation needs of the Members and their respective spheres of influence, and that the Connector Project will also have regional effects beyond those jurisdictions.

**NOW THEREFORE**, in consideration of the promises, terms, conditions, and covenants contained herein, the Members agree as follows:

**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 the Members and as otherwise granted by the Law. Subject to the phasing provided in Section 8, the purpose of this Agreement is to provide for the acquisition of real property, planning, design, financing, regulation, permitting, environmental evaluation, public outreach, and construction of the Connector Project, or any identifiable portion of the Connector Project. Notwithstanding anything in this Agreement to the contrary, each Member also reserves all of its rights and powers to proceed separately within its jurisdictional boundaries on transportation projects anticipated to become part of the Connector; provided, however, that the planning, design, engineering, and construction of such transportation projects should be consistent with the Functional Guidelines for the Connector dated November 8, 2006, or as subsequently amended by the Board of Directors pursuant to the requirements of Section 7.a. of this Agreement. Notwithstanding any amendments to the Functional Guidelines, all transportation projects anticipated to become part of the Connector shall be consistent with the following planning principles:

- a. Improve access to, and connections between, residential and employment areas within and outside of the Connector Project corridor;
- b. Acknowledge that the Connector Project is in the Metropolitan Transportation Plan and further support the transportation and land use principles in the general plans of the local jurisdictions and the Metropolitan Transportation Plan;
- c. Relieve demand on (i) local streets and roads, and (ii) regional freeway facilities (US-50, SR-99, and I-5);
- d. Strategically apply access control and capacity characteristics to preserve and enhance regional functionality while discouraging growth in areas not designated for growth as determined by the local jurisdiction's general plan;
- e. Enhance regional mobility and preserving the livability of communities;
- f. Provide efficient and safe facilities for automobile, transit, bicycle, and pedestrian options for multi-modal travel;
- g. Minimize direct and indirect physical impacts on the natural and built environments;
- h. Preserve open space to reinforce and support approved land use plans; and
- i. Permit phased implementation with respect to (i) funding, (ii) location, and (iii) design characteristics.

2. Creation of Authority and Jurisdiction. The Members hereby create the Elk Grove – Rancho Cordova – El Dorado Connector Authority (“Authority” or “JPA”), a public entity separate from each of the Members. The jurisdiction of the Authority shall be the area shown and described in Exhibit A, attached hereto and incorporated herein.

3. Term and Termination. This Agreement shall be effective as of the date first above written. It shall remain in effect until the purpose stated in Section 1 of this Agreement is fully accomplished, or until terminated by the vote of a majority of the Members; provided, however, that this Agreement may not be terminated, and no Member may withdraw its membership, until (a) all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full or provision has been made for payment in full and (b) all outstanding obligations and liabilities of the Authority have been paid in full or provision has been made for payment in full.

4. Powers. The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 1 of this Agreement, including, but not limited to, the following:

- a. To secure administrative office space and furnishings;
- b. To make and enter into contracts;
- c. To contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;

- d. To acquire and maintain insurance of all types;
- e. To lease or sublease real property;
- f. To acquire, hold, or dispose of real property by negotiation, dedication, or eminent domain;
- g. To lease, sublease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;
- h. To plan, and to conduct environmental and other analyses in connection therewith, and design buildings, facilities or transportation improvements of any kind;
- i. To construct, operate, and maintain buildings, facilities or transportation improvements of any kind;
- j. To accept, hold, invest (pursuant to the Law, including, without limitation, Section 6509.5 thereof), manage, and expend monies;
- k. To obtain and secure funding from all available public and private sources including local, state, and federal government, including but not limited to, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans, and other funds;
- l. To levy, collect, or cause to be collected, or to receive and use, transportation impact fees on new residential, commercial, and industrial development;
- m. To form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code Section 5000 et seq.), the Municipal Improvement Act of 1913 (Streets & Highways Code Section 10000 et seq.), and the Improvement Bond Act of 1915 (Streets & Highways Code Section 8500 et seq.);
- n. To form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;
- o. To negotiate and enter into reimbursement agreements when monies to construct project improvements are advanced;
- p. To cause taxes, assessments, fees or charges to be levied in accordance with applicable State and Federal law, and in a manner to accomplish the purposes of the Authority;
- q. To issue bonds;
- r. To carry on technical and other investigations of all kinds necessary to further the purposes of the Authority;
- s. To sue and be sued;
- t. To amend the Functional Guidelines; and

u. To exercise 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 evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance;
- c. To conduct an annual audit as required by the provisions of Subsection 6.d(3); and
- d. To use its best efforts to develop and adopt within 8 to 12 months of execution of this Agreement: (i) an Improvement Plan specifying a plan or formula for determining the timing and sequencing of project improvements consistent with the Functional Guidelines referenced in Section 1 of this Agreement, specifying common design and policy concepts and (ii) a Funding Plan specifying a plan or formula for funding the Authority's operations and any project phases that are the responsibility of the Authority, which Funding Plan will include an allocation of costs among the Members and other funding sources.

6. Administration.

- a. Governing Board – Membership. The Authority shall be administered by a board of directors ("Board") consisting of five directors and their respective alternates. One director and one alternate shall be appointed by each Member from its governing body. Alternates shall serve as directors in the absence of their respective directors. Each director and each alternate for such director shall serve at the pleasure of the appointing Member.
- 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, that the Board shall meet at least once every three months.
  - (2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).
  - (3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).
  - (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, the Members, and other parties upon request.

- (5) Quorum. Three (3) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 7 below, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., three (3) affirmative votes).

c. Procedures.

- (1) The Board shall elect annually a chair from among its membership to preside at meetings and shall select a secretary who may, but need not, be a director. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the Authority.
- (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. Such rules of procedure shall be in accordance with the Ralph M. Brown Act (Government Code Section 54950 *et seq.*).
- (3) Directors of the Board shall comply with Title 9 of the California Government Code, commencing with Section 81000 (Political Reform Act of 1974).

d. Fiscal Matters.

(1) Treasurer and Auditor.

(A) Except as provided in Subsections (B) and (C), below, the treasurer and finance director of Sacramento County, respectively, are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, Sections 6505 and 6505.5 thereof.

(B) At the first meeting of the Authority's Board of Directors, the Board shall begin the process to designate a certified public accountant as the treasurer of the Authority with the powers, duties, and responsibilities specified in the Law, including, without limitation, Sections 6505 and 6505.5. The Board shall use its best efforts to appoint a certified public accountant as the treasurer of the Authority within six months of execution of this Agreement.

(C) Despite Subsections (A) and (B), above, the Board may at any time appoint one or more of the Authority's officers or employees to either or both of the positions of treasurer or auditor as provided in the Law, including, without limitation, Section 6505.6 thereof.

- (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 set by the Board.
- (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

Members and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the Authority. The Authority shall, within one hundred twenty (120) days after the close of each fiscal year, cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the Authority. The Authority shall promptly deliver copies of the audit report to each member of the Board and the Members.

- (4) Budget. The Board shall adopt a budget no later than one hundred twenty (120) days after the first meeting of the governing Board of the Authority and no later than June 30th of each year thereafter.
- (5) Contributions. Within 90 days of execution of this Agreement, the Board will establish by unanimous vote the amount of start-up funds to be contributed to the Authority by each Member. Additional contributions shall be specified in the Funding Plan to be adopted by unanimous vote of the Board, in accordance with Section 5.d. and Section 7.b.1.

7. Voting. With the exception of the items set forth in Subsections 7.a. and 7.b. below and subject to the phasing requirements set forth in Section 8 herein, the Board may take action by the affirmative vote of the majority of the entire Board (i.e., three (3) affirmative votes). However, the following identified actions may only be taken as set forth below:

- a. 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.
- b. The unanimous affirmative vote of all five of the directors is required to:
  1. Adopt a Funding Plan, as referenced in Section 5.d. of this Agreement;
  2. Establish start-up contributions from Members, as referenced in Section 6.d.(5) of this Agreement;
  3. Obtain and secure funding from all available public and private sources including local, state, and federal government, including but not limited to, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans, and other funds;
  4. Levy and collect, or cause to be collected, transportation impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
  5. Form a special assessment district under any legal authority that exists now or in the future, including, without limitation, the Improvement Act of 1911 (Streets & Highways Code Section 5000 et seq.), the Municipal Improvement Act of 1913 (Streets & Highways Code Section 10000 et seq.), and the Improvement Bond Act of 1915 (Streets & Highways Code Section 8500 et seq.), as authorized by local, state, and federal law;

6. Form a special tax district under the Mello-Roos Community Facilities District Act or any other authority that may exist now or in the future;
7. Negotiate and enter into reimbursement agreements when monies to construct project improvements are advanced;
8. Cause taxes, assessments, fees or charges to be levied as authorized by local, state, and federal law, and in a manner to accomplish the purposes of the Authority; and
9. Issue bonds

8. Member Approval of Alignment. The Authority shall not proceed with any identifiable portion of the Connector Project within a Member's jurisdictional boundaries beyond Phase I, as defined below, until the General Alignment of the Connector Project within that Member's jurisdictional boundaries has been approved by the legislative body of such Member. For areas within the City of Folsom's sphere of influence, the approval of both the City of Folsom and the County of Sacramento shall be required.

- a. Phase I. All actions deemed necessary or desirable by the Authority to approve and adopt (i) all necessary environmental documents and (ii) the General Alignment.
- b. Phase II. All actions deemed necessary or desirable by the Authority to approve plans, specifications, and estimates, to assemble land, and to construct improvements.

As used herein, "General Alignment" means the proposed location of the Connector Project, intended to be within approximately 1000 feet of the actual alignment constructed.

9. Operation and Maintenance of Improvements. Before completion of any identifiable portion of the Connector Project, the Authority shall, in cooperation with the situs Member or Members of such identifiable portion, develop a plan for the disposition of completed improvements and property rights, and for the operation and maintenance of improvements.

10. Exercise of Powers. The powers and duties which (a) are common to the Members, and (b) are vested in the Authority only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, 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 Sacramento County in the exercise of similar powers or in carrying out similar duties, as provided in Section 6509 of the Law.

11. Fiscal Year. The fiscal year of the Authority shall be the period from July 1st of each year to and including the following June 30th.

12. Debts, Liabilities and Obligations. The debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of the Members, either jointly or severally.

13. Liability of Board, Officers and Employees.

- a. The directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Members for any

mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

- b. To the extent authorized by California law, no director, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 6.d (2).
- c. The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and director, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide coverage for the foregoing indemnity.

14. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

15. Disposition of Property upon Termination. In the event of termination of the Authority pursuant to Section 3 herein and where there will be a successor public entity which will carry on the functions of the Authority and assume its assets and liabilities, the assets of the Authority shall be transferred to the successor public entity. If upon termination pursuant to Section 3, there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the Members as follows: (a) all real property and any improvements thereon shall be conveyed to the Member in whose jurisdiction the real property is located; and (b) all other assets shall be divided among the Members in proportion to their respective contributions during the term of this Agreement. If upon termination pursuant to Section 3, there is a successor public entity which will carry on some of the functions of the Authority and assume some of the assets, the Authority's Board shall allocate the assets between the successor public entity and the Members.

16. Severability. Should any part, term, or provision 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. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any rights or obligations hereunder without the consent of the other Members; provided, further, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the Authority, or (b) bondholders holding such bonds.

18. Amendments. This Agreement may be amended only by the unanimous written agreement of the Members. So long as any bonds of the Authority are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would (a) materially and adversely affect (1) the rating of bonds issued by the Authority, or (2) bondholders holding such bonds, or (b) limit or reduce the obligations of the Members to make, in the aggregate, the payments under the Funding Plan which are for the benefit of the owners of the bonds.

19. Rules. The Board may adopt, from time to time, such rules and regulations for the conduct of the Authority's affairs as the Board deems necessary and appropriate.

20. Notices. Any notices to Members required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

City Manager City of Elk Grove 8380 Laguna Palms Way Elk Grove, CA 95758	Copy to:	City Attorney City of Elk Grove 8380 Laguna Palms Way Elk Grove, CA 95758
City Manager City of Folsom 50 Natoma Street Folsom, CA 95630	Copy to:	City Attorney City of Folsom 50 Natoma Street Folsom, CA 95630
City Manager City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670	Copy to:	City Attorney City of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670
Chief Administrative Officer County of El Dorado 330 Fair Lane Placerville, CA 95667	Copy to:	County Counsel County of El Dorado 330 Fair Lane Placerville, CA 95667
County Executive County of Sacramento 700 H Street, Room 7650 Sacramento, CA 95814	Copy to:	County Counsel County of Sacramento 700 H Street, Suite 2650 Sacramento, CA 95814

Notices under this Agreement shall be deemed given and received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any Member may amend its address for notice by notifying the other Members pursuant to this Section.

21. Headings. The headings used in this Agreement are for convenience only and have no effect on the content, construction, or interpretation of the Agreement.

22. 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 Members have entered into this Agreement effective on the date first above written.

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James R. (Jack) Sweeney, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Cindy Keck, Clerk  
Board of Supervisors

**COUNTY OF SACRAMENTO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roberta MacGlashan, Chair  
Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk, Board of Supervisors

**CITY OF ELK GROVE**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Approved As To Form:

\_\_\_\_\_  
Anthony Manzanetti  
City Attorney

**CITY OF FOLSOM**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Kerry L. Miller  
City Manager

Approved as to Form:

\_\_\_\_\_  
Bruce C. Cline  
City Attorney

**CITY OF RANCHO CORDOVA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ted A. Gaebler  
City Manager

Attest:

Approved As To Form:

\_\_\_\_\_  
Anna Olea-Moger  
City Clerk

\_\_\_\_\_  
Adam Lindgren  
City Attorney