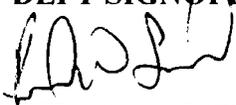


**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of December 12, 2006**

AGENDA TITLE: Resolution Authorizing the Chairman of the Board of Supervisors, with approval from County Counsel, to Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY: D  12/6/06
CONTACT: Richard Shepard		
DATE: Nov. 28, 2006 PHONE: x5981		

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:
The Department of Transportation (DOT) recommends that the Board of Supervisors:

1) Approve Resolution authorizing the Chairman of the Board of Supervisors to Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector.

CAO RECOMMENDATIONS: recommend approval. Letter & Memo 12/6/06

Financial impact? () Yes (X) No	Funding Source: () Gen Fund () Other
BUDGET SUMMARY: Total Est. Cost * Funding Budgeted _____ New Funding _____ Savings _____ Other _____ Total Funding _____ Change in Net County Cost _____	Other: CAO Office Use Only: 4/5's Vote Required () Yes (X) No Change in Policy () Yes (X) No New Personnel () Yes (X) No CONCURRENCES: Risk Management <u>N/A</u> County Counsel <u>YCS</u> Other _____

*Explain Amount of start-up cost, to be determined & unanimously approved by JPA members.

BOARD ACTIONS:

Vote: Unanimous _____ Or _____ Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____ Rev. 04/05	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors Date: _____ Attest: Cindy Keck, Board of Supervisors Clerk By: _____
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FOOTHILLS DIVISION
4950 Hillside Circle
El Dorado Hills, CA 95762
Phone: (916) 358-3550
Fax: (916) 941-8910

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



November 28, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: Resolution Authorizing the Chairman of the Board of Supervisors, with approval from County Counsel, to Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector

Meeting Date: December 12, 2006

District/Supervisor: All

Dear Members of the Board:

Recommendation:

The Department of Transportation (DOT) recommends that the Board of Supervisors:

- 1) Approve Resolution authorizing the Chairman of the Board of Supervisors to Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector.

Reasons for Recommendations:

On February 14, 2006 your Board, through Agenda Item #32, directed DOT to:

- (1) Participate in sub-regional efforts to improve White Rock Road with representatives from Rancho Cordova, Sacramento County and the City of Folsom to develop a cohesive circulation "system" that focuses on alleviating congestion on U.S. Highway 50;
- (2) Work with Sacramento Area Council Of Governments (SACOG) for the El Grove/Rancho Cordova/El Dorado County Connector Road regional planning process;
- (3) Actively participate with SACOG and other Agencies affected by the Elk Grove/Rancho Cordova/El Dorado County Road Connector Road in the formation of a Joint Powers Authority (JPA); and
- (4) Return to the Board with recommendations concerning scope, authority and appropriate formation steps for the aforementioned JPA.

Since that time, DOT staff have been working with the affected agencies to coordinate the transportation planning activities within the US Highway 50 Corridor. Specifically, two related projects have been pursued:

- 1) A new regional connector extending from Elk Grove to El Dorado County sponsored by the Sacramento Area Council of Governments (SACOG); and
- 2) A sub-regional connector sponsored by the 50 Corridor Mobility Partnership Group that improves the alignment of White Rock Road from Sunrise Blvd in Rancho Cordova to the Silva Valley Interchange in El Dorado County.

These two projects share White Rock Road as a common alignment within El Dorado County and a significant portion of the eastern part of Sacramento County. Expediting the construction of these projects is a common goal of the impacted jurisdictions within these transportation corridors. To further support the regional goals, SACOG created a working group for the purposes of developing the following items on the larger regional Connector:

- Complete the Purpose and Need Statement for the Project
- Prepare Function Guidelines for the Connector that will ensure when local segments are designed and constructed, they be consistent with the regional function of the Connector and blueprint implementation
- Develop a Preliminary Financial Plan
- Begin initial project development and environmental screening
- Recommend a governance structure that would facilitate the continuation of the Connector Project from the next phases through to completion

SACOG also established a Policy Advisory Committee (PAC) for the Connector that included representatives from the member agencies of the SACOG Board, specifically the Cities of Folsom, Elk Grove, Rancho Cordova, and the Counties of Sacramento and El Dorado. The PAC was established to guide the process and report back to the SACOG Board with recommendations for the Connector Project. SACOG and staff from the jurisdictions met over the last year to accomplish the tasks set above and develop a set of recommendations for a JPA that would take the Project through to construction. On Friday, October 6, 2006, the PAC met to receive the recommendation of SACOG staff and the jurisdictions for the formation of a JPA for the Connector Project.

Background

SACOG established a Transportation Advisory Committee (TAC) made up of staff from the member jurisdictions to assist in developing technical guidelines and reviewing studies and data collected for the Project. SACOG also brought together a governmental working group to determine the preferred form of governance and assist in the development of a Draft JPA Agreement. Working together and with input from the PAC and the Boards and Councils of the member jurisdictions, a Draft JPA Agreement was developed that included provisions that met each of the jurisdiction's needs as identified by the participants. The finalized Agreement (attached) includes several items that the County endorses.

These include:

1. A provision that requires the alignment of the Connector to be approved by the governing body of the member agency through which it passes, in order for the JPA to proceed past environmental approval phase for that segment. This provision allows the Connector Project to proceed in independent segments should a Council or Board have concerns with the alignment in their jurisdiction.
2. The JPA will have all power necessary for the acquisition of real property, planning, design, financing, regulation, permitting, environmental evaluation, public outreach, and construction of the Connector Project.
3. Each member also reserves the right to proceed with transportation projects that might become part of the Connector, with the understanding that any improvements would be consistent with the functional guidelines developed for the Connector.

One item that has not yet been identified at the date of this Staff Report is the initial contribution required from each member agency to fund the JPA startup. Though currently unknown, within 90 days of execution of the JPA, the governing Board will establish by unanimous vote the amount of start-up funds to be contributed to the Authority by each Member agency.

The JPA will be administered by a Board of Directors consisting of five Directors and their respective Alternates. Each of the member agencies' governing bodies will appoint a Representative and an Alternate to serve on the JPA Board.

The JPA Board does not include ex-officio members, but other agencies are planned to be included in the TAC. The members of the TAC will be established by the JPA Board, but may include staff from the Cities of Folsom, Elk Grove and Rancho Cordova; the Counties of Sacramento and El Dorado; SACOG; STA; Caltrans and Sacramento Regional Transit District; and the El Dorado County Transportation Commission.

Fiscal Impact:

Staff is working with other agencies to identify possible funding sources and staff resources to participate in the JPA and development of the Connector, including applying for funding from the proposed infrastructure bond measures on this November's election ballot.

There will be an initial startup cost after the JPA is formed (currently unknown) and periodic contributions to allow the JPA to continue functioning. It is believed that these costs will be offset by the savings realized in the planning, design and construction engineering of projects sponsored by the JPA.

In addition, projects sponsored by the JPA will have better support for securing regional, state and federal monies that would not have otherwise been available to the individual agencies if they pursued projects independently of the JPA.

As a comparison, DOT has estimated that the planning, design and construction engineering for the White Rock Road improvements identified in our Fee program will be in the order of

\$7 million. If the JPA takes over the development of this work, it is believed that these costs will be less. The savings realized will offset, if not exceed, the County's contribution to the JPA.

At this time there are no costs. Once the JPA is fully established, the amount of startup costs required by each of the member agencies will be established through a unanimous vote.

The startup costs were not included in this year's budget. When the amount is determined, DOT will return to your board with an agenda item requesting an appropriation of funds for the amount necessary. Assuming the cost is less than \$50,000 it should be able to be funded with anticipated reserves in the road fund.

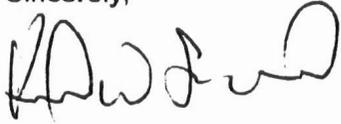
Net County Cost:

There is no net cost to the County.

Action to be Taken Following Approval:

The Chairman of the Board of supervisors will execute the Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector.

Sincerely,



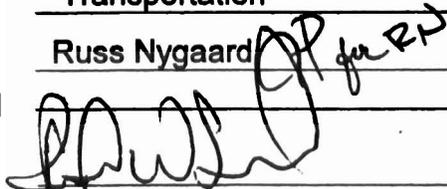
Richard W. Shepard, P. E.
Director of Transportation

RWS:

Attachment(s)

- Resolution authorizing the County Administrative Officer, 1, to Execute a Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector
- Joint Exercise of Powers Agreement for the Elk Grove-Rancho Cordova-El Dorado Connector

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT: DOT
 Department: Transportation
 Dept. Contact: Russ Nygaard
 Phone: _____
 Department Head Signature: 

CONTRACTOR:
 Name: _____
 Address: _____
 Phone: _____

2005 NOV 21 PM 2:55
 El Dorado County Counsel
 El Dorado County Counsel

CONTRACTING DEPARTMENT: Transportation
 Compliance with Human Resources requirements? Yes: N/A No: _____
 Compliance verified by: _____

COUNTY COUNSEL: (must approve all contracts and MOUs)
 Approved: Disapproved: _____ Date: 12/27 By: PTJ
 Approved: _____ Disapproved: _____ Date: _____ By: _____

ASSIGN NT

DATE: 11/21/2006
 ATTORNEY: Paula Thomas
 DEPT/INDEX NO: 306/20
 BY: PTJ

JPA is already OK'd by this office, BUT
(1) NO 5013 appt
(2) NO reso. with any RUSA - only with BO
(3) NO explan. of why it's pt of same item as mob ptship reso ->
(1) Diff Orgs (SACOG vs informal app)
(2) Diff Impr (connector vs local gov)
Need to be sep. items - mob. ptship sep from connector.

Index Code: _____	User Code: _____
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RISK MANAGEMENT:
 Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).
 Department(s): _____

Approved: _____ Disapproved: _____ Date: _____ By: _____
 Approved: _____ Disapproved: _____ Date: _____ By: _____



RESOLUTION NO. _____
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

A RESOLUTION AUTHORIZING THE BOARD OF SUPERVISORS TO EXECUTE A JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH A JOINT POWERS AUTHORITY FOR THE ELK GROVE-RANCHO CORDOVA-EL DORADO CONNECTOR

WHEREAS, The construction of a high capacity road that will connect Highway 50 in El Dorado County, running through the City of Folsom Sphere of Influence south of highway 50, continuing through the city of Rancho Cordova and Sacramento County, and ultimately connecting to Highway 99 and Interstate 5 in the City of Elk Grove (hereafter the "Connector Road") is identified as a key transportation route opted by the Sacramento Area Council of Governments (SACOG); and,

WHEREAS, SACOG created a Policy Advisory Committee consisting of representatives from the Cities of Folsom, Elk Grove, Rancho Cordova and counties of Sacramento and El Dorado, which determined that the proper governance structure to complete the Connector Project is a Joint Powers Authority; and,

WHEREAS, SACOG and staff from the above jurisdictions have developed a Joint Powers Agreement (JPA) that addresses each of the jurisdictions' concerns expressed by staff; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado authorizes the Chairman of the Board to Execute the attached Joint Exercise of Powers Agreement to establish a Joint Powers Authority for the Elk Grove-Rancho Cordova-El Dorado Connector.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the _____ day of _____, 2006, by the following vote of said Board:

<p>ATTEST CINDY KECK Clerk of the Board of Supervisors</p>	<p>Ayes: Noes: Absent:</p>
<p>By _____ Deputy Clerk</p>	<p>_____ Chairman, Board of Supervisors</p>

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE _____
ATTEST: CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California

By _____
Deputy Clerk

**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