

AMENDMENT NO. 1
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE ELK GROVE – RANCHO CORDOVA – EL DORADO
CONNECTOR AUTHORITY

The Joint Exercise of Powers Agreement establishing the Elk Grove – Rancho Cordova – El Dorado Connector Authority (commonly known as the Capital SouthEast Connector JPA”), dated December 12, 2006 (the “Agreement”), 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 (collectively the “Members”), is amended effective on the last date executed by all parties May 1, 2013, as follows:

1. Section 3 of the Agreement, entitled “Term and Termination”, is amended to read as follows:

3. Term and Termination. This Agreement shall be effective as of the date first written above. It shall remain in effect until (a) the purpose stated in Section 1 of the Agreement is fully accomplished, (b) until terminated by vote of a majority of the Members then participating; or (c) automatically upon the withdrawal of a majority of its Members. The Agreement may not be terminated if (i) all bonds and other instruments of indebtedness issued by the Authority, if any, have not been paid in full or provision has not been made for payment in full, or (ii) all outstanding obligations and liabilities of the Authority have not been paid in full or provision has not been made for payment in full. Notwithstanding the foregoing, any Member may withdraw its membership from the Authority upon 10 days written notice to each Member so long as no bonds or other instruments of indebtedness have been consented to by the Member under Section 7.b. which have not been paid in full or provisions have not been made for full payment, and provided that the Member has not received proceeds from bonds issued by the Authority for the Connector Project which have not been paid in full or for which there is no provision for full payment.

Section 7 of the Joint Exercise of Powers Agreement, entitled “Voting,” is amended as follows:

Section 7.a. is amended to read:

a⁴ 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. The Board will not exercise its power of eminent domain within the jurisdiction of a Member without that affected Member’s governing body’s prior consideration and concurrence.²

Section 7.b.1. is amended to read:

“b. The unanimous affirmative vote of all five of the directors, and the prior consent of the affected Member’s governing body, -is required to take any of the following actions, and no allocation of cost or other financial obligation shall be imposed upon or constitute a valid financial obligation of a Member unless that Member’s governing body first considers and expressly assumes that cost or financial obligation:

1. Adopt a Funding Plan, as referenced in Section 5.d. of this Agreement; however, a Member’s independent policy board must consider and consent to the imposition of a financial obligation upon the independent Member entity.”
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.

This Amendment No. 1 may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have entered into this Amendment effective on the date first above written.

COUNTY OF EL DORADO

Dated: _____

By: _____

Attest:

Clerk, Board of Supervisors

COUNTY OF SACRAMENTO

Dated: _____

By: _____

Attest:

Clerk, Board of Supervisors

CITY OF ELK GROVE

Dated: _____

By: _____

Approved as to Form:

City Attorney

CITY OF FOLSOM

Dated: _____

By: _____

Approved as to Form:

City Attorney

CITY OF RANCHO CORDOVA

Dated: _____

By: _____

Attest:

Approved as to Form:

City Clerk

City Attorney