

**JOINT POWERS AGREEMENT FOR THE ACQUISITION AND PRESERVATION
OF THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY**

This Agreement is entered into as of October 8, 1991 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, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS

1. District, Counties and City have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.
2. District, Counties and City have determined that 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 the Southern Pacific Transportation Company's Placerville Branch to preserve this right of way as a transportation corridor and for any other lawful purpose serving the agencies respective jurisdictions and spheres of influence.

AGREEMENT

3. 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 City. The purpose of this Agreement is to provide for the acquisition of Southern Pacific Transportation Company's Placerville Branch ("Placerville Branch"), and to provide reciprocal use agreements for transportation and transportation preservation uses as may be desired by the agencies through the creation of a joint powers authority. The Placerville Branch and its approximate location, distance and width is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

4. Creation of Authority and Jurisdiction

There is hereby created the Sacramento-Placerville Transportation Corridor ("SPTC") Joint Powers Authority ("Authority") a public entity separate from District, Counties, and City, whose jurisdiction is as shown and depicted in Exhibit A.

5. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until the purposes stated in paragraph 3 are fully accomplished unless sooner terminated in the manner specified in paragraph 12 or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

6. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 3, including but not limited to the following:

A. Administration:

- 1) to secure administrative office space and 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. Placerville Branch Acquisition:

- 1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of the Placerville Branch 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 the Placerville Branch;
- 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 administrative purposes and for acquisition of the Placerville Branch;
- 2) to negotiate and enter into reimbursement agreements when monies to acquire one or more segments of the Placerville Branch 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 agencies related to one or more segments of the Placerville Branch;
- 2) all powers incidental to the foregoing.

7. **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 develop a formula for cost allocation among the agencies for acquisition costs and related expenses that may be incurred to purchase the Placerville Branch;
- D. to determine the amount of start-up and ongoing funding required by the Authority;
- E. to approve, within three (3) months after retention of legal counsel, a memorandum of understanding between the Authority and each member agency addressing the following matters: 1) pursuant to California Government Code section 895.4, the extent to which and circumstances

under which a party to this Agreement is entitled to contribution or indemnification from the other parties to this agreement for any liability arising out of the performance of this Agreement, and 2) the methodology described in subparagraph C. above and the manner in which title to real and personal property will vest in the Authority, including provision for reversion of title to the Placerville Branch or segments of the Branch to a member agency upon termination of this Agreement or withdrawal of the member from the Authority as provided in paragraph 12.

8. Administration

A. Governing Board -- Membership.

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 shall be current members of the Counties' Board of Supervisors; and one director and alternate shall be current members of the City Council. 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. The four directors so appointed shall appoint the fifth director and alternate, who shall be public members at large serving for a fixed term of such duration as is provided by the Board at the time of appointment.

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 (1) 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 member of the Board and to the District, Counties and the City.
- 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 9, actions of the Board shall require the affirmative vote of four fifths of the Board.

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 member 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) Members of the Board of Directors 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 City.
- 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 City 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 City. The accounts shall be prepared by an independent certified public accountant employed by the Authority.
- 4) Budgets. The Board shall adopt an operating budget no later than 90 calendar days after the effective date of this Agreement and no later than September 30 of each year thereafter.
- 5) Contributions. Within 90 days of the effective date of this Agreement the District, Counties and City shall contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the District, Counties and City which amounts shall be allocated proportionately among the District, Counties and City based on the methodology adopted pursuant to 7.C, above.

9. Voting

Notwithstanding paragraph 8.B.5), the following actions require five votes of the Board, with each director or alternate 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;
- C. To make a financial commitment with a term of more than one (1) year;
- D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating

contribution obligations under paragraph 8.D.5).

10. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph 12, title to real and 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. 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.

11. 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.

12. Withdrawal

A. Notice: 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 three or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the third party to withdraw from the Agreement.

B. Use of Reports: If a party withdraws from this Agreement, it may acquire by negotiation, eminent domain or otherwise any segment or portion of the Placerville Branch in the same manner had it not been a member of the Authority and in so doing, the withdrawing party may use any appraisal, engineering, environmental or other reports that were prepared for the Authority and for which the withdrawing party has contributed its aliquot share of costs as provided in the Memorandum of Understanding prepared pursuant to paragraph 7D.

13. 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.

14. Debts and Liabilities.

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

15. Liberal Construction.

The provisions of the Agreement, and in particular the provisions of paragraphs 6, 7 and 8, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

16. 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.

17. Amendments.

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

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

COUNTY OF EL DORADO

By:

James R. Sweeney
CHAIR, BOARD OF SUPERVISORS

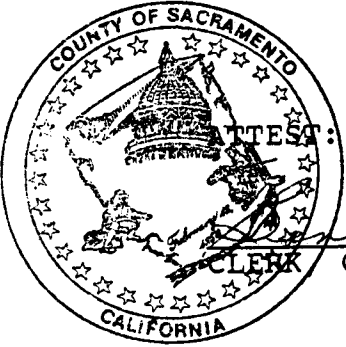
JAMES R. SWEENEY

ATTEST:

10-8-91

Margaret E. Moody
DEPUTY CLERK, EL DORADO COUNTY

10-8-91



COUNTY OF SACRAMENTO

By: *Rob Johnson*
Vice CHAIR, BOARD OF SUPERVISORS OCT 01 1991

ATTEST:

Julene Lof
CITY CLERK, CITY OF FOLSOM

CITY OF FOLSOM

By: *[Signature]*
MAYOR

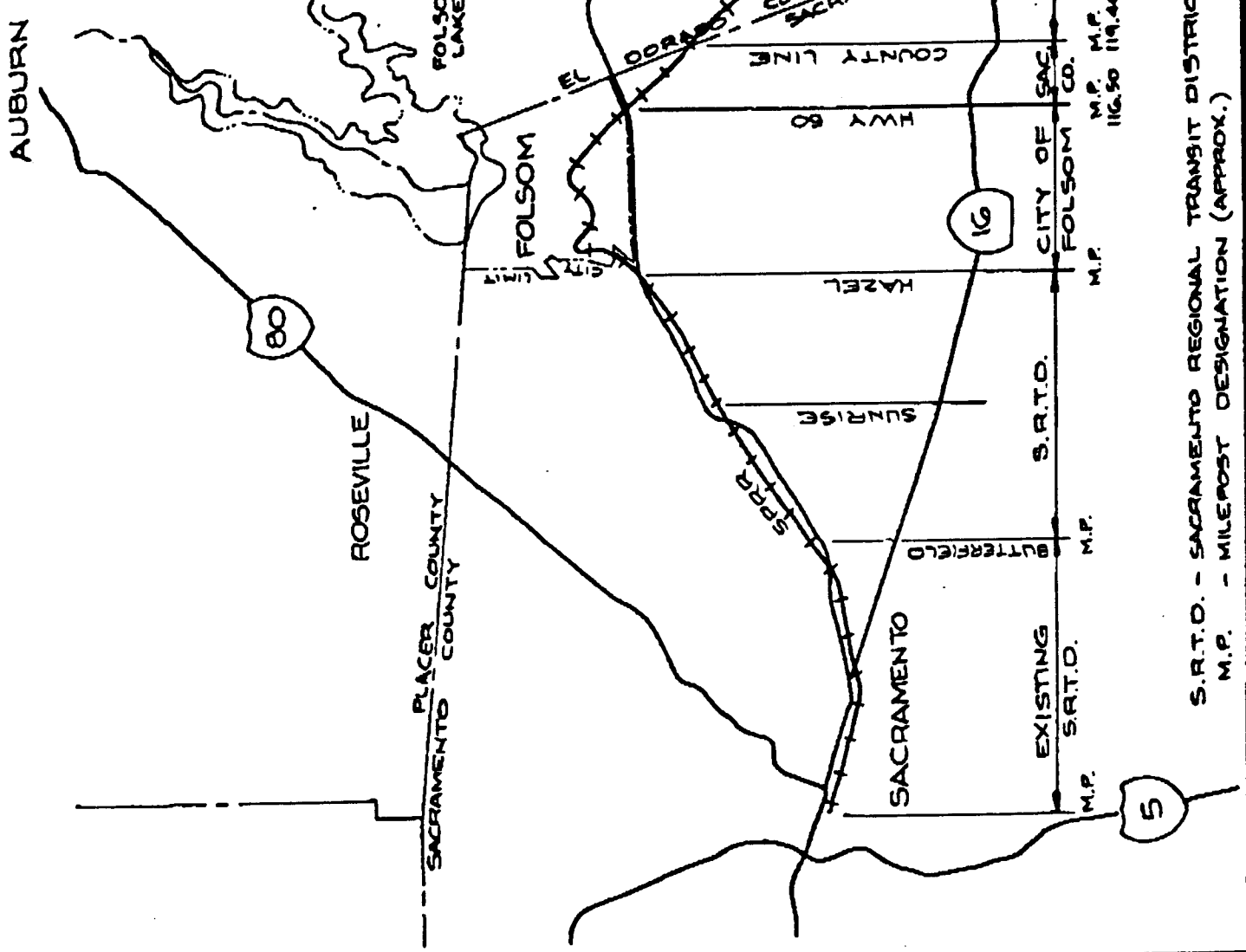
SACRAMENTO REGIONAL TRANSIT DISTRICT

By: *Grantton Johnson*
CHAIR, BOARD OF DIRECTORS

ATTEST:

Nancy R. Aberts
ASSISTANT SECRETARY,
BOARD OF DIRECTORS

SOUTHERN PACIFIC RAILROAD PLACERVILLE BRANCH AREAS OF INTEREST



S.R.T.D. - SACRAMENTO REGIONAL TRANSIT DISTRICT
M.P. - MILEPOST DESIGNATION (APPROX.)

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL**

AGENDA TITLE: JPA Agreement for Acquisition of Southern Pacific Railroad

DEPARTMENT: Transportation

DATE: 9/24/91

CAO USE ONLY

CONTACT: Scott Chadd

PHONE: 5904

D 9 27 91

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

On March 28, 1991, representatives of Sacramento County, Regional Transit, El Dorado County, City of Folsom, and Caltrans met to coordinate local agencies in the effort to acquire the Southern Pacific Railroad (SPRR) Placerville Branch from Brighton to the City of Placerville, inclusive. The goal of the meetings was to initiate a process through which commitments could be made to form a Joint Power Agency (JPA) to purchase, operate and manage the right of way.

The Department of Transportation recommends that the Board execute the attached resolution authorizing the Chairman to enter into a Joint Powers Agreement with Sacramento Regional Transit, County of Sacramento and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way.

CAO RECOMMENDATION:

CAO CONCURS

Financial Impact? () Yes (x) No

Funding Source: () Gen Fund () Other

BUDGET RECAP:

Total Estimated Cost \$ _____
Amt. Budgeted \$ _____
New Funding Required \$ _____
New Revenue Avail. \$ _____
Change In Net County Cost \$ _____

CAO Office Use Only:

4/5's Vote Req'd () Yes (x) No
Change In Policy () Yes (x) No
New Personnel () Yes (x) No

CONCURRENCES:

Risk Management 9/27/91
County Counsel 9/27/91
Other _____

BOARD ACTIONS: OCT - 8 1991

RESOLUTION NO. 330-91 ADOPTED AUTHORIZING CHAIRMAN TO SIGN, WITH THE CAVEAT THAT IT WOULD BE (INVOLVING THE AREA) UP TO THE WESTERLY (RIGHT OF WAY) BOUNDARY OF MISSOURI FLAT ROAD; AND FURTHER, BOARD APPOINTED MR. SWEENEY TO SERVE AS THE BOARD'S REPRESENTATIVE ON SAID BOARD, AND APPOINTED MR. GERWER AS ALTERNATE.

Vote: Unanimous _____ or _____

Ayes: SUPERVISORS SWEENEY, GERWER, DORR, CENTER

UPTON

Noes: NONE

Abstentions: NONE

Absent: NONE

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: October 8, 1991

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

By: Margaret E. Moody

Deputy Clerk



RESOLUTION NO. 330-91
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM
FOR ACQUISITION AND PRESERVATION OF THE
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY**

BE IT RESOLVED AND ORDERED that the Chairman of the Board of the County of El Dorado, be and is authorized and directed to execute a Joint Powers Agreement with Sacramento Regional Transit District, the County of Sacramento, and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way and to do everything necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Supervisor J. SWEENEY, seconded by Supervisor V. GERWER, the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of El Dorado, State of California, this 8th day of October, 1991, by the following vote, to-wit:

AYES: DORR, GERWER, SWEENEY, CENTER, UPTON
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the 8th day of October, 1991, by the following vote of said Board:
Supervisors Robert E. Dorr,
Vernon F. Gerwer, James R. Sweeney,
Ayes: William N. Center, John E. Upton

ATTEST

DIXIE L. FOOTE

Clerk of the Board of Supervisors

By Margaret E. Moody
Deputy Clerk

Noes: None

Absent: None

James R. Sweeney
Chairman, Board of Supervisors

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE October 8, 1991

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By Margaret E. Moody
Deputy Clerk

COUNTY OF SACRAMENTO
Inter-Department Correspondence

October 2, 1991

To : Doug Fraleigh, Director
Department of Public Works

From : *BW* Bev Williams, Clerk
Board of Supervisors

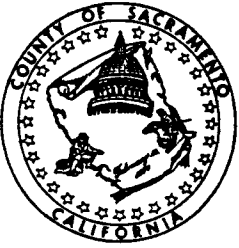
Subject: Item 47 10/1/91 Agenda
Resolution Authorizing Chairman to Enter into a Joint Power
Agreement with Sacramento Regional Transit District, County of
El Dorado and the City of Folsom, for the Acquisition and
Preservation of the Southern Pacific Placerville Branch Railroad
Right of Way

The Board of Supervisors, at a regular meeting held on
October 1, 1991, approved staff's recommendations by
Resolution No. 91-1576 and appointed Grantland Johnson as
a member of the governing board.

BAW/adj

#40

DOUGLAS M. FRALEIGH, Director
W. H. HARADA, Deputy Director
F. I. HODGKINS, Deputy Director
TERRY T. TICE, Deputy Director



COUNTY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

COUNTY ADMINISTRATION BUILDING • ROOM 304 • 827 SEVENTH STREET
SACRAMENTO, CALIFORNIA 95814
TELEPHONE: (916) 440-6581
FAX (916) 440-7100

September 24, 1991

Honorable Board of Supervisors
County of Sacramento
State of California

Members in Session: --

Subject: JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM, FOR ACQUISITION AND
PRESERVATION OF THE SOUTHERN PACIFIC PLACERVILLE BRANCH
RAILROAD RIGHT OF WAY

RECOMMENDATION:

It is recommended that your Board execute the attached resolution authorizing the Chairman to enter into a Joint Powers Agreement with Sacramento Regional Transit District, County of El Dorado and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way.

DISCUSSION:

On March 28, 1991, representatives of Sacramento County, Regional Transit, El Dorado County, City of Folsom, and Caltrans met to coordinate local agencies in the effort to acquire the Southern Pacific Railroad (SPRR) Placerville Branch from Brighton to the City of Placerville, inclusive. The goal of the meetings was to initiate a process through which commitments could be made to form a Joint Power Agency (JPA) to purchase, operate and manage the right of way. The representatives were in agreement that it may be in the best interest of each agency to jointly acquire the right of way since negotiating power and acquisition cost could be substantially better than on a piecemeal basis.

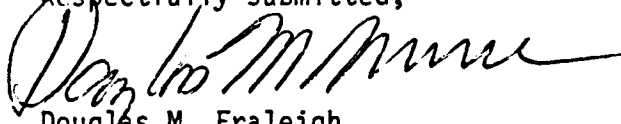
The California Transportation Commission (CTC) has already approved \$2 million for the purchase of right of way in the Placerville area. It is anticipated that through a joint agency effort the CTC could be convinced to allocate an additional amount of the funding necessary to purchase the remaining corridor in conjunction with funding from the involved agencies. The Federal government and the Interstate Commerce Commission have statutes which assist in purchasing railroad corridors and "rail-banking" properties or preserved properties through the National Trails Act. SPRR has been acquired by Phil Anschutz, owner of Denver-based Rio Grande Railroad, who is motivated to divest unproductive properties from SPRR.

Caltrans has been authorized by the CTC to purchase right of way within the Placerville area under a "protection program" which sets aside property for future transportation use. In order to convince the CTC of the worthiness of this project, a clear statement of goals, objectives and benefits would be required. Already, most local jurisdiction General Plans and Zoning Codes recognize the existing SPRR rail corridor and intend for its protection and future use.

On May 14, 1991, your Board authorized the Director of Public Works to work with participating agencies for the purpose of drafting a Joint Powers Agency to negotiate the acquisition of the Placerville Branch of Southern Pacific Railroad, and presenting that Joint Powers Agreement to your Board. The attached JPA has been reviewed by County Counsel as to form. The key elements of the agreement are as follows:

1. The governing Board is composed of five directors, one appointed by each member agency and the fifth appointed by those four. Each has an alternate.
2. All actions of the Board require a four-fifths vote except a unanimous vote is required to:
 - a. form an assessment or special tax district,
 - b. sell bonds,
 - c. make a financial commitment in excess of one year, and
 - d. determine the initial budget and determine the method of allocating the member contribution allocations.
3. The JPA may enter into reciprocal use agreements with the member agencies. If so, the agreement would provide for appropriate indemnification.
4. The Sacramento County Auditor and Treasurer shall act as auditor and treasurer, respectively, for the JPA.
5. Each year the JPA shall establish its budget and allocate the same to the member agencies.
6. Any member agency may withdraw on 90 days written notice.

Respectfully submitted,


Douglas M. Fraleigh
Director of Public Works

COUNTY OF SACRAMENTO

RESOLUTION NO. 91-1576

JOINT POWERS AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT DISTRICT,
COUNTY OF EL DORADO AND THE CITY OF FOLSOM
FOR ACQUISITION AND PRESERVATION OF THE
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY

BE IT RESOLVED AND ORDERED that the Chairman of the Board of the County of Sacramento, be and is authorized and directed to execute a Joint Powers Agreement with Sacramento Regional Transit District, the County of El Dorado and the City of Folsom for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad right of way and to do everything necessary to carry out the purpose and intent of this Resolution.

ON A MOTION by Supervisor G. JOHNSON, seconded by Supervisor T. JOHNSON, the foregoing resolution was passed and adopted by the BOARD OF SUPERVISORS of the County of Sacramento, State of California, this 1st day of October, 1991, by the following vote, to-wit:

AYES: SUPERVISORS, G. Johnson, T. Johnson, Smoley, Streng
NOES: SUPERVISORS, none
ABSENT: SUPERVISORS, Collin
ABSTAIN: SUPERVISORS, none

In accordance with Section 25103 of the Government Code of the State of California a copy of this document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on

OCT 01 1991

By Ali G. Farbol
Deputy Clerk, Board of Supervisors

Gene Collin
CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED

OCT 01 1991

BOARD OF SUPERVISORS
Barbara A. Williams
CLERK OF THE BOARD



ATTEST: Barbara A. Williams
Clerk of the Board of Supervisors

The foregoing is a correct copy of a resolution adopted by the Board of Supervisors, Sacramento County, California

on October 1, 1991
Dated October 2, 1991
Clerk of said Board of Supervisors
By Ali G. Farbol
Deputy