

AMENDMENT #1

TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING AMONG THE CITIES OF SUTTER CREEK, JACKSON, IONE, AMADOR CITY, AND PLYMOUTH, THE COUNTY OF AMADOR, AND THE AMADOR COUNTY TRANSPORTATION COMMISSION, UPDATING THE REGIONAL TRAFFIC MITIGATION FEE PROGRAM

This Amended and Restated Memorandum of Understanding ("MOU") that was entered into on the 15th day of September 2016, by and among the cities of Sutter Creek, Jackson, Ione, Amador City, and Plymouth (individually, a "City" and, collectively, the "Cities"), the County of Amador (the "County"), and the Amador County Transportation Commission ("ACTC") (all of which are herein collectively referred to as "Members") is hereby amended to strengthen the MOU into a binding contract.

WHEREAS, effective October 19, 2006, the Members entered into a Memorandum of Understanding (the "Prior MOU") concerning the Countywide Regional Traffic Mitigation Fee Program for the collection and expenditure of regional traffic impact fees to fund transportation improvements of regional significance deemed valuable to all of the Members (herein referred to as "RTMF Program" and "RTMF Fees"); and

WHEREAS, the Members desire to update and continue the RTMF Program pursuant to the terms and conditions of this MOU; and

WHEREAS, the updated RTMF Program is reflected by and comprised of the fee schedule, capital improvement program, nexus plan, and administrative policies and procedures contained in Exhibits A, B, C, and D, respectively, as well as separate implementing ordinances and resolutions adopted by each Member, which collectively set forth parameters for the collection, expenditure, administration, accounting, and reporting of the RTMF Fees collected and describe the roles and responsibilities of the Members.

IT IS HEREBY AGREED:

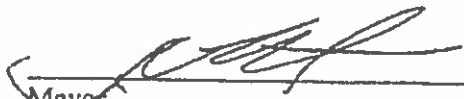
1. The Cities and the County agree to collect RTMF Fees from all building permits and applicable entitlements issued by their respective jurisdictions in accordance with this MOU and the RTMF Program as adopted by each of their legislative bodies.
2. The ACTC agrees to administer the RTMF Program on behalf of the Cities and the County in accordance with this MOU and as directed by an Oversight Committee appointed by the Cities and the County. The voting membership consists of one member each from the Cities, one member from the County, and one member from the ACTC who shall be a representative of the County.
3. The Members agree to work cooperatively with each other in accordance with this MOU, including but not limited to providing timely information when needed and taking timely action when required.
4. Members understand and agree that this MOU is a binding contract, not related to annual

budgetary and other legislative actions by their respective legislative bodies. This MOU is an expression of their intent to cooperate in funding all capital improvements identified on Exhibit B throughout the full term of this MOU. If a Member withdraws from the MOU, those projects for which the withdrawing Member would have been the lead agency shall be removed from Exhibit B and the withdrawing Member shall have no right to the RTMF fees already turned over to ACTC.


5. The Members agree that the Prior MOU is hereby rescinded and replaced with this MOU.
6. The Members agree that this MOU shall remain in effect until 2035, or until all capital improvement projects shown on Exhibit B are completed, whichever is earlier.
7. The Members' legislative bodies have by separate resolution authorized their duly appointed officers to execute this MOU.

IN WITNESS WHEREOF, the Members have executed this MOU effective as of the date first above written.

For the CITY OF SUTTER CREEK:

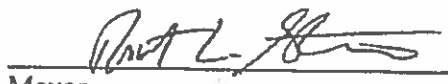


Mayor
Sutter Creek City Council
Date: 04-08-19




City Attorney
City of Sutter Creek
Date: 4-8-19

For the CITY OF JACKSON:

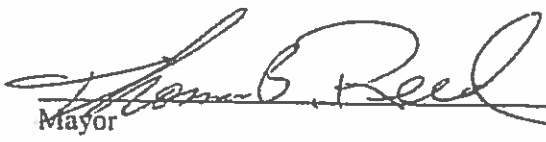


Mayor
Jackson City Council
Date: 2/20/19

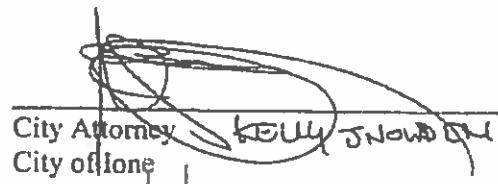


City Attorney
City of Jackson
Date: 2-27-19

For the CITY OF IONE:



Mayor
Ione City Council
Date: 4-2-19




City Attorney
City of Ione
Date: 4/2/19

For the CITY OF PLYMOUTH:



Mayor
Plymouth City Council
Date: 2/28/19


Larkin

City Attorney
City of Plymouth
Date: 2/28/19

For the CITY OF AMADOR CITY:



Mayor
Amador City Council
Date: 5/23/19

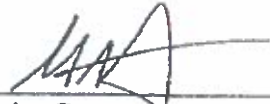
 for GREGG WAYLAND

City Attorney
City of Amador City
Date: 5/23/19

For AMADOR COUNTY:



Chairman
Amador County Board of Supervisors
Date: 3/19/19

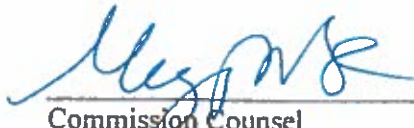


Amador County Council
Amador County Board of Supervisors
Date: 3/19/19

For the AMADOR COUNTY TRANSPORTATION COMMISSION:



Chairman
Amador County Transportation Commission
Date: June 6, 2019



Commission Counsel
Date: June 11, 2019