

City of Folsom
MAINTENANCE OF GREEN VALLEY ROAD
MEMORANDUM OF UNDERSTANDING
COUNTY OF EL DORADO

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “Memorandum”) made and entered into by and between the CITY OF FOLSOM, a Municipal Corporation, whose address is 50 Natoma Street, Folsom, California 95630 (hereinafter referred to as “CITY”) and the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter referred to as “COUNTY”).

WHEREAS, CITY and COUNTY are responsible for land planning decisions and the development of efficient circulation patterns within their respective jurisdictions;

WHEREAS, CITY and COUNTY recognize the need to jointly plan road improvements which ultimately link the CITY’s and COUNTY’s circulation systems to ensure that efficient circulation occurs within and between each jurisdiction without imposing undue burdens on the jurisdictions;

WHEREAS, CITY and COUNTY agree that Green Valley Road is a regional asset;

WHEREAS, CITY and COUNTY agree to maintain Green Valley Road as required by Federal Standards for Federally Funded improvements per Title 23 USC Chapter 1 §116 as described in Exhibit A;

WHEREAS, CITY and COUNTY agree that it is in the interest of both parties to cooperate in the maintenance of Green Valley Road as described in the description attached hereto as provided in the Bureau of Reclamation Agreements attached hereto as Exhibit B and shown on the map attached hereto as Exhibit C;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, CITY and COUNTY mutually agree as follows:

1. The segment of Green Valley Road in which Federal Funds were utilized includes all improvements between East Natoma Street and Sophia Parkway within the 5 Year Lease Agreement with the Bureau of Reclamation (hereinafter referred to as “Road”) as described and constructed as Exhibit B, attached hereto and as shown on the map attached hereto as Exhibit C, which Exhibits are incorporated herein and made by reference a part hereof. Exhibits B and C are referenced in this Memorandum only for the purpose of identifying the Road on the maps and the descriptions in those exhibits. The parties recognize that the County was not a party to any agreement in Exhibit B or plan in Exhibit C and that any rights, benefits, or obligations described in or contemplated in those documents remain with the City and any other party to the agreement or plan. By signing this Memorandum, the parties agree that the County does not undertake any obligation or responsibility and does not receive any right or benefit described in or contemplated by those exhibits.

2. Each party agrees to maintain, at its sole cost and expense, that portion of Green Valley Road that is solely within its respective jurisdictional boundaries. The parties agree that each shall provide the ongoing maintenance for that portion of the Road designated as its maintenance responsibility under the conditions outlined in Exhibit A, area described Bureau of Reclamation Agreements in Exhibit B, and shown by map on Exhibit C.
3. CITY and COUNTY consider that it is beneficial for each agency to receive advance notice of work to be done by either agency on Green Valley Road that will have an effect at the County Line, therefore, both agencies agree:
 - a. That CITY shall provide advance written notice of no less than ten (10) working days to COUNTY when maintenance by CITY is scheduled on the Road; and
 - b. That COUNTY shall provide advance written notice of no less than ten (10) working days to CITY when maintenance by COUNTY is scheduled on the Road.
4. CITY and COUNTY agree that the maintenance responsibility of striping the roadway shall be performed by each agency for 100 feet beyond the County Line by each respective agency when maintenance occurs.
5. This Memorandum shall become effective when fully executed by both parties hereto, it being understood and agreed that the execution of this Memorandum shall not affect any pre-existing obligations of either party pursuant to the terms of other Agreements, and shall remain in effect until such time as termination is mutually agreed upon.
6. Nothing in this Memorandum shall be construed to preclude CITY and COUNTY, respectively, from exercising their discretion in any manner, or from updating, modifying or revising their respective roadway and drainage standards. No future modifications to either CITY or COUNTY roadway and drainage standards shall obligate the other jurisdiction to apply lesser or more stringent maintenance and replacement requirements than currently exist to projects within its jurisdiction.
7. Nothing in this Memorandum shall be construed to preclude the CITY or COUNTY from implementing other regional or site specific improvements identified by any future studies.
8. Nothing in this Memorandum shall be construed to confer rights, privileges, or duties upon any third person not a party to this Memorandum. Nothing in this Memorandum shall be construed to create any form a joint venture, partnership or other association among the parties.
9. The parties agree to provide reasonable assistance to each other and to cooperate to carry out the intent and fulfill the provisions of this Memorandum.
10. If a minor revision has been effected within the limits of either agency's jurisdiction which affects the parties' division of maintenance, but does not materially increase the maintenance

or the maintenance obligation, the responsible agency will provide new, updated, and revised Exhibits A, B and C to the other agency, which may be approved by the County Director of Transportation or City Public Works Director.

11. This Memorandum may not be terminated within the life cycle of the improvements.
12. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Rafael Martinez, Director
Department of Transportation

With a Copy to:

County of El Dorado
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Andrew Gaber (or successor)
Deputy Director of Engineering
Department of Transportation

Or to such other location as COUNTY directs.

Notices to CITY shall be addressed as follows:

City of Folsom
50 Natoma Street
Folsom, California 95630

Attn.: Public Works Director

Or to such other location as CITY directs.

13. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.
14. This Memorandum is to be governed by and construed in accordance with the laws of the State of California. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Sacramento County or El Dorado County, California.

15. The CITY officer or employee with responsibility for administering this Agreement is the City Manager, City of Folsom, or his/her designee. The County officer or employee with responsibility for administering this Agreement is the Director of Transportation, El Dorado County Community Services, or his/her designee.
16. Neither this Memorandum, nor any part thereof, may be assigned by either party without the express written approval of the other party.
17. This instrument constitutes the sole and only Agreement between CITY and COUNTY respecting the fair share of the maintenance of Green Valley Road due to the improvements made utilizing federal funds and correctly sets forth the obligations of CITY and COUNTY to each other as of its effective date. This Memorandum incorporates or supersedes all prior written or oral agreements or understandings. Any agreements or representations or representations respecting the work to be performed or the Memorandum not expressly set forth in this instrument are null and void.
18. This Memorandum is subject to the provisions of Government Code Sections 895-895.8 regarding agreements between public entities. CITY and COUNTY shall maintain appropriate insurance consistent with its status as a public agency during the term of this Memorandum.
19. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work performed by, or authority, or jurisdiction conferred upon COUNTY or arising under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless CITY and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Memorandum.
20. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work performed by, or authority, or jurisdiction conferred upon CITY or arising under this agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless COUNTY and all its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Memorandum.
21. The parties to this Memorandum represent that the undersigned individuals executing this Memorandum on the respective behalf are full authorized to do so by law or other appropriate instrument and bind upon said parties to obligations set forth herein. If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the dates indicated below.

--CITY OF FOLSOM--

By: _____
Evert Palmer
City Manager
"CITY"

Dated: _____

Attest:
Christa Saunders
City Clerk

By: _____
Christa Freemantle
City Clerk

Dated: _____

Approved as to Form:

By: _____
Steven Wang
City Attorney

Dated: _____

--EL DORADO COUNTY--

By: _____
Board of Supervisors
"COUNTY"

Dated: _____

By: _____
Clerk of the Board of Supervisors

Dated: _____

Approved as to Form:

By: _____
County Counsel

Dated: _____