

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF EL DORADO AND THE
CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this ___ day of _____, 2017, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority (the “JPA”)¹ and the County of El Dorado (“County”).

RECITALS

WHEREAS, the County has been involved in the development of the Capital SouthEast Connector Project (“Connector Project”) since its initiation at the Sacramento Area Council of Governments and assisted in the development of the Joint Exercise of Powers Agreement establishing the JPA as it exists today;

WHEREAS, the Connector Project will connect the County with other business and housing centers in the region, providing economic development opportunities to the County;

WHEREAS, based on the County’s participation in the JPA, the Connector Project is a symbol of regional cooperation and collaboration, which may increase the likelihood that the Connector Project will receive funding that it would not otherwise be eligible to receive;

WHEREAS, the JPA prepared and approved a Mitigated Negative Declaration for Segments D3 and E1 of the Connector Project;

WHEREAS, the County of El Dorado recorded a Notice of Determination for Segment D3 and E1 of the Connector project in compliance with Section 21108 or 21152 of the Public Resources Code on January 25, 2016;

WHEREAS, the JPA has entered into a contract with Dokken Engineering for final design and right of way acquisition for Segment D3, with the option to obtain final design and right of way acquisition services for Segment E1 in El Dorado County;

WHEREAS, sufficient Measure A funds are available for final design and right of way acquisition costs for Segment D3 in Sacramento County, but the JPA is not permitted to utilize Measure A funds for these services for Segment E1 in El Dorado County; and

WHEREAS, at a budget workshop and hearing of the County Board of Supervisors on April 26, 2016, and May 17, 2016, respectively, the County determined

¹ The full legal name of the Capital SouthEast Connector Joint Powers Authority is the “Elk Grove – Rancho Cordova – El Dorado Connector Authority.”

- a) Upon the execution of this Agreement, the JPA shall provide the County with an invoice in an amount not to exceed \$75,000.
- b) On October 1, 2017 the JPA shall provide the County with an invoice in an amount not to exceed \$75,000.
- c) On October 1, 2018 the JPA shall provide the County with an invoice in an amount not to exceed \$75,000.
- d) The County agrees to pay the JPA within thirty (30) days of receipt of each invoice. JPA invoices shall be in a format suitable to the County and shall contain information specified by the County.
- e) During the term of this Agreement, the JPA agrees to provide the County with quarterly statements reflecting the expenditure of funds contributed by the County since the prior statement. The quarterly statement shall be supported by invoices from Dokken Engineering detailing work provided to date.

5. Records: The JPA shall maintain financial and project records that fairly reflect the activities of the JPA and its consultants pertaining to the final design services. Upon reasonable request by the County, the JPA shall make available for inspection and audit by the County, all books, financial records, program information, and other records pertaining to the operation of the JPA in relation to the final design services.

6. Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code Section 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the MOU pursuant to Government Code Section 8546.7; JPA and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the MOU, including but not limited to, the costs of administering the MOU. All parties shall make such materials available at their respective offices at all reasonable times during the MOU period and for three (3) years from the date of final payment under the MOU. The state, State Auditor, COUNTY, and documents of JPA and its certified public accountants (CPA) work papers that are pertinent to the MOU.

7. Indemnification: The JPA and the County shall each defend, indemnify, and hold harmless each other, as well as their respective officers, agents, and employees, from any claim, loss, or liability, arising out of or connected with any acts or omissions of that party or its officers, agents, consultants, contractors, or employees when performing activities or obligations required of that party under this MOU.

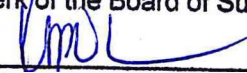
8. Contract Administrator: The County officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director, Engineering, Community Development Services, Transportation Department, or successor.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS
MEMORANDUM OF UNDERSTANDING AS OF THE DATE HEREIN ABOVE
APPEARING:


COUNTY OF EL DORADO


Shiva Frentzen
Chair, Board of Supervisors

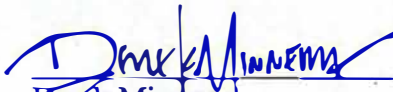
ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By 
Kim Dawson, Sr. Deputy Clerk
9/26/17


APPROVED AS TO FORM:


Michael J. Ciccozzi
County Counsel

**ELK GROVE – RANCHO CORDOVA –
EL DORADO CONNECTOR AUTHORITY**


Derek Minnema
Executive Officer

APPROVED AS TO FORM:


Renne Sloan Holtzman Sakai
Legal Counsel to the JPA