



COUNTY OF EL DORADO

MAINTENANCE OF SOPHIA PARKWAY MEMORANDUM OF UNDERSTANDING

AGMT # 13-53632

CITY OF FOLSOM

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

RECITALS

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

WHEREAS, COUNTY and CITY 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 or on those seeking to develop lands within each jurisdiction;

WHEREAS, COUNTY and CITY agree that Sophia Parkway provides a regional traffic solution to the respective jurisdictions;

WHEREAS, COUNTY and CITY agree that it is in the interest of both parties to cooperate in the maintenance of that portion of Sophia Parkway described in the description attached hereto as Exhibit A and shown in the map attached hereto as Exhibit B;

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

1. A segment of Sophia Parkway including all improvements within the right-of-way (hereinafter referred to as "Road"), was constructed in accordance with the alignment described as Exhibit A, attached hereto and as shown on the map attached hereto as Exhibit B, which Exhibits are incorporated herein and made by reference a part hereof.
2. Each party agrees to maintain, at its sole cost and expense, that portion of Sophia Parkway that is solely within its respective jurisdictional boundaries excepting that portion of the Road designated as the shared cost segment described and depicted in Exhibit A and Exhibit B hereto. The parties agree that each shall provide the ongoing maintenance for that portion of the Road designated as its maintenance responsibility in Exhibit A and Exhibit B. The parties agree that COUNTY shall maintain 54% and CITY shall maintain 46% of area of the Road. These percentages are derived by dividing the acreage in each jurisdiction by the total acreage of the Road. These percentages equate to County maintaining the Road north of Point A as shown on Exhibit B and City maintaining the Road south of Point A shown on Exhibit B.

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3. COUNTY and CITY consider that it is beneficial for each agency to receive advance notice of work to be done by either agency on any portion of Sophia Parkway, therefore, both agencies agree:
 - a. That COUNTY shall provide advance notice of no less than ten (10) working days to CITY when maintenance by County is scheduled on the Road; and
 - b. That CITY shall provide advance notice of no less than ten (10) working days to COUNTY when maintenance by CITY is scheduled on the Road.
 4. COUNTY and CITY agree that the maintenance responsibility of striping the roadway shall be performed by each agency for 100 feet beyond Point A identified in Exhibit B hereto. Said Point A shall be identified with markers set by each respective agency identifying the beginning of point of their jurisdiction.
 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 COUNTY and CITY, 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 COUNTY or CITY 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 COUNTY or CITY 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 of 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 obligation, the responsible agency will provide new, updated, and revised Exhibits A and B to the other agency, which may be approved by the Director of Transportation or City Public Works Director.
 11. Either party may terminate this Memorandum upon thirty (30) days written notice to the other.
 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.: Kimberly A. Kerr, Acting Director
Community Development Agency

With a Copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

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.: David Miller, Public Works Director

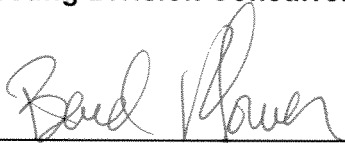
or to such other location as CITY directs.

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 El Dorado County, California.
15. The COUNTY Officer or employee with responsibility for administering this Agreement is Kimberly A. Kerr, Acting Director, Community Development Agency, or successor.
16. Neither this Memorandum, nor any part thereof, may be assigned by CITY without the express written approval of COUNTY.
17. This instrument constitutes the sole and only Agreement between COUNTY and CITY respecting COUNTY's fair share of the maintenance of Sophia Parkway, and correctly sets forth the obligations of COUNTY and CITY 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 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. COUNTY and CITY shall maintain appropriate insurance consistent with its status as a public agency during the term of this Memorandum.
19. 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, 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, tortuous, 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.

20. 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, 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, tortuous, 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.
21. The parties to this Memorandum represent that the undersigned individuals executing this Memorandum on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Division Concurrence:

By: 
Bard R. Lower, Director
Transportation Division
Community Development Agency

Dated: 6/26/13

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Acting Director
Community Development Agency
Transportation Director

Dated: 6/17/13

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

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

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

By: _____
Deputy Clerk

Dated: _____

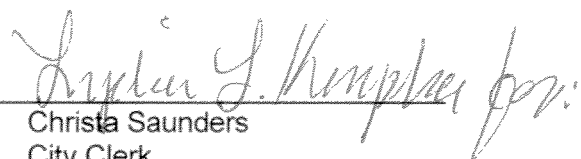
Approved as to Form:

By: _____
County Counsel

--CITY OF FOLSOM--

By: 
Evert Palmer
City Manager
"CITY"

Dated: 8/2/13

By: 
Christa Saunders
City Clerk

Dated: 8/2/2013

Approved as to Form:

By: 
Bruce C. Cline
City Attorney

