

RESOLUTION NO. 2011-064

Adopted by the Sacramento City Council

February 8, 2011

MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF SACRAMENTO FOR WORK ON TRANSPORTATION PROJECTS

BACKGROUND

- A. The City of Sacramento and Sacramento County share borders in the eastern and northern part of the City and major developments are planned in these areas.
- B. If the development in one jurisdiction is not within an existing financing plan, the potential environmental impacts to the other jurisdiction are not completely mitigated or funded through the regular California Environmental Quality Act (CEQA) process.
- C. The City and County have been working together to emphasize the ongoing need for governmental cooperation when the impacts of development projects or policies for development go beyond the geographic boundaries and potentially conflict with the other jurisdiction's policies.
- D. The MOU is designed to provide a framework for cooperation and a set of mutually acceptable principles that the City and the County are prepared to implement when considering new development projects that have significant transportation impact in both jurisdictions.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager is authorized to execute a Memorandum of Understanding with the County of Sacramento for cooperation when considering transportation projects or policies that would potentially impact the other jurisdiction.
- Section 2. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A – Memorandum of Understanding

Adopted by the City of Sacramento City Council on February 8, 2011 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, R Fong, McCarty, Pannell, Schenirer, Sheedy, and Mayor Johnson.

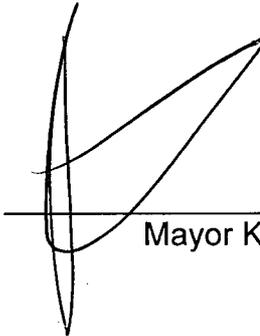
Noes: None.

Abstain: None.

Absent: None.

Attest:


Shirley Concolino, City Clerk



Mayor Kevin Johnson

Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract is included as an exhibit to the Resolution, however, the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are to be in the Office of the City Clerk before agenda publication.

SACRAMENTO COUNTY-CITY CROSS JURISDICTIONAL MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of this ____ day of _____, 2011, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the CITY OF SACRAMENTO, a municipal corporation of the State of California, hereinafter referred to as “CITY.” COUNTY and CITY shall be collectively referred to as “Parties.”

GOALS

1. To provide a framework to advance cross-jurisdictional cooperation and enhance regional mobility while preserving the livability of communities and neighborhoods.
2. To identify potential options for short and long term improvements to regional and county transportation networks and a mechanism to coordinate planning and implementation of transportation infrastructure.
3. To develop mutually beneficial solutions that reflect the participation and priorities of regional partners, as well as the interests of other stakeholders deemed appropriate by both Parties.

BACKGROUND

The Parties have been working together to develop a collaborative plan to address short and long-term solutions, and appropriate mitigation, for inter-county/regional transportation issues including north/south and east/west connectivity (“Plan”). The Parties each have existing or pending development projects that will impact the other in varying degrees. Therefore, the Parties agree that major projects will be conditioned to participate on a fair share basis in any potential funding required to address and mitigate for the impacts.

PURPOSES OF MEMORANDUM OF UNDERSTANDING

1. To collaborate on issues of regional connectivity, roadway infrastructure funding, and implementation of solutions.
2. To define a mutually acceptable set of principles that the Parties are prepared to implement when considering, conditioning, approving and developing future land uses, specific plans and transportation plans in each respective jurisdiction.
3. To apply this MOU to projects in either the COUNTY or the CITY that have, or will have, potentially significant impacts in the area covered by this MOU.

4. To analyze major roadways and arterials serving regional traffic in proposed new development areas and to potentially analyze other minor roadways or new roadways to identify impacts in other critical areas and opportunities for north/south and east/west connectors.

GUIDING PRINCIPLES

I. Land use and impact sharing within the cross jurisdictional areas should be guided as follows:

A. Transportation, Traffic and Transit:

1. Develop priorities that will address the most critical needs first.
2. To the extent possible, roadways and corridors crossing jurisdictional lines shall be jointly planned and improvements/costs established.
3. Roadways and corridor improvements shall be installed in a timely manner and be of similar design, appearance and functionality; recognizing that there may be differing LOS within each jurisdiction and through various roadway segments.
4. Jointly hire and pay for third party consultant(s) to utilize current information in evaluating the current operations of the roadway networks within the region.
5. If necessary, the third party consultant(s) may independently evaluate potential roadway network and connectivity issues. The work should include and not be limited to:
 - Propose transportation solutions; identify the improvements, timing and projects costs as well as potential funding sources;
 - Identify estimated project costs;
 - Identify on-going maintenance costs for an agreed upon period of time;
6. In evaluating all the above options transit, bicycle and pedestrian facilities shall also be considered and included to provide flexible and efficient use of modes. In evaluating all of the above circulation, if feasible, connectivity and landscaping (especially tree shading) should also be addressed.

B. Future Growth:

1. Regionally Significant Land Uses: The Parties agree to develop a planning process to review each other's projects in order to achieve common goals to provide sustainable and livable communities. Further, the process will include a mechanism for review of land use plans to ensure the compatibility between jurisdictions.
2. The Parties will consider the plans of other jurisdictions and stakeholders as future development projects and specific plans are developed and implemented.

C. Fiscal Resources:

A funding plan shall include and not be limited to the following:

1. Providing the necessary staff resources to implement this MOU.

2. The Parties understand that consultant services may be required to perform traffic studies and requisite supplemental work (as referenced in A.4. and A.5. of this document).
3. Enter into developer agreements (or similar document/agreement/conditioning) to ensure full funding of impacts and that will create the plan and mechanism for which developer fees will be collected and paid to cover costs.
4. That future major projects that create cross jurisdictional impacts should be examined to identify opportunities to condition these projects to include a mechanism that will allow such projects to participate on a fair share basis in any potential funding required to address and mitigate for these impacts.

D. Implementation:

1. This MOU shall be implemented primarily through staff of each Party, with review by the Sacramento County Board of Supervisors and the Sacramento City Council.
2. Identified milestones, policy considerations or funding commitments towards capital, maintenance or ongoing expenses shall require the Board of Supervisors and City Council involvement and action.

Effective Date and Term:

This MOU shall be deemed effective as of the date entered on Page 1 of this document and will remain in effect until terminated in writing by one or both Parties.

Notification and Contact Information:

Any notice, demand or request that any party may or is required to give another party pursuant to this MOU shall be conveyed either by telephone, fax, e-mail or mail, to the following:

TO: Sacramento County
Department of Transportation, Office of the Director
906 G Street, Suite 510
Sacramento, CA 95814
Phone: (916) 874-6291
Fax: (916) 874-7831

TO: City of Sacramento
Department of Transportation, Office of the Director
915 "P" Street, 2nd Floor
Sacramento, CA 95814
Phone: (916) 808-7100
Fax: (916) 808-5573

Entire Agreement:

This MOU constitutes the entire understanding between the Parties concerning the subject matter herein.

Counterparts:

This Agreement may be signed in counterparts and shall be deemed executed when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

CITY OF SACRAMENTO, a municipal corporation
of the State of California

By: _____
Chair, Board of Supervisors

By: _____
City Manager

Date: _____

Date: _____

(SEAL)

Agreement approved by City Council
February 8, 2011

Resolution No. _____

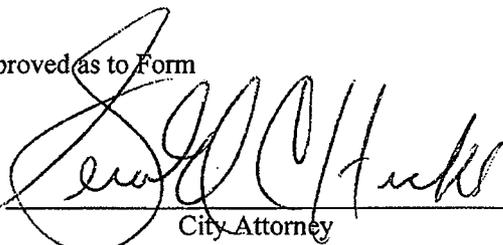
ATTEST:

By: _____
Clerk, Board of Supervisors

Reviewed and Approved by County Counsel

Approved as to Form

By: _____
Robert P. Parrish, Deputy County Counsel

By:  _____
City Attorney

County Contract No. 52330