

**MEMORANDUM OF UNDERSTANDING  
REGIONAL TRANSPORTATION FUNDING PLAN  
FOR ENGINEERING DESIGN OF RIEGO ROAD/BASELINE ROAD SIGNALS AT THE  
INTERSECTIONS OF PLEASANT GROVE ROAD NORTH, PLEASANT GROVE ROAD  
SOUTH, AND LOCUST ROADS**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 2022, (“Execution Date”) by and between the County of Placer, the City of Roseville, and the County of Sutter (collectively the “Participating Agencies”).

**RECITALS**

**Common Interests**

WHEREAS, improved traffic circulation between South Placer County and South Sutter County along Baseline Road from State Route 99 in Sutter County to Foothills Boulevard in the City of Roseville is paramount to creating sustainable economic development in the South Placer and South Sutter region; and

WHEREAS, the existing traffic volumes on Riego Road in Sutter County and Baseline Road in Placer County are experiencing unacceptable levels of traffic congestion at the existing stop sign controlled intersections; and

WHEREAS, improving these intersections with dedicated left turn lanes and signalized intersections will greatly improve existing congestion; and

WHEREAS, existing traffic impacts along with traffic impacts of future planned and approved development projects approved in one jurisdiction may overlap or cross the boundary of another jurisdiction; and

WHEREAS, Sutter County, Placer County and the City of Roseville currently are affected by the regional traffic impacts of traffic congestion on Riego Road and Baseline Road; and

WHEREAS, the Participating Agencies mutually desire to improve the intersections of Riego Road at Pleasant Grove Road North, Riego Road at Pleasant Grove Road South, and Baseline Road at Locust Road, by widening the road to allow for dedicated left turn lanes and installing traffic signals to reduce the existing traffic congestion and help mitigate impacts of future planned and approved developments in the South Placer and South Sutter region.

**Work Cooperatively Together**

WHEREAS, the Participating Agencies recognize that it is in their best interest to work cooperatively with each other to plan for, design, fund, and finance, and determine the timing of construction of Riego Road/Baseline Road transportation improvements located in the Participating Agencies

respective jurisdictions.

## **AGREEMENT**

### **SECTION 1. DEVELOPMENT OF PLANS, SPECIFICATIONS, AND ESTIMATES**

- 1.1 The purpose of this Agreement is to facilitate a proactive multi-jurisdictional approach between the Participating Agencies to design and prepare project plans, specifications, and estimates of construction costs for three signals located at: Riego Road and Pleasant Grove Road North, Riego Road and Pleasant Grove Road South, and Baseline Road and Locust Road. This work shall include determining all utility relocations, right of way acquisitions, and drainage improvements necessary along with any coordination required with other entities like regulatory agencies, railroads, approved developments, and local businesses that may be impacted.
- 1.2 The Participating Agencies agree that Placer County staff will act as the lead agency for the development and delivery of the Engineering Design, Preparation of Plans, Specifications, and Estimates for the work necessary to install three signals with dedicated left turn lanes at the locations mentioned within this agreement.
- 1.3 The Participating Agencies agree to continue to work diligently and cooperatively and to share information with one another as it relates to the design of the improvements included in this agreement.
- 1.4 In support of the design work included within this agreement, the Participating Agencies:
  - 1) Authorize Placer County staff to act on behalf of each agency as it relates to the relocation of utilities under whatever franchise agreements are in place between each respective agency and the associated utility companies that are located within their right of way as it relates to the work required under this agreement.
  - 2) Authorize Placer County to enter into a Professional Services Agreement with Mark Thomas Co., Inc., for design, right of way, and environmental services necessary to design and prepare Plans, Specifications, and Estimates for the improvements included in this agreement.
  - 3) Authorize Placer County staff to bill their time spent working on these signal projects to the total project cost that is included within this agreement.
- 1.5 The Participating Agencies further agree that the participants will equally share in the cost of these design improvements by each paying one-third of the costs equally. The maximum estimated cost of this agreement is One Million Two Hundred Thousand Dollars, (\$1,200,000) and shall not be exceeded without a written amendment to this agreement.
- 1.6 A subsequent Memorandum of Understanding is required prior to construction of the improvements that will be designed under this agreement as construction costs, limits, and

schedule cannot be estimated until the design has been completed.

- 1.7 The Participating Agencies shall have the right to request, review and provide comments on all documents and records, including design documents, that are created pursuant to this Agreement.

## **SECTION 2. MISCELLANEOUS**

- 2.1 Effective Date. This Agreement is effective after execution by all the Participating Agencies and shall continue in effect until terminated by all the parties through mutual agreement.
- 2.2 Amendments. Any amendments to this Agreement shall be made by all Participating Agencies in writing.
- 2.3 Execution. The Board of Supervisors of the County of Placer, the City Council of the City of Roseville, and the Board of Supervisors of the County of Sutter have each authorized execution of this Agreement as evidence by the authorized signatures below.
- 2.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
- 2.5 Invoicing and Payment of Funds. Design costs will be split evenly between the three agencies and billed on a quarterly basis. Each agency agrees to provide payment within 30 days of each invoice up to a maximum aggregate amount of Four Hundred Thousand Dollars, (\$400,000) each.
- 2.6 Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the last date set out below:

**COUNTY OF PLACER:**

By: \_\_\_\_\_  
Ken Grehm  
Director, Department of Public Works

Approved as to Form:

By: \_\_\_\_\_  
County Counsel

**CITY OF ROSEVILLE:**

By: \_\_\_\_\_  
Dominick Casey  
City Manager

Approved as to Form:

By: \_\_\_\_\_  
Michelle Sheidenberger  
City Attorney

**COUNTY OF SUTTER:**

By: \_\_\_\_\_  
Mike Ziegenmeyer, Chair  
Sutter County Board of Supervisors

Approved as to Form:

By: \_\_\_\_\_  
County Counsel