

**MODIFICATION NUMBER 1 TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PLACER COUNTY DEPARTMENT OF PUBLIC WORKS
AND
NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS**

This first modification is made and entered into this 10th day of March 2020, by and between the County of Placer, hereinafter referred to as “Placer County”, and the County of Nevada, hereinafter referred to as “Nevada County”.

WITNESSETH

WHEREAS, on March 22, 2016, the Placer County Board of Supervisors approved a Memorandum of Understanding (MOU) with Nevada County to provide funding for the Donner Pass Road Improvement Project (Project); and

WHEREAS, the Central Federal Lands Highway Division (CFLHD) is managing the Project design and construction, including pavement rehabilitation, shoulder widening for bike lanes where feasible, and paving of selected pullouts for 6.54 miles of Donner Pass Road in Nevada and Placer Counties from I-80 to the Town of Truckee limits; and

WHEREAS, in 2016, the CFLHD engineer’s estimate for total Project cost was \$10,309,000, and under the MOU, Placer County’s matching funds contribution was \$154,228 for the portion of work in Placer County (approximately 0.91 miles); and

WHEREAS, CFLHD opened project bids on January 29, 2020, and the low bid was \$16,515,011; and

WHEREAS, based on the increased Project cost, Placer County and Nevada County wish to amend the MOU term and to increase Placer County’s financial contribution to \$320,000.

NOW, THEREFORE, the parties agree as follows:

1. Replace Item 1 in its entirety with the following:
 1. The term of this MOU shall be from March 22, 2016, to December 31, 2023.
2. Replace Item 4 in its entirety with the following:
 4. Placer County is required to contribute a matching share contribution not to exceed \$320,000 to fund the improvements within their jurisdiction.

- a. Payments to Nevada County will be made in arrears. Nevada County will provide Placer County with reports on the progress made on the improvement project and invoices on a monthly basis documenting costs incurred since the prior invoice. Nevada County will be notified within ten (10) business days following receipt of its invoice by Placer County of any circumstances or data identified in Nevada County's invoice that would cause withholding of approval and subsequent payment. Payment by Placer County to Nevada County shall be made within 30 days after receipt of an undisputed invoice. Placer County reserves the right to withhold payment of disputed amounts.
 - b. In no event shall Placer County be required to contribute any amount in excess of \$320,000 for the work to be performed by the CFLHD unless the Parties amend this MOU in writing.
3. Except as expressly provided in this Modification, the Memorandum of Understanding shall remain unchanged and in full force and effect. After this modification is duly executed and delivered by Placer County and Nevada County, this modification shall be and constitute an integral part to the Memorandum of Understanding.

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

PLACER COUNTY

NEVADA COUNTY

By: _____
 Director, Dept. of Public Works

By: _____
 Chair, Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Legal Counsel to Placer County

 Legal Counsel to Nevada County