



# **RESOLUTION No. 16-122**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN PLACER COUNTY AND NEVADA COUNTY, WHEREBY PLACER COUNTY SHALL CONTRIBUTE \$154,228 FOR THE DONNER PASS ROAD IMPROVEMENT PROJECT -DISTRICT V**

WHEREAS, on December 8, 2015 the Nevada County Board of Supervisors adopted Resolution No. 15-549 to approve an MOU between the Central Federal Lands Highway Division (CFLHD) and Nevada County in the amount of \$10,309,000 for the Donner Pass Road Improvement Project from I-80 to the Truckee town limits; and

WHEREAS, approximately 13.89% of Donner Pass Road is located within Placer County; and

WHEREAS, while the CFLHD will manage the project design and construction, the County will manage the project locally, including work on portions of Donner Pass Road located in Placer County; and

WHEREAS, Placer County supports the project and has agreed to enter into a MOU with Nevada County to memorialize the terms of this agreement, including Placer County's proposed \$154,228 local cash match requirement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves of the Memorandum of Understanding (MOU) between Placer County and Nevada County, whereby Placer County shall contribute \$154,228 local cash match requirement for the Donner Pass Road Improvement Project into fund 1114-30154-702-1000/449000.
2. Authorizes the Chair of the Board of Supervisors to execute the attached Memorandum of Understanding (MOU) on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of March, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

3/22/2016 cc: DPW\*  
AC\* (hold)

4/5/2016 cc: DPW\*  
Placer County  
AC\*(release)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLACER COUNTY DEPARTMENT OF PUBLIC WORKS  
AND  
NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS**

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This Memorandum of Understanding (“MOU”) between the Placer County Department of Public Works hereinafter “Placer County,” and the Nevada County Department of Public Works hereinafter “Nevada County” (collectively the “Parties”) is entered into effective March 22, 2016.

**WHEREAS**, Nevada County has approved a resolution approving an agreements between the Central Federal Lands Highway Division (CFLHD) in the amount of \$10,309,000 for the Donner Pass Road Improvement Project; and

**WHEREAS**, the project includes 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 Truckee town limits; and

**WHEREAS**, Nevada County is required to provide a matching project contribution in the form of Toll Credits and \$310,000 in cash from State Exchange dollars; and

**WHEREAS**, Placer County is required to provide \$154,228 in local cash matching project contributions for the portions of work in Placer County (approximately 0.91 miles); and

**WHEREAS**, while the CFLHD will manage project design and construction (with Nevada and Placer County input), Nevada County will act as the primary local contact on the project, including work on Donner Pass Road located in Placer County; and

**WHEREAS**, Placer County has expressed support for the project and has agreed to enter into a separate Memorandum of Understanding with Nevada County to memorialize the terms of this Agreement, including Placer County’s \$154,228 local cash match requirement.

**NOW, THEREFORE**, the parties agree as follows:

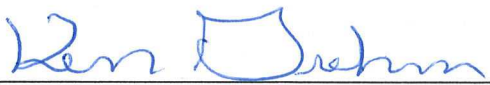
1. The term of this MOU shall be from March 22, 2016, to December 31, 2020.
2. Nevada County has entered into a separate Agreement with the CFLHD for the design and construction of improvements on Donner Pass Road between I-80 and the Truckee town limits and has attached that Agreement as Exhibit A.
3. These improvements include improvements along approximately 13.89% (0.91 miles) of Donner Pass Road located within Placer County. Nevada County will provide advance notice and status reports to Placer County as to work being completed in Placer

County. Placer County will coordinate and cooperate with Nevada County to allow for the completion of the work in Placer County.

4. Placer County is required to contribute a matching share contribution not to exceed \$154,228 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 \$154,228 for the work to be performed by the CFLHD unless the Parties amend this MOU in writing.
5. Placer County and Nevada County are separate public agencies. Nevada County, and the agents and employees of Nevada County, in the performance of services related to this MOU, will act as and be independent of Placer County and shall not be officers, employees, or agents of Placer County.
6. This MOU represents the entire understanding of the Parties as to those matters contained herein. This MOU may be modified or amended, or any of its provisions waived, only by written agreement executed by both Parties. This MOU may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

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

**PLACER COUNTY**

By:   
Director, Dept. of Public Works and Facilities

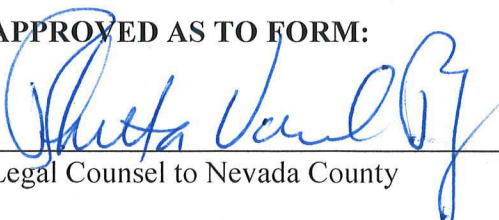
**APPROVED AS TO FORM:**

  
Legal Counsel to Placer County

**NEVADA COUNTY**

By:   
Chair, Board of Supervisors

**APPROVED AS TO FORM:**

  
Legal Counsel to Nevada County