



## COUNTY OF PLACER

**OFFICE OF  
COUNTY EXECUTIVE**  
THOMAS M. MILLER, County Executive Officer

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**To:** The Honorable Board of Supervisors  
**From:** Holly Heinzen, Assistant County Executive Officer  
By: Mary Herdegen, Senior Management Analyst  
**Date:** September 18, 2007  
**Subject:** Sacramento-Placer Cross Jurisdictional Memorandum of Understanding

### Action Requested:

Approve a Memorandum of Understanding (MOU) with Sacramento County which provides a framework to advance cross-jurisdictional cooperation and enhance regional mobility while preserving the livability of our communities and neighborhoods.

### Background:

Placer County and Sacramento County have been working together to develop a collaborative planning process and identify implementation mechanisms to address short and long-term solutions for regional transportation issues including north/south and east/west connectivity of regional roadways and transportation corridors, and for regional recreation facilities and natural resources. The outcome of this work is the attached Memorandum of Understanding that provides a framework and guiding principles to foster and implement cooperative planning efforts between Placer and Sacramento Counties and to facilitate development of appropriate regional public facilities and infrastructure to serve existing and new residents.

Staff recognizes that existing development and pending development projects will have cross jurisdictional impacts that should be planned and implemented from a broader planning perspective. As such, the MOU identifies an approach for addressing the demands on regional and county transportation networks, a mechanism to coordinate planning and implementation of transportation infrastructure, and to facilitate cooperative planning of open space/urban interface, regional parks and trails to enhance services and facilities to our respective residents.

The purpose of the MOU is to define a mutually acceptable set of proposed principles that the counties of Placer and Sacramento are prepared to implement when considering, conditioning, approving and developing future land uses, specific plans and transportation plans in each respective jurisdiction and to develop an appropriate funding plan that addresses fair share contributions for existing and new development.

This MOU would apply to projects in either county that have or will have a potentially significant impact in the area covered by the MOU. The MOU provides that major projects currently in process will be conditioned to include a mechanism to ensure that such projects

participate on a fair share basis in potential funding required to address and mitigate impacts. The MOU is consistent with Placer County's current planning approach. Placer County addressed this issue early on with approved mitigation measures in the Placer Vineyards Specific Plan EIR requiring the Vineyards development to provide fair share contributions to affected neighboring jurisdictions once those agencies negotiate and enter into such agreements (MOU). In Sacramento County, a similar measure is proposed for inclusion in the Elverta Specific Plan Rezone conditions and future project Conditions of Approval for consideration by the Sacramento County Board of Supervisors.

#### MOU Boundaries

This MOU applies in the area bounded by Blue Oaks/Philip Road to the north in the unincorporated area of Placer County and into new growth areas proposed by the City of Roseville; Highway 99 to the west and south to I-80 to include the north Natomas area in the City of Sacramento and Sacramento County to the south. Within this area, specific roadways to be analyzed are major arterials serving regional traffic, including, but not limited to, Base Line Road, Watt Avenue, Walerga Road – Fiddymont Road, PFE Road, Elverta Road, Elkhorn Boulevard, Locust Road - Elwyn Avenue, Dry Creek Road, and 16<sup>th</sup> Street. Other roadways or new roadways may also be analyzed in identifying other critical areas and opportunities for north/south and east/west connectors.

#### Stakeholders

The counties recognize the importance of integrating key regional partners in addressing these issues including the Sacramento Area Council of Governments (SACOG), the Placer County Transportation Planning Agency (PCTPA), Cities of Roseville and Sacramento, Sutter County, California Department of Transportation (CalTrans), and Regional Transit (RT). Both counties will seek to develop solutions that are mutually beneficial and reflect the participation and priorities of these regional partners, as well as the interests of other stakeholders and landowners.

#### Implementation:

The MOU shall primarily be implemented by staff from each County with review by each Board of Supervisors as necessary. Identified milestones, policy considerations or funding commitments towards capital, maintenance or ongoing expenses shall require specific involvement and action by the Board of Supervisors.

The Sacramento County Board of Supervisors unanimously approved this Memorandum of Understanding on September 11, 2007.

#### Fiscal Impact:

Costs for initial traffic studies will be shared between Sacramento and Placer Counties. Placer County's share is estimated at approximately \$50,000 and will be funded with traffic fees. Existing county resources will be utilized to provide for staff support to implement the MOU.

HH/

Attachment 1 – Sacramento-Placer Cross Jurisdictional MOU

## SACRAMENTO-PLACER CROSS JURISDICTIONAL MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "SACRAMENTO COUNTY," and the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "PLACER COUNTY."

### Goals:

A primary goal of this Memorandum of Understanding (MOU) is to provide a framework to advance cross-jurisdictional cooperation and enhance **Regional** mobility while preserving the livability of communities and neighborhoods.

It is anticipated that this process shall identify potential options and solutions for short and long term improvements to regional and county transportation networks and a mechanism to coordinate planning and implementation of transportation infrastructure, provision of open space, and to assist in cooperative planning of regional parks and trails to enhance services and facilities to our respective residents.

The parties recognize the importance of integrating key regional partners in addressing these issues including the Sacramento Area Council of Governments (SACOG), the Placer County Transportation Planning Agency (PCTPA), cities of Roseville and Sacramento, CalTrans, and Regional Transit (RT). Both counties will seek to develop solutions that are mutually beneficial and reflect the participation and priorities of these regional partners, as well as the interests of other stakeholders and landowners, as deemed appropriate by both parties.

This MOU shall apply to projects in either county that have or will have a potentially significant impact in the area covered by this Memorandum of Understanding (Attachment A.) This includes the area bounded by Blue Oaks/Philip Road to the north in the unincorporated area of Placer County and into new growth areas proposed by the City of Roseville; Highway 99 to the west and south to I-80 to include the North Natomas area in the City of Sacramento and Sacramento County to the south.

Within this area, specific roadways to be analyzed are major arterials serving regional traffic, including, but not limited to Base Line Road, Watt Ave., Walerga Road – Fiddyment Road, PFE Road, Elverta Road, Elkhorn Blvd., Locust Rd.-Elwyn Ave., Dry Creek Rd., and 16<sup>th</sup> Street, Other roadways or new roadways may also be analyzed in identifying other critical areas and opportunities for north/south and east/west connectors.

### Background:

Sacramento County and Placer County have been working together to develop a process of collaboration to identify a 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”). Both Counties agree that each have existing development or pending development projects that will impact the other, to varying degrees. The counties further agree that major projects currently in process will be conditioned to include a mechanism to ensure that such projects participate on a fair share basis in any potential funding required to address and mitigate for these impacts. Placer County has addressed this issue early on with a proposed mitigation measure in the Placer Vineyards Specific Plan EIR requiring Placer County to pay fair share payments to affected neighboring jurisdictions once those agencies negotiate and enter into such agreements (MOU). A similar measure is proposed for inclusion in the Elverta Specific Plan Rezone conditions and future project Conditions of Approval for consideration by the Sacramento County Board of Supervisors.

#### Purpose of MOU:

It is the desire of both counties to agree to work collaboratively on the issues of transportation, regional connectivity, roadway infrastructure funding, transit, open space/trail connectivity and natural resources, and lastly implementation of solutions to the aforementioned. The purpose of this MOU is to define a mutually acceptable set of proposed principles that Placer and Sacramento Counties are prepared to implement when considering, conditioning, approving and developing future land uses, specific plans and transportation plans in each respective jurisdiction.

#### Guiding Principles:

1. 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. 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 County and through various roadway segments.
4. The counties will jointly hire and pay for third party consultant(s) to utilize current information in evaluating the current operations of the roadway networks in South Placer County and North Sacramento County. The work should include and not be limited to:
  - All existing and proposed north/south connections between Placer and Sacramento Counties (including 16<sup>th</sup> Street, Palladay Rd., and Don Julio Blvd.), as well as east/west connections including, but not limited to Baseline Road to Highway 99, Elverta Road to Highway 99, Elkhorn Blvd. to Highway 99.
  - Opportunities for roads not presently identified for expansion on any General Plans;
  - Identify critical improvements;
  - Identify potential transit improvements/bus lines/BRT;

- Identify environmental concerns;
  - Identify estimated project costs;
  - Identify on-going maintenance costs for an agreed upon period of time;
  - Propose transportation solutions; identify the improvements, timing and projects costs as well as potential funding sources.
  - This study will make recommendations on a methodology for determining impacts, considering existing and future development.
5. The counties will jointly hire and pay for third party consultant(s) to independently evaluate potential roadway network and connectivity issues, recognizing the priority of addressing traffic issues with respect to Watt Avenue, Walerga Road, 16<sup>th</sup> Street and Baseline Road
  6. In evaluating all the above options non-motorized facilities shall also be considered and included to provide flexible and efficient modes of use, including bicycle and pedestrian facilities. Equestrian uses may be considered in planning for these facilities. In evaluating all of the above circulation, connectivity and landscaping (especially tree shading) should also be addressed.

B. Open Space and Natural Resources:

1. Open space planning will rely on, and coordinate with existing open space programs. It shall create a joint vision for regional open space and trail development ultimately connecting to trails at Folsom Lake addressing linkage issues, taking advantage of opportunities and shared resources. Some specific areas such as the Dry Creek Parkway and Trail, and Gibson Ranch in Sacramento County, Dry Creek Regional Park, and regional parks and trails planned in the Placer Vineyards Specific Plan Area are designated as regional facilities with **seamless** trail connections, facility access, and funding for capital improvements and maintenance.
2. The counties will consider open space buffers where important to maintaining community identity and as may be required through respective General Plans and Community Plans.
3. The counties agree to cooperate with the appropriate Groundwater Management Authorities, the Placer County Water Agency and local Water purveyors, to plan for and monitor water usage for new and existing development, including monitoring of groundwater supply to best ensure the stabilization of groundwater at acceptable levels.

C. 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 (including City of Roseville, City of Sacramento and Sutter County) and stakeholders as future Development projects and specific plans are developed and implemented.

D. Fiscal Resources: A funding plan shall include and not be limited to the following:

1. All parties agree to provide the necessary staff resources to implement this M.O.U.
2. It is understood that consultant services will be required to perform traffic studies and requisite supplemental work (as referenced in A5 and A6 of this document).
3. In order to ensure full impact funding, each jurisdiction shall enter into developer agreements (or similar document/agreement/conditioning) that will create the plan and mechanism for which developer fees will be collected and paid to cover costs.
4. The counties further agree that major projects currently in process will be conditioned to include a mechanism to ensure that such projects participate on a fair share basis in any potential funding required to address and mitigate for these impacts.
5. The counties agree to develop a funding plan that includes a method that also addresses and incorporates fair share contributions attributable to existing development in both jurisdictions. The counties further agree to adopt a funding plan and to seek out and identify creative solutions whereby improvements are constructed in a timely manner and utilize best practices as are available at the time. Staff shall seek to find funding sources that would provide for necessary maintenance. Examples include:
  - a. Identify and secure other funding sources that could provide supplemental and additional potential funding (i.e. Bonds, TIP, CalTrans, SACOG, PCTPA, Placer Vineyards New Development Mitigation Fees, local, state and federal government, sales tax, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans and other funds).
  - b. Levy and collect, or cause to be collected, transportation and open space/trail charges, taxes, assessments, impact fees on new residential, commercial and industrial development, as authorized by local, state and federal law and as provided now or in the future, under this MOU.
  - c. Negotiate and enter into reimbursement agreements when monies to study, plan and construct project improvements are advanced.

E. Implementation:

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

Effective Date and Term:

This MOU shall be deemed effective as of the date first written above 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 or mail, to the following:

TO: Sacramento County  
Office of the County Executive  
700 H Street, Room 7650  
Sacramento, CA 95814

TO: Placer County  
Office of the County Executive  
County Administrative Center  
175 Fulweiler Avenue  
Auburn, CA 95603

Entire Agreement:

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Sacramento County Board of Supervisors

Reviewed and Approved by County Counsel:

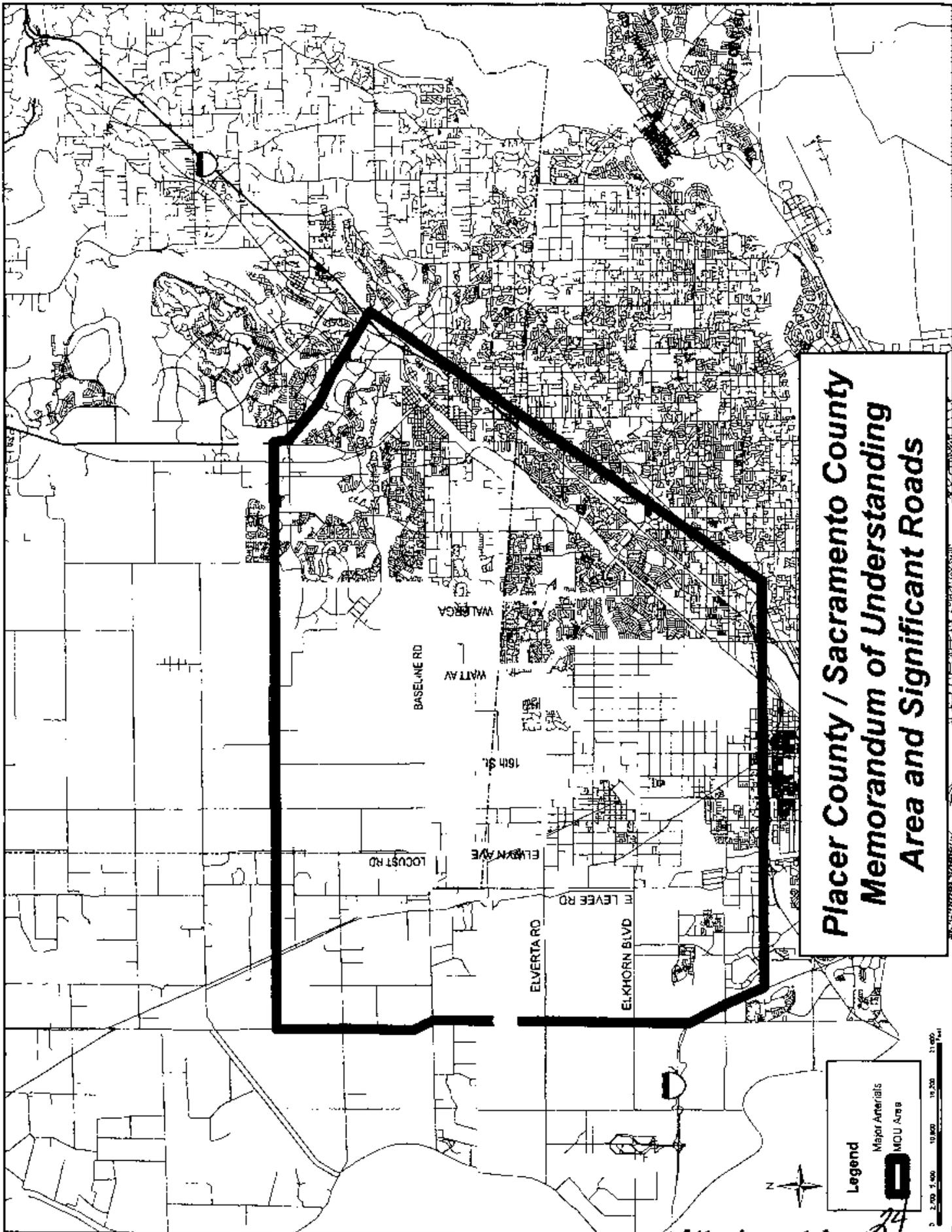
By: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF PLACER, a political  
Subdivision of the State of California

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Placer County Board of Supervisors

Reviewed and Approved by County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_



**Placer County / Sacramento County  
Memorandum of Understanding  
Area and Significant Roads**

**Legend**

- Major Arterials
- MCU Area

