

these mitigation measures easier to implement with less discussion or acrimony. We would also anticipate that there would be projects in the Town that make fair share contributions to transportation improvements in the County.

Attachment: Copy of MOA

A copy of the MOA is on file with the Clerk of the Board for review.

t:\dpw\admin\britton\loomis mou 12-10-13.doc

MEMORANDUM OF AGREEMENT BETWEEN
THE COUNTY OF PLACER AND THE TOWN OF LOOMIS
REGARDING INTERJURISDICTIONAL TRAFFIC IMPACTS

WHEREAS, the County of Placer ("County") and the Town of Loomis ("Town") have met and conferred on a variety of topics of mutual concern to their mutual benefit and desire to continue to foster a cooperative, long range effort between the parties aimed at achieving mutual Transportation Improvement Projects; and

WHEREAS, Both Agencies wish to respect each other's land use decision authority but still retain the ability to discuss potential impacts and mitigations that directly affect the Agency; and

WHEREAS, County and Town wish to enter into a Memorandum of Agreement concerning applications for new development within areas which are currently in the County or Town but which may result in significant environmental impacts (especially transportation related) to the other Agency; and

WHEREAS, new development has environmental review conducted to identify and analyze potential traffic impacts to the roads located within and maintained by either Agency and mitigation measures and fair share contributions are identified in the review of such new development projects to reduce the impacts to less than significant; and

WHEREAS, the Agency that requires that a project make a fair share contribution toward proposed improvements has an interest in ensuring that the proposed improvements are constructed and that the fair share contribution is utilized for those improvements; and

WHEREAS, the County and Town have plans, or will develop plans, to construct improvements at locations identified for fair share contributions; and

WHEREAS, in the past such fair share contributions have not always been made available because no agreement for acceptance and use of said fair share contributions currently exists between the County and Town;

NOW, THEREFORE, County and Town hereby agree in this Memorandum of Agreement ("MOA") as follows:

SECTION ONE DESIGNATION OF MOA AREA

The area identified for the purpose of this MOA is all of the unincorporated area of Placer County and the Town of Loomis where potentially significant traffic impacts affecting the other Agency's roadways are identified during the environmental review process for a development project.

653

The parties agree that this MOA may apply to other areas of environmental review and potential interjurisdictional impacts from individual projects upon mutual agreement of the parties.

SECTION TWO ENVIRONMENTAL REVIEW COORDINATION

The parties agree to share information and collaborate as early as possible on potential impacts and fair share mitigations. Any discussions will remain confidential to the extent allowed by law.

SECTION THREE MITIGATION OF IMPACTS

When either Agency receives an application for a new entitlement or development, an appropriate environmental review of the proposed project will be undertaken in accordance with the California Environmental Quality Act, including appropriate review of potential impacts outside of the Agency's jurisdiction. Neither Agency will request analysis or mitigation beyond what they would include for a comparable project within their jurisdiction. Each Agency retains its ability to analyze projects and potential impacts consistent with other projects within their jurisdiction. The Agency shall utilize all reasonable legal means to impose conditions and mitigation measures to mitigate any identified significant impacts on the other Agency, unless the Agency finds that the mitigation is infeasible. If an Agency determines that a proposed project may have potentially significant transportation impact on a location within the other's jurisdiction, a fair share contribution toward construction of appropriate improvements at that location will be included as mitigation measure(s) in the environmental document for the project.

SECTION FOUR COLLECTION AND MAINTENANCE OF FAIR SHARE CONTRIBUTIONS

The Agency approving the project will forward any fair share contributions received to the other Agency within 90 days of receipt, or 90 days following final project approval, whichever is later. Allowable expenses include costs to environmentally review, design, acquire right-of-way, construct, or inspect/manage construction activities.

Each Agency reserves the right to audit fair share contributions to insure proper use of those funds. The cost of any audit will be borne by the Agency requesting the audit and both Agencies will cooperate fully and provide information necessary with any audit conducted.

SECTION FIVE RECIPIENT OF FAIR SHARE CONTRIBUTION RESPONSIBILITIES

The Agency receiving fair share contributions will establish specific encumbered accounts for receipt of any fair share contribution that will accumulate interest at the rate of the Agency's typical pool treasury rate. Interest will accrue to the individual account for the purposes of that account.

Agencies that receive fair share contributions will insure to the extent permitted by law that improvements identified for fair share contributions are included in their future capital improvement programs or other equivalent process. The intent is that there is a plan to eventually fund and construct the proposed improvement. If a recipient Agency determines that a proposed improvement receiving a

fair share contribution is no longer feasible or desired, the Agencies will meet to mutually agree on an alternative improvement that may reasonably mitigate the previously identified impact.

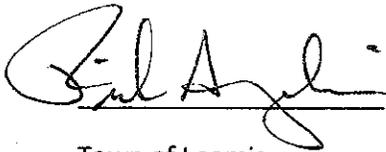
SECTION SIX LEGAL ACTION

This MOA will not pertain to any project in which one of the Agencies brings legal action against the other regarding an individual project. The MOA will remain in effect for all other projects.

SECTION SEVEN TERMINATION

Either party may terminate this MOA with 180 days written notice to the other party. Fair share contribution amounts received by the parties and/or obligated to be paid by project developers as of the effective date of termination will survive termination and shall be forwarded to the other party as if this MOA were still in effect.

APPROVED:



Town of Loomis



Town Clerk

APPROVED AS TO FORM:



Town Attorney

APPROVED:

County of Placer

Clerk of the Board

APPROVED AS TO FORM:

County Counsel

