

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: April 28, 2015

FROM: KEN GREHM 

SUBJECT: PARTNERSHIP PLANNING GRANT AGREEMENT FOR INTER-JURISDICTIONAL TRAFFIC IMPACT MITIGATION MANAGEMENT

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the County Executive Officer to execute a Partnership Planning Grant Agreement between the Sacramento Area Council of Governments (SACOG), Caltrans District 3, the County of Sutter, the County of Placer, the County of Sacramento and the City of Roseville, at a cost of \$14,168 from the Road fund.

BACKGROUND / SUMMARY

SACOG, along with Sutter County as a sub-applicant, received a Partnership Planning Grant to develop an agreement between disparate local entities to address inter-jurisdictional transportation impacts on regional facilities due to expected rapid growth. Subsequent to the awarding of the grant, Sutter County asked SACOG, as a neutral party, to manage the grant and participate as the project administrator. The intent of the grant is to analyze the impacts of land development from various jurisdictions on the regional roadway network that could lead to traffic impacts being mitigated by the development of a regional impact fee. The intent of the grant is to perform the technical analysis and begin the discussion on the framework for a potential regional transportation fee that could be considered by the Jurisdictions.

Placer and Sutter Counties entered into a mutual settlement agreement in June 2009 relating to the Placer Vineyard and Sutter Pointe Specific Plans. In the agreement, the parties agreed to mitigate the transportation related impacts from the specific plans being developed within each respective County. The intent of this partnership planning agreement is to meet our obligations under the settlement agreement and to better, more comprehensively address transportation impacts and needs in the Western portion of the County.

Placer County, along with all of the other partners, have been meeting and developing an agreement that address the deal points of the initial grant application and the concerns of all of the partners involved. Contained within the agreement are the key components that will allow all the partners to have an understanding of their roles and responsibilities. SACOG's role is to provide the project management. Caltrans will provide oversight, appoint staff to committees, and provide information for their highway system. Placer County, Sutter County, Sacramento County, and the City of Roseville agree to staff committees, contribute the local match for grant funding, and provide information for our local land use.

The grant funding is for \$170,000, and requires a local match of \$56,670. The local jurisdictions have agreed to equally divide the local match component of the grant. Currently, that would be divided between the three Counties (Placer, Sutter, and Sacramento) and the City of Roseville. Each would contribute \$14,167.50; however, the agreement is written so it is divided between the participating agencies. This allows the process to continue to move forward if one or two of the agencies withdraw from the agreement.

The anticipated schedule is to issue the Request for Proposals (RFP) mid-April of 2015, and have a completed work product by June of 2016.



ENVIRONMENTAL

This action is not a project, as defined by Public Resources Code Section 21065, and is therefore exempt from environmental review under CEQA.

FISCAL IMPACT

The total project cost is estimated to be \$14,168 and will be fully funded through Road funds.

Attachment: Resolution
Copy of SACOG Partnership Agreement

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**Before the Board of Supervisors
County of Placer, State of California**

**In the matter of: ADOPT A RESOLUTION
AUTHORIZING THE COUNTY EXECUTIVE OFFICER
TO EXECUTE AN PARTNERSHIP PLANNING GRANT
AGREEMENT BETWEEN THE SACRAMENTO AREA
COUNCIL OF GOVERNMENTS (SACOG) AND
CALTRANS DISTRICT 3, THE COUNTY OF SUTTER,
THE COUNTY OF PLACER, THE COUNTY OF
SACRAMENTO AND THE CITY OF ROSEVILLE.**

Resol. No. _____

**The following Resolution was duly passed by the Board of Supervisors of the County of
Placer at a regular meeting held on _____ by the following vote
on roll call:**

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

**Attest:
Clerk of said Board**

**BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer,
State of California, that this Board approves and authorizes the County Executive Officer
to execute an Partnership Planning Grant Agreement between the Sacramento Area
Council of Governments (SACOG) and Caltrans District 3, the County of Sutter, the County
of Placer, the County of Sacramento and the City of Roseville.**

Partnership Planning Grant Agreement

Between

The Sacramento Area Council of Governments

And

Caltrans District 3, the County of Sutter, the County of Placer, the County of Sacramento, and the City of Roseville

Regarding the collaborative development of deliverables related to a Caltrans Partnership Planning Grant for "Inter-jurisdictional Traffic Impact Mitigation Management" in the South Sutter/Western Placer/Northern Sacramento County area

This PARTNERSHIP PLANNING GRANT AGREEMENT ("Agreement") is entered into, as of the last date of execution, between the SACRAMENTO AREA COUNCIL OF GOVERNMENTS, hereinafter referred to as "SACOG", CALTRANS DISTRICT 3, hereinafter referred to as "DISTRICT", THE COUNTY OF SUTTER, THE COUNTY OF PLACER, THE COUNTY OF SACRAMENTO, AND THE CITY OF ROSEVILLE, hereinafter referred to collectively as "Participating Agencies" and singularly as "Participating Agency".

RECITALS

WHEREAS, the need for enhanced transportation facilities of all modes is apparent in the South Sutter/Western Placer/Northern Sacramento County area, as existing and anticipated future levels of service are at or near minimum desired standards.

WHEREAS, the transportation-related impacts of a development project approved in one jurisdiction may overlap or cross the boundary of another jurisdiction and there is currently no enforceable mechanism for ensuring that project owners/applicants mitigate these extra-territorial transportation impacts

WHEREAS, the South Sutter/Western Placer/Northern Sacramento County area includes developments with land use allocations in SACOG's 2012 or current Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS).

WHEREAS, the Participating Agencies agree that developments should be held financially accountable for their incremental traffic impacts, in an equitable manner.

WHEREAS, the purpose of this Agreement is to facilitate a proactive multi-jurisdictional approach to address these transportation needs.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 PURPOSE

The Recitals above and Exhibit A are incorporated into this Agreement. Participating Agencies desire to develop an Inter-jurisdictional Agreement (IJ Agreement), consistent with the general understandings of this Participating Agreement, to meet the extra-territorial Transportation/Traffic CEQA mitigation requirements for present and future specific plans and other development projects. Participating Agencies, where they act as lead agencies under CEQA, desire to negotiate in good faith to enter into a fair agreement(s) with impacted jurisdiction(s) for a fair share of transportation mitigation improvements. "Significant and Unavoidable" CEQA Findings for impacts outside the jurisdiction may be avoided if an agreement is in place to meet mitigation requirements. More importantly, actual inter-jurisdictional impacts may be mitigated to meet Regional Blueprint and Sustainable Community goals/objectives and benefit the general public while facilitating the processing of development project applications.

2 TASKS

Participating Agencies agree to pursue the following priorities to achieve the purpose of their collaboration project, as specified and additionally described in Exhibit A, "Inter-jurisdictional Traffic Impact Mitigation Management" scope of work, amended July 7, 2014. Participating Agencies shall:

1. Identify and reach consensus on a limited number of regionally significant roads and state highways/freeways that will be subject to the Inter-jurisdictional Traffic Impact Mitigation Fee Program and define an area that will serve as the geographic limits of the fee program.
2. Reach consensus on the scope of the improvements for each roadway segment and transportation facility for inclusion in the fee program and develop a methodology for apportioning responsibility for mitigating impacts to such roadway segment or transportation facility, identifying the portion of the improvements and/or dedications that remain the responsibility of local development projects and the portion of improvements that may be subject to joint participation based upon the impacts analysis contained in the applicable environmental document of the lead agency.
3. Procure a mutually acceptable consultant team(s) to:
 - a. Facilitate consensus formation for a binding IJ Agreement and for the development of appropriate project and land use assumptions, traffic model, accounting/financing procedures, and partner assurances.
 - b. Develop a traffic model and perform initial computations equitably for all participating jurisdictions to determine traffic impacts of new development, devise or validate capital improvement projects (CIP) to mitigate these impacts, and determine fair share contributions for impacts to regionally significant roads and state highways/freeways. Fair share contributions shall include planning, design, construction of improvements and indemnification and defense responsibilities.

- c. Develop accounting procedures to: allow for reciprocal payments, credits, and reimbursements; and maintain consistency and track balances over time. The procedures must take into account the existing applicable jurisdictions' impact fees and assessments programs.
- 4. Develop an IJ Agreement to hold each jurisdiction responsible for timely funding and construction of improvements through bonding or other methods (e.g. impact fees, assessment districts) in project Development Agreements with project applicants entered into after the effective date of such IJ Agreement.
- 5. Develop an IJ Agreement to require periodic updates to the traffic model, assumptions and improvement cost estimates as new development or its phasing is planned and approved, resulting in appropriate "fair share" adjustments and accounting.

3 ROLES AND COMMITMENTS

To achieve the priorities of the collaboration , each Participating Agency commits to supporting the development of specific tasks as outlined in Exhibit A. In addition, individual Participating Agencies agree as follows:

- 1. SACOG agrees to:
 - a. Appoint a member of its staff as Project Manager to:
 - i. Ensure the timely completion of Grant deliverables;
 - ii. Advertise, secure, and manage consultant support services;
 - iii. Organize Participating Agencies to meet, review, and accept deliverables;
 - iv. Facilitate meetings not facilitated by consultants, and participate in the Steering Committee and support committees described in Section 4 below, as needed; and
 - v. Complete quarterly reports to Caltrans as required by the Caltrans Partnership Planning Grant.
 - b. Invoice Caltrans and Participating Agencies for their share of grant or local matching funds as described Section 5 below, Funding and Resources.
 - c. Provide existing regional land use and transportation information as needed.
- 2. Caltrans District 3 agrees to:
 - a. Provide grant oversight;

Agencies can either make a lump-sum payment to SACOG or request to be invoiced on a quarterly or monthly basis.

6 WITHDRAWAL AND TERMINATION

Withdrawal of a Partner Agency shall be effective after thirty (30) days written notification to Steering Committee members and the SACOG Project Manager. Upon withdrawal, the Participating Agency shall be responsible for its local match contributions for deliverables in progress, which will be calculated by the SACOG Project Manager on a pro rata monthly basis through the effective withdrawal date with payment due from the withdrawing Participating Agency within 30 days of receipt of invoice. This Agreement will automatically terminate on June 30, 2016, unless terminated by action of the majority vote of the Steering Committee or extended by amendment pursuant to Paragraph 8, below, whichever occurs first.

7 NOTICE

Any notice, delivery, or other communication under this Agreement must be in writing and will be considered properly given when on the date personally delivered or three days following deposit in the U.S. Mail first class postage prepaid to the following persons or to such other persons designated by the Participating Agencies in accordance with this section:

- a. If to SACOG:
 - Azadeh Doherty
 - Senior Planner
 - SACOG
 - 1415 L Street, Suite 300
 - Sacramento, CA 95814

- b. If to City of Roseville
 - Chris Kraft
 - City of Roseville
 - Engineering Manager
 - 311 Vernon Street
 - Roseville, CA 95678

- c. If to County of Placer:
 - Director of Public Works
 - 3091 County Center Drive, #220
 - Auburn, CA 95603

- d. If to County of Sutter: Danelle Stylos
Director of Development Services
Sutter County
1130 Civic Center Blvd., Suite A
Yuba City, CA 95993

- e. If to County of Sacramento: Daniel Shoeman
Sacramento County –Department of Transportation
827 7th Street, #304
Sacramento, CA 95814

- f. If to Caltrans: Eric Fredericks
Chief
Caltrans District 3
Office of Transportation Planning –South
2379 Gateway Oaks Drive, Suite 150
Sacramento, CA 95833

8 ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the Participating Agencies regarding the matters set forth herein and supersedes all prior oral and written agreements excluding the Mutual Settlement Agreement by and between Placer County and Sutter County relating to the Placer Vineyards and Sutter Pointe Specific Plans, dated June 29, 2009. All amendments or modifications to the Agreement shall be in writing and executed by all Participating Agencies.

9 AUTHORIZATION

By our signature below, we warrant and represent that we are duly authorized by our respective agencies to enter into this Partnership Planning Grant Agreement on behalf of our agency.

10 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CITY OF ROSEVILLE

Ray Kerridge
City Manager, Roseville

_____ Date _____

Approved as to Form:

Robert R. Schmitt
City Attorney, Roseville

_____ Date _____

COUNTY OF PLACER

David Boesch
County Executive

_____ Date _____

Approved as to Form:

Gerald O. Carden
County Counsel, Placer

_____ Date _____

COUNTY OF SUTTER

Danelle Stylos
Director of Development Services, Sutter County

_____ Date _____

Approved as to Form:

Jean Jordan
County Counsel, Sutter

_____ Date _____

COUNTY OF SACRAMENTO

Michael J. Penrose
Director of Transportation, Sacramento County

_____ Date _____

Approved as to Form:

Deputy County Counsel, Sacramento County

_____ Date _____

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Amarjeet S. Benipal
District 3 Director

_____ Date _____

Approved as to Form:

Caltrans Counsel

_____ Date _____

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

Mike McKeever
Chief Executive Officer, SACOG

_____ Date _____

Approved as to Form:

SACOG Counsel

_____ Date _____

