

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CAPITAL SOUTHEAST CONNECTOR JPA AND THE CITY OF FOLSOM RELATED TO A PORTION OF SEGMENT D3/E1 OF THE CAPITAL SOUTHEAST CONNECTOR EXPRESSWAY

This Memorandum of Understanding (“MOU”) is made and entered into on this ___ day of November, 2025 by and between the Capital SouthEast Connector Joint Powers Authority, a joint powers authority, (“JPA”) and the City of Folsom, a Municipal Corporation (“City”).

This MOU shall document the agreement between the JPA and the City regarding construction of the White Rock Road Class I Multi-Use Path (the “Project”), which is a portion of Segment D3/E1 of the Capital SouthEast Connector Expressway. The JPA completed design of the Project using federal Congressionally Directed Spending appropriated by Congress and suballocated through the Federal Highway Administration and Caltrans. The JPA now desires to designate the City as the Implementing Agency for the Construction Phase of the Project so the City may publicly advertise, award, and administer construction of the Project in accordance with applicable federal, state, and local requirements.

RECITALS

WHEREAS, the Capital SouthEast Connector Project is the Sacramento region’s largest single transportation project; and

WHEREAS, the City of Folsom is a Member Jurisdiction of the Capital SouthEast Connector Joint Powers Authority and will implement the Project; and

WHEREAS, the City and JPA have collaborated on the design of a portion of Segment D3/E1 of the Capital SouthEast Connector titled the White Rock Road Class 1 Trail beginning at the intersection of East Bidwell Street and continuing to the intersection of Stonebriar Drive (the “Project”); and

WHEREAS, the Project involves the construction of a separated class 1 path and pedestrian facilities adjacent to White Rock Road from East Bidwell Street to west of Savannah Parkway and from Empire Ranch Road to Stonebriar Drive; and

WHEREAS, the JPA received \$4 million of Congressionally Directed Spending for design, right of way, and construction (the “Construction Funds”) of the Project and entered into Program Supplement Agreements with Caltrans for engineering and design and right of way, Caltrans Project Number CPFL-6498(004). The JPA now desires to transfer its interest in the remaining Construction Funds to the City and designate the City as Implementing Agency for construction of the Project; and

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

- 1) Recitals. The above recitals are true and correct and are hereby made a part of this MOU.

- 2) Term. This MOU shall terminate on December 1, 2027, or upon completion of the Project, whichever is sooner.
- 3) JPA Obligations.
 - a) The JPA will formally designate the City as Implementing Agency for the Construction Phase and will transfer authorization to invoice and receive reimbursement of the Construction Funds in accordance with the approved E-76(s) and all applicable requirements.
 - b) The JPA will provide bidding support during the period when the Project is publicly advertised for bids.
 - c) The JPA will review proposals and provide input on consultant selection for construction management services for the Project.
 - d) During construction of the Project the JPA will attend construction meetings and provide support and input as necessary.
- 4) City Obligations.
 - a) The City will publicly advertise for bids the final bid package, as approved by JPA's Executive Director, for construction of the Project to allow for construction to commence in Spring of 2026.
 - b) The City will administer construction of the Project and will release a request for proposals for construction management services for the Project. The City will include the JPA in the request for proposal response review, evaluation, and selection process.
 - c) The City shall only award the Project and execute a contract for construction management services if the total costs do not exceed the Construction Funds available. The City agrees to include the JPA in Project related decisions affecting construction cost, including those related to any Project design revisions or contract change order requests. In the event bids for the Project and the cost of construction management services exceed the amount of Construction Funds, the parties may agree in writing to provide additional funding to address any shortfall.
 - d) The City as Implementing Agency shall submit invoices related to construction of the Project to Caltrans for reimbursement in accordance with Caltrans requirements.
- 5) Amendment. This MOU and all of the covenants and conditions set forth herein, may be modified, amended or terminated only by a writing duly authorized and executed by both the City and the JPA.
- 6) Construction and Interpretation. It is agreed and acknowledged by the parties hereto that

the provisions of this MOU have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this MOU and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOU.

- 7) Venue. This MOU and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this MOU shall be held exclusively in a state court in Sacramento County.
- 8) Severability. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this MOU shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.
- 9) Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this MOU shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

CITY

City of Folsom
Attn: City Manager
50 Natoma Street
Folsom, CA 95630

JPA

Capital SouthEast Connector JPA
Attn: Executive Director
10640 Mather Blvd., Ste. 120
Mather, CA 95655

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing, whichever is earlier.

- 10) Counterparts. 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. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
- 11) Federal Requirements. The Parties recognize the Project is funded with federal Congressionally Directed Spending and agree the Project shall be administered in accordance with all applicable federal laws, regulations, and requirements for federally

funded projects, including but not limited to 23 CFR, the Uniform Act and the Caltrans Local Assistance Procedures Manual (LAPM). Nothing in this MOU relieves either Party from complying with such requirements.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MOU in the County of Sacramento, State of California, on the date set forth above.

CITY OF FOLSOM

Bryan Whitemyer, City Manager

Approved as to Form:

Steven Wang, City Attorney

Attest:

Rebecca Neves, Public Works Director

Stacey Tamagni, Finance Director

Christa Freemantle, City Clerk

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

Derek Minnema, Executive Director

Approved as to Form:

Sloan Sakai Yeung & Wong, LLP
Legal Counsel to JPA