

Folsom City Council Staff Report

MEETING DATE:	3/24/2026
AGENDA SECTION:	Consent Calendar
ITEM TITLE:	Resolution No. 11578 - A Resolution Authorizing the City Manager to Execute an Agreement for Maintenance of Shared Transportation Facilities Between the County of Sacramento and the City of Folsom
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 11578 – A Resolution Authorizing the City Manager to Execute an Agreement for Maintenance of Shared Transportation Facilities Between the County of Sacramento and the City of Folsom.

BACKGROUND / ISSUE

The City of Folsom and the County of Sacramento share boundary lines and have transportation assets located along and across those boundaries, including roadway segments, medians, traffic signals, signage and striping, and related facilities. The agencies have historically provided maintenance and operations for these shared facilities, but desire to clearly delineate responsibilities going forward in a single, comprehensive agreement.

The attached agreement for maintenance of shared transportation facilities establishes which agency is responsible for normal routine maintenance of specific shared roadways (Exhibit A and Exhibit B), traffic signals (Exhibit C and Exhibit D), and the mapped limits of the shared facilities (Exhibit E sheets 1–3).

The agreement intends to assign maintenance responsibility “in a fair and equitable manner”. It would allow each agency to perform maintenance slightly beyond boundary lines and into the adjacent agency when necessary. It establishes coordination requirements, including advance notice for planned work that may cause closures or major traffic impacts.

POLICY / RULE

Folsom Municipal Code assigns the City Council with authority to enter into agreements with other public agencies.

ANALYSIS

The agreement assigns responsibility for routine maintenance of identified shared transportation assets and describes the scope of maintenance for common asset types including pavement, curb, gutter and sidewalk, drainage cross-culverts, sweeping and debris cleanup, landscaping within medians, roadway signs, markings and striping, traffic signal operations and maintenance, streetlights, hazardous materials response and abatement, and emergency/after-hours responses. The agreement also confirms there will be no routine transfer of funds between agencies for the work assigned under the agreement; each agency bears the cost of its assigned responsibilities, including utilities and emergency response.

- Exhibit A identifies shared roadway segments that are assigned to the County of Sacramento for maintenance, totaling 24,790 feet of roadway within City boundaries assigned to the County. These roadways include Santa Juanita Road, Central Avenue, Orangevale Avenue, Folsom Boulevard, and Prairie City Road between 595' south of the Eastbound US50 offramp and 980' north of White Rock Road.
- Exhibit B identifies shared roadway segments that are assigned to the City of Folsom for maintenance, totaling 24,205 feet of roadway within County boundaries assigned to the city. These roadways include Madison Avenue, Greenback Lane, Oak Avenue Parkway, Folsom Boulevard, Prairie City Road, approximately between Westbound US50 and Alder Creek Bridge (595' south of Eastbound US50 Offramp), Scott Road, and White Rock Road.
- Exhibit C assigns three (3) signalized intersections to the County, totaling 1.25 "equivalent signals" within City boundaries assigned to the County. These intersections are located at Greenback Lane and Madison Avenue, Folsom Boulevard and Aerojet Road, and Folsom Boulevard and Auto Mall Circle/Birkmount Avenue.
- Exhibit D assigns seven (7) signalized intersections to the City, two of which are future planned signals, and two of which are under a separate agreement with Caltrans, totaling 1.00 "equivalent signals" within County boundaries assigned to the City. These intersections are located at Greenback Lane and American River Canyon Drive, White Rock Road and Oak Avenue, and White Rock Road and East Bidwell Street. The two identified future signals will be located at White Rock Road and Savannah Parkway, and at White Rock Road and Empire Ranch Road. The two Caltrans maintained signals are located at the Folsom Boulevard and US50 Eastbound Offramp, and at the Prairie City Road and US50 Eastbound Offramp.

The agreement requires advance coordination, generally at least ten business days, for planned work that could create detours, closures, or severe congestion; and it includes provisions for emergency response and hazardous materials and biohazard response on assigned facilities.

The draft agreement has been reviewed and approved by both agencies' legal teams for consideration by their respective governing bodies.

FINANCIAL IMPACT

There is no direct fiscal impact associated with the execution of this maintenance agreement.

ENVIRONMENTAL REVIEW

Approval of the joint facility agreement is an administrative action that designates ongoing operations and routine maintenance responsibilities between public agencies for existing public facilities. It does not approve, fund, or authorize any specific construction projects or physical changes to the environment. Therefore, the action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15378.

To the extent any maintenance activities occur under the agreement, they consist of routine repair and maintenance of existing public facilities and are categorically exempt under CEQA guidelines section 15301. Any future capital improvements or projects involving new construction would be reviewed separately under CEQA as required.

ATTACHMENTS

1. Resolution No. 11578 – A Resolution Authorizing the City Manager to Execute an Agreement for Maintenance of Shared Transportation Facilities Between the County of Sacramento and the City of Folsom
2. Exhibits A through E3 – Matrix and Map of Shared Transportation Facilities
3. Final Draft Joint Facilities Agreement

Submitted,



Rebecca Neves, PUBLIC WORKS DIRECTOR/CITY ENGINEER

Attachment 1

RESOLUTION NO. 11578

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR MAINTENANCE OF SHARED TRANSPORTATION FACILITIES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM

WHEREAS, the City of Folsom and the County of Sacramento share boundary lines and have transportation assets located along and across those boundaries, including roadway segments, medians, traffic signals, signage, and striping; and

WHEREAS, the agencies desire to clearly delineate maintenance and operations responsibilities for these shared facilities in a single, comprehensive agreement to assign responsibility in a fair and equitable manner; and

WHEREAS, the agreement establishes specific responsibilities for shared roadways, traffic signals, and mapped limits as identified in Exhibits A through E3 to the agreement; and

WHEREAS, the Folsom Municipal Code assigns the City Council with authority to enter into agreements with other public agencies; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the City Manager is hereby authorized to execute an Agreement for Maintenance of Shared Transportation Facilities between the County of Sacramento and the City of Folsom.

PASSED AND ADOPTED this 24th day of March, 2026, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Justin Raithel, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

EXHIBIT A

MAINTENANCE OF TRANSPORTATION FACILITIES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM

ROADWAYS ASSIGNED TO THE COUNTY OF SACRAMENTO

I.D. Number	NAME OF ROADWAY	MAP PAGE(S)	DESCRIPTION OF ROADWAY	ROADWAY LENGTH (FT)	# LANES WITHIN COUNTY	# LANES WITHIN CITY	LENGTH TOTAL (LF) COUNTY	LENGTH TOTAL (LF) CITY
A1	Santa Juanita Road	1	Oak Avenue to 5175 feet north of Oak Avenue (At the bend to E/W) East portion in City of Folsom - West portion in Unincorporated County	5,175	1	1	5,175	5,175
A2	Central Avenue	1	400 feet west of Santa Juanita Avenue to 255 feet east of Placer Mine Road South portion in City of Folsom - North portion in Unincorporated County.	980	1	1	980	980
A3	Orangevale Avenue	1	225 feet east of Stroup Lane to 430 feet west of Stroup Lane South portion in City of Folsom - North portion in Unincorporated County.	655	1	1	655	655
A4	Folsom Boulevard	2	Aerojet Road to 940 feet east of Birkmont Drive North portion in City of Folsom - South portion in Unincorporated County	3,100	2.5	2.5	7,750	7,750
A5	Folsom Boulevard	2	940 feet east of Birkmont Drive to 300 feet West of SR 50 (E/B Folsom Blvd Off Ramp) North portion in City of Folsom - South portion in Unincorporated County	500	3	3	1,500	1,500
A6	Prairie City Road	2 & 3	595 feet south of SR 50 (E/B Off Ramp) to 980 feet north of White Rock Road East portion in City of Folsom - West portion in Unincorporated County	8,730	1	1	8,730	8,730
TOTAL LENGTH (FT) OF ROADWAY WITHIN CITY BOUNDARIES ASSIGNED TO COUNTY =								24,790

EXHIBIT B

**MAINTENANCE OF TRANSPORTATION FACILITIES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM
ROADWAYS ASSIGNED TO THE CITY OF FOLSOM**

I.D. Number	NAME OF ROADWAY	MAP PAGE(S)	DESCRIPTION OF ROADWAY	ROADWAY LENGTH (FT)	# LANES WITHIN COUNTY	# LANES WITHIN CITY	LENGTH TOTAL (LF) COUNTY	LENGTH TOTAL (LF) CITY
B1	Madison Avenue	1	1,420 feet east of Main Avenue to Lake Natoma Drive North portion in City of Folsom - South portion in Unincorporated County	1,425	3	3	4,275	4,275
B2	Greenback Lane	1	Lake Natoma Drive to 355 ft east of American River Canyon Drive North portion in City of Folsom - South portion in Unincorporated County	1,615	3	3	4,845	4,845
B3	Oak Avenue Parkway	1	Santa Juanita Avenue to 590 feet east of Santa Juanita Avenue North portion in City of Folsom - South portion in Unincorporated County.	590	2	2	1,180	1,180
B4	Folsom Boulevard	2	300 feet west of SR 50 (E/B Folsom Blvd Off Ramp) to 1150 feet north (City Boundary) West portion in City of Folsom - East portion in Unincorporated County	1,150	3	3	3,450	3,450
B5	Prairie City Road	2 & 3	595 feet south of SR 50 (E/B Off Ramp) to 225 feet south of SR 50 (W/B Off Ramp) East portion in City of Folsom - West portion in Unincorporated County	1,025	2	2	2,050	2,050
B6	Scott Road	2 & 3	1,120 feet east of Prairie City Road to 1,580 feet east of Prairie City Road All within Unincorporated County	460	2	0	920	0
B7	White Rock Road	3	160 feet west of Scott Road to 3,650 feet east of East Bidwell Street North portion in City of Folsom - South portion in Unincorporated County	11,940	0	4	0	47,760
B8	White Rock Road	3	3,650 feet east of East Bidwell street to 1,120 feet east of Empire Ranch Road North portion in City of Folsom - South portion in Unincorporated County	7,485	1	1	7,485	7,485
TOTAL LENGTH (FT) OF ROADWAY WITHIN COUNTY BOUNDARIES ASSIGNED TO CITY =							24,205	

EXHIBIT C

MAINTENANCE OF TRANSPORTATION FACILITIES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM

TRAFFIC SIGNALS ASSIGNED TO THE COUNTY OF SACRAMENTO

ID NUMBER	NAME OF ROADWAYS INTERSECTING	MAP PAGE(S)	CITY OWNERSHIP	COUNTY OWNERSHIP	STATE OWNERSHIP
C1	Greenback Lane and Madison Avenue	1	50%	50%	0%
C2	Folsom Boulevard at Aerojet Road	2	25%	75%	0%
C3	Folsom Boulevard at Auto Mall/Birkmont	2	50%	50%	0%
TOTAL SIGNALS = 3	TOTAL EQUIVALENT SIGNALS WITHIN CITY BOUNDARIES ASSIGNED TO COUNTY =		1.25		

EXHIBIT D**MAINTENANCE OF TRANSPORTATION FACILITIES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM****TRAFFIC SIGNALS ASSIGNED TO THE CITY OF FOLSOM**

ID NUMBER	NAME OF ROADWAYS INTERSECTING	MAP PAGE(S)	CITY OWNERSHIP	COUNTY OWNERSHIP	STATE OWNERSHIP
D1	Greenback Lane at American River Canyon Drive	1	67%	33%	0%
D2	Folsom Boulevard at SR 50 (E/B Off Ramp)	2	33%	33%	34%
D3	Prairie City Road at SR 50 (E/B Off Ramp)	2 & 3	33%	33%	34%
D4	White Rock Road at Oak Avenue Parkway	3	100%	0%	0%
D5	White Rock Road at East Bidwell Street	3	100%	0%	0%
D6	White Rock Road at Savannah Parkway (FUTURE)	3	100%	0%	0%
D7	White Rock Road at Empire Ranch Road (FUTURE)	3	100%	0%	0%
TOTAL SIGNALS = 7	TOTAL EQUIVALENT SIGNALS WITHIN COUNTY BOUNDARIES ASSIGNED TO CITY =			1.00	






EXHIBIT E-SHEET 1

LEGEND

TRAFFIC SIGNALS

-  COUNTY
-  STATE
-  FOLSOM

STREET ASSIGNMENTS

-  FOLSOM
-  COUNTY
-  CITY OF FOLSOM
-  CITY OF RANCHO CORDOVA
-  HMP_CREEKS

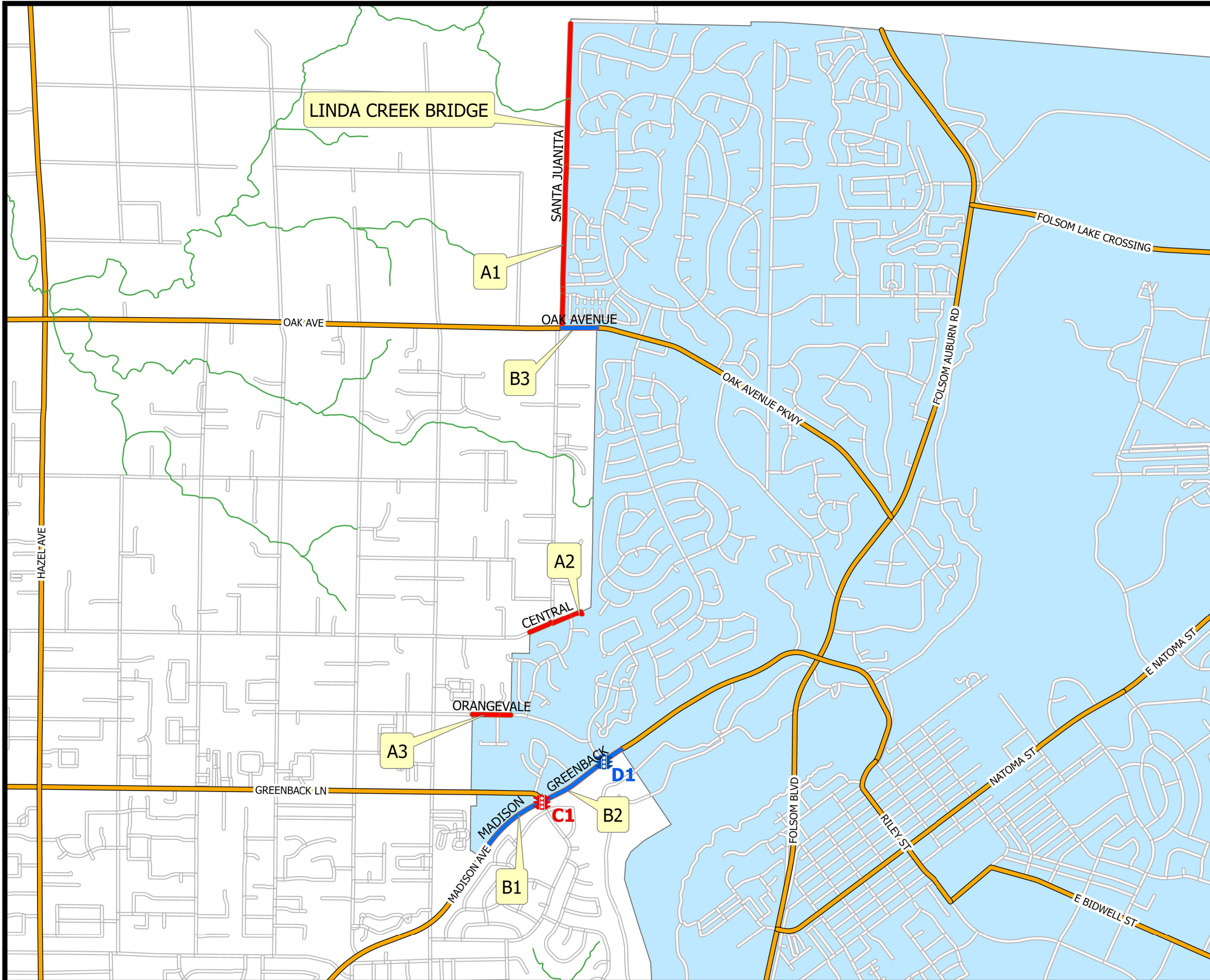
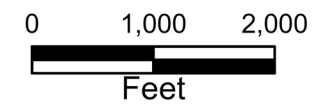
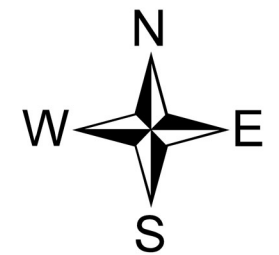
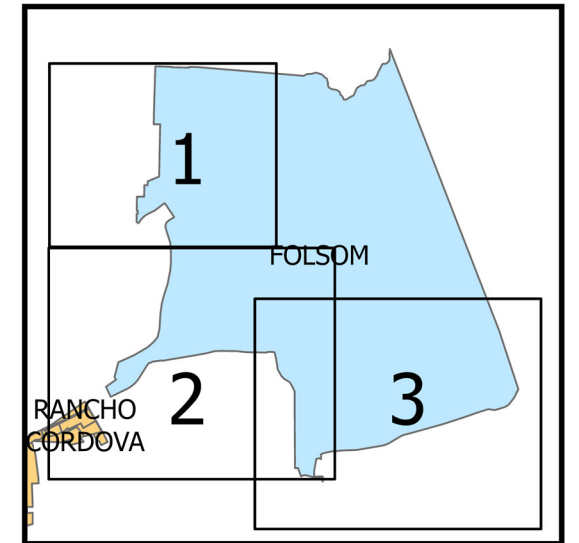







EXHIBIT E-SHEET 2

LEGEND

TRAFFIC SIGNALS

-  COUNTY
-  STATE
-  FOLSOM

STREET ASSIGNMENTS

-  FOLSOM
-  COUNTY
-  CITY OF FOLSOM
-  CITY OF RANCHO CORDOVA
-  HMP_CREEKS

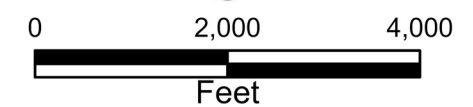
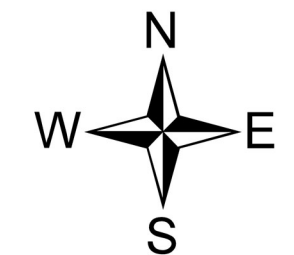
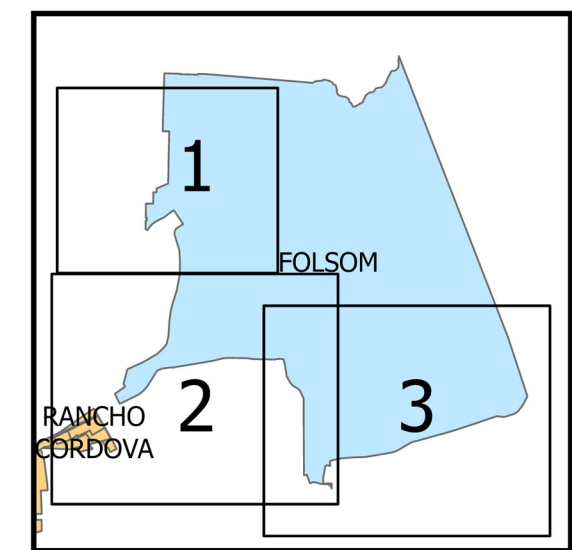
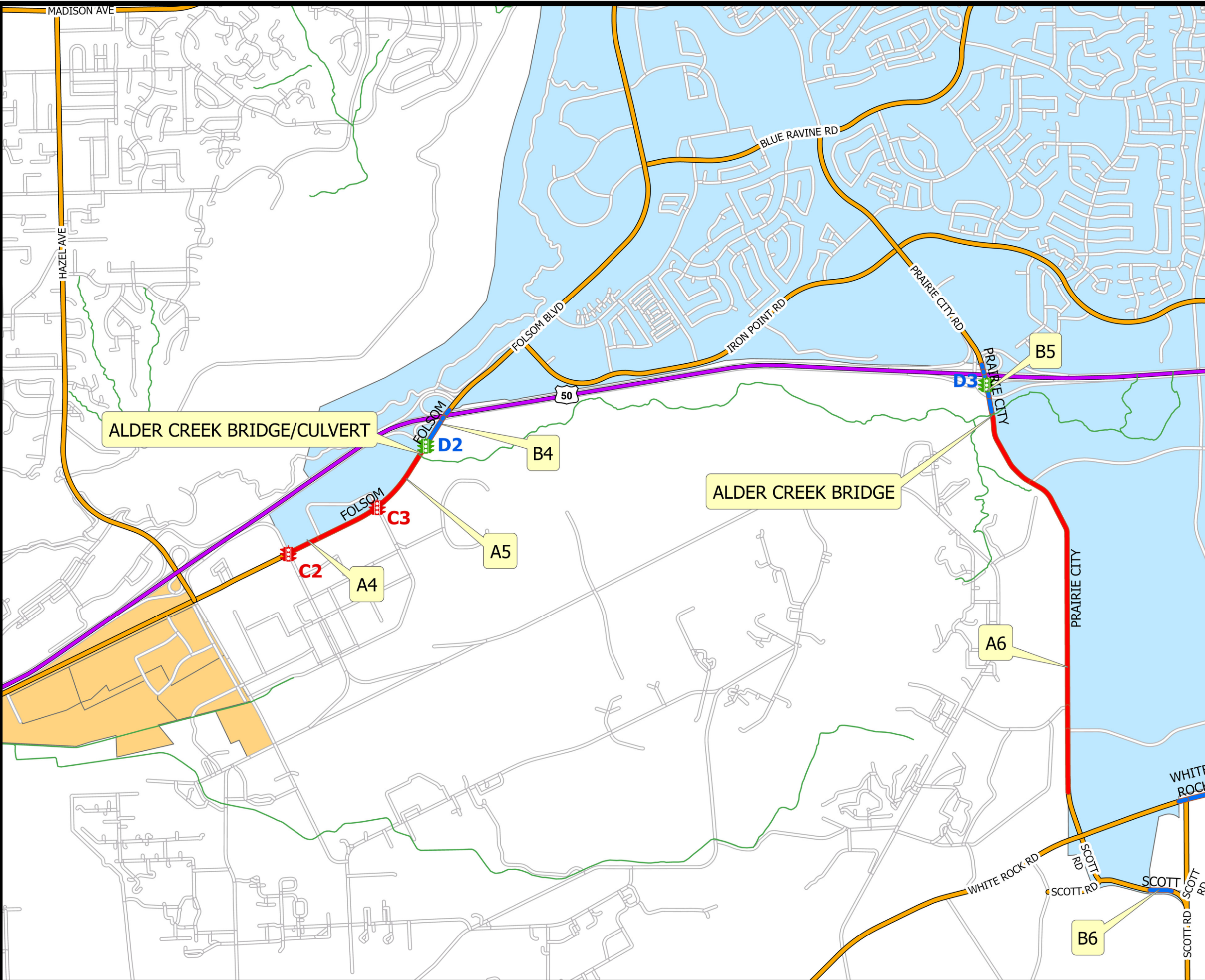










EXHIBIT E-SHEET 3

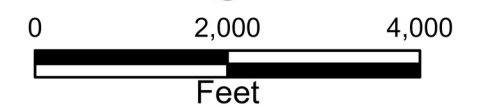
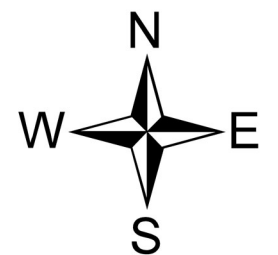
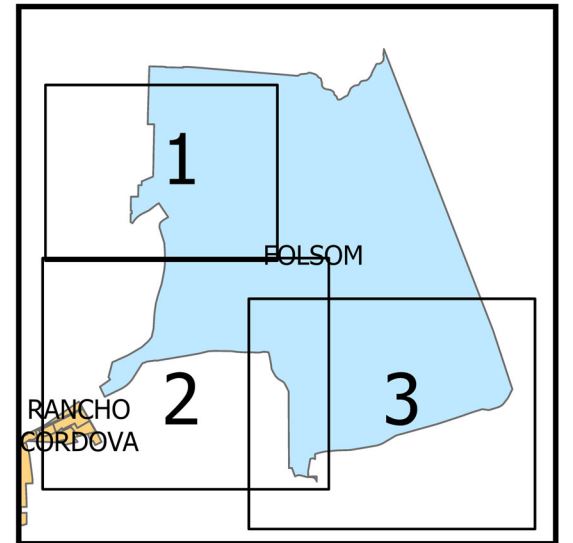
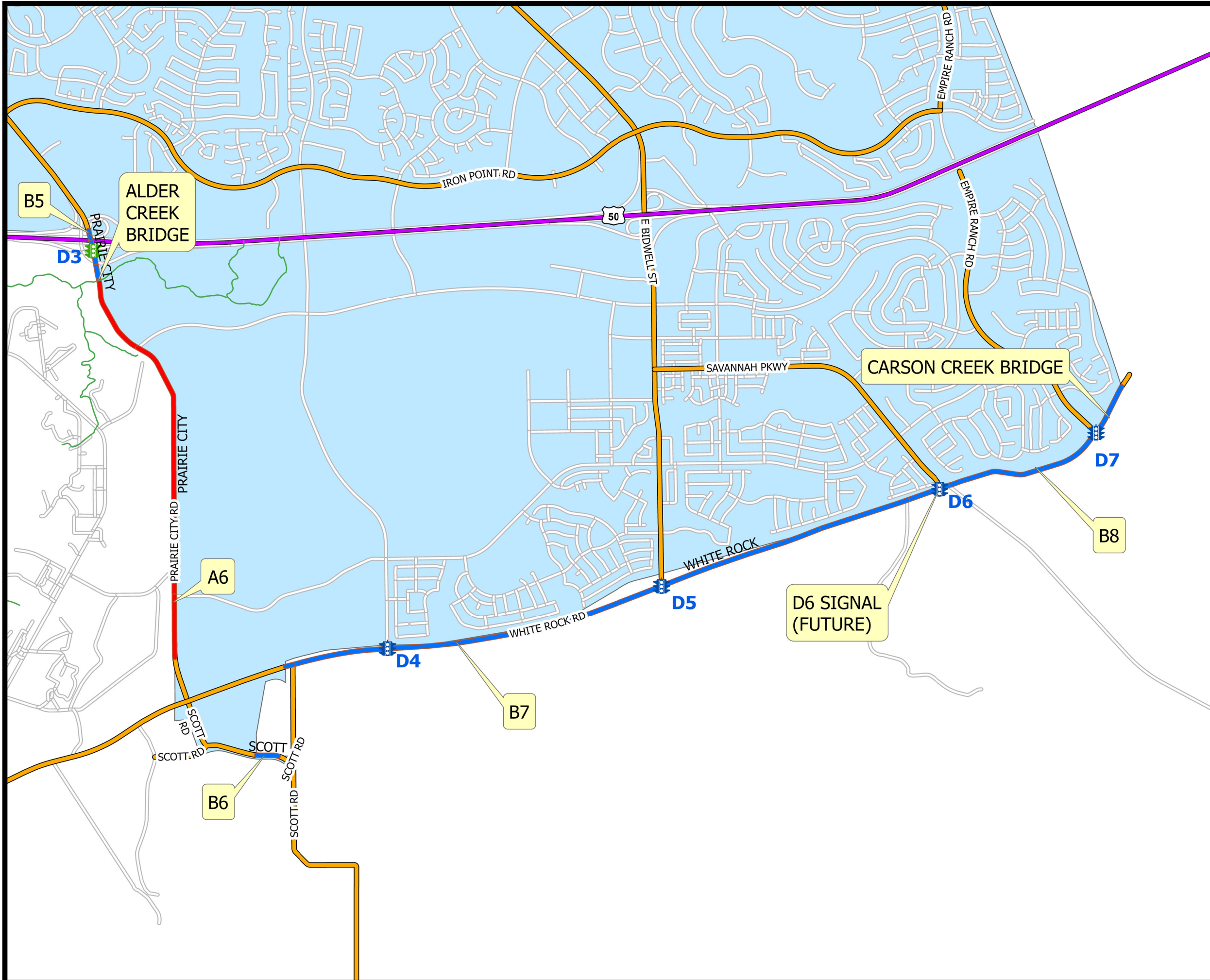
LEGEND

TRAFFIC SIGNALS

-  COUNTY
-  STATE
-  FOLSOM

STREET ASSIGNMENTS

-  FOLSOM
-  COUNTY
-  CITY OF FOLSOM
-  CITY OF RANCHO CORDOVA
-  HMP_CREEKS



Attachment 3

**AGREEMENT FOR
MAINTENANCE OF SHARED TRANSPORTATION FACILITIES
BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF FOLSOM**

This Agreement for Maintenance of Transportation Facilities between the County of Sacramento and the City of Folsom (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the County of Sacramento, a political subdivision of the State of California (“COUNTY”), and the City of Folsom, a municipal corporation organized and existing under the laws of the State of California (“CITY”).

BACKGROUND

A. COUNTY and CITY share boundary lines and have ownership of various facilities within those boundary lines such as bridges, roads, landscape areas, street lights, markings and traffic signals.

B. COUNTY and CITY have furnished transportation-related Maintenance and Operation services for such facilities in the absence of an executed facility agreement approved by their respective governing bodies.

C. COUNTY and CITY desire to delineate their respective responsibilities and obligations with respect to Maintenance of the facilities as designated in this Agreement.

D. This Agreement shall not prohibit either party from separately contracting with the other to perform Maintenance for street segments identified as joint Maintenance responsibilities.

E. The purpose of this Agreement is to assign Maintenance responsibility of assets in a fair and equitable manner.

F. COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereafter set forth, the COUNTY and CITY hereby agree as follows:

1. INCORPORATION OF BACKGROUND

The forgoing Background is incorporated by reference.

2. ASSIGNMENT OF ROADS FOR MAINTENANCE RESPONSIBILITY

- a. Assigned agencies are each responsible for Normal Routine Maintenance (“**Maintenance**”) of the transportation facilities as further described in this Agreement.
- b. When necessary to perform Maintenance, or **hazardous materials response and abatement**, the assigned agency may perform any such activities past the assigned boundary lines.

- c. Except for emergency response and closures, each agency is responsible for advising the other agency **at least ten (10) business days** in advance of any detours, road closures, and severe traffic congestion that may occur as a result of Maintenance activities specified in this Agreement for assigned assets.
- d. Based on the balanced percentage of Maintenance work between assigned agencies, there shall be no transfer of funds between agencies for the cost of conducting Maintenance under this Agreement. Assigned agencies are fully responsible for all costs associated with their respective activities under this Agreement. This includes all costs associated but not limited to: Maintenance; utility bills; emergency response during and after work hours; and hazardous materials and abatement response.
- e. To assure protection of public safety and/or to return an asset(s) to a condition acceptable to both agencies, due to the lack of Maintenance by the assigned agency, Section 19-b may be applied.
- f. The assignment of Maintenance responsibility for Maintenance of new asset(s) can only be added to this Agreement by way of **an approved amendment** between agencies.
- g. A separate project level Agreement is required for all work performed on shared facilities that affect both agencies and fall outside the scope of Maintenance and Operations as defined by this Agreement.

3. **BRIDGE MAINTENANCE**

- a. It is the responsibility of each agency to provide Maintenance for bridges within their respective right-of-way.

4. **GUARDRAIL MAINTENANCE**

- a. It is the responsibility of each agency to provide guardrail Maintenance for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for Maintenance of existing guardrails located in the medians specified in **Exhibits A and B**.
- c. Maintenance of guardrails includes repairing or replacing damaged guardrail in kind.
- d. Maintenance of guardrails **does not** include upgrades or new designs.

5. **PAVEMENT MAINTENANCE**

- a. Assigned agencies are responsible for the Maintenance of pavement specified in **Exhibits A and B**.
- b. Maintenance of pavement includes but is not limited to: the repair of potholes and base failures; providing patch work; and sealing of pavement cracks.

- c. Maintenance of pavement does not include the resurfacing of streets (i.e. overlays, slurry seals or work similar to those listed); and repair of base failures or sealing of pavement cracks on a large scale such as preparing for street resurfacing projects.

6. **CURB, GUTTER, AND SIDEWALK MAINTENANCE**

- a. It is the responsibility of each agency to provide curb, gutter, and sidewalk Maintenance when not the responsibility of an adjacent property owner for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for providing curb, and gutter Maintenance for **medians** within roadways specified in **Exhibits A and B**.

Assigned agencies are also responsible for providing shoulder backing Maintenance for Class C roadways.

7. **ROADSIDE DRAINAGE DITCH AND CROSS-CULVERT MAINTENANCE**

- a. It is the responsibility of each agency to provide roadside drainage ditch Maintenance for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for providing cross-culvert drainage Maintenance within roadways specified in **Exhibits A and B**.
- c. Maintenance of cross-culverts includes but is not limited to the cleaning of debris from culvert pipes that cross streets to allow water flow between roadside drainage ditches. It does not include structural repairs to the cross-culvert(s).

8. **STREET SWEEPING AND LITTER REMOVAL**

- a. It is the responsibility of each agency to provide sweeping, leaf pick-up, and removal of illegal dumping for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for providing emergency street sweeping, litter and debris removal for roadways specified in **Exhibits A and B**.

9. **LANDSCAPE MAINTENANCE**

- a. It is the responsibility of each agency to provide landscape maintenance for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for Maintenance of the **landscape and hardscape within medians specified in Exhibits A and B**.
- c. The Maintenance area will consist of all landscaped and hardscaped medians which have planting or hardscape improvements.
- d. Maintenance of medians includes but is not limited to Maintenance of landscaped areas and hardscaped areas. The Maintenance will include: plant care, grounds Maintenance, arboriculture care, weed removal and abatement, debris removal, plant material replacement, irrigation management, irrigation operation, irrigation repair, pest and disease

control, mulching, fertilization, mowing and horticultural practices consistent with the industry and as stated in this agreement. This also includes the Maintenance of fencing on the medians, if any.

- e. All landscaping work performed by assigned agencies must meet the intent of the most current standards for trees, shrubs, and other woody plant Maintenance published by the American National Standards Institute, and COUNTY standards.

10. **TRAFFIC SIGN MAINTENANCE**

- a. It is the responsibility of each agency to provide Maintenance of traffic signs for roadside areas within their respective right-of-way.
- b. Assigned agencies are responsible for Maintenance of traffic signs within medians, and signalized intersections specified in **Exhibits A, B, C and D**. This also includes all advanced signs pertaining to assigned intersection signs on roadways specified in **Exhibits C and D**.
- c. Maintenance of traffic signs includes, but is not limited to, repairing or replacing existing signs and object markers as defined in the California Manual on Uniform Traffic Control Devices (CAMUTCD). Street name signs will follow the design standards of the agency that owns the right-of-way of the sign location. Maintenance does not include placement of proposed new signs, nor does it include the placement and/or Maintenance of signs for advertisements, or other notices.
- d. In case of emergency road closures, the assigned agency is responsible for the placement and removal of road and/or lane closure signs on assigned roadways.

11. **TRAFFIC MARKINGS AND STRIPING MAINTENANCE**

- a. Assigned agencies are responsible for Maintenance of existing traffic striping and markings for roadways specified in **Exhibits A, B, C and D**.
- b. Maintenance of traffic striping and markings includes repairing or replacing **existing** striping and markings in kind. It **does not include** placement of proposed **new** striping and markings on assigned roadways.

12. **TRAFFIC SIGNAL OPERATION AND MAINTENANCE**

- a. Assigned agencies are responsible for Operation (“Operations”) and Maintenance of signalized intersections specified in **Exhibits C and D**.
- b. Operation and Maintenance of traffic signals includes, but is not limited to: maintaining the system in serviceable condition; signal lamp replacement; periodic inspection; repair and/or replacement of equipment, cables, and wires associated with traffic signal control, intersection safety lighting, detection devices, video surveillance, emergency vehicle preemption, and

interconnect communication; controller cabinet Maintenance; Underground Service Alert (USA) marking of all underground lines associated with the traffic signal; and traffic signal timing.

- c. Between the parties to this Agreement, assigned agencies are responsible for the total labor and material costs associated with replacing or repairing damaged traffic signal cabinets and poles due to incidents such as vehicle accidents. Nothing in this Agreement is intended to prohibit an assigned agency from seeking restitution for labor and/or material costs associated with replacing or repairing damaged traffic signal cabinets or poles from third parties.
- d. Overhead street name signs hanging from traffic signal mast arms shall be maintained by the agency assigned to the intersections. Overhead street name signs requiring replacement shall be fabricated and installed by the assigned agency using their design standards. Standard street name signs (not overhead) shall be “Maintained” as described in Section 10 “Traffic Sign Maintenance”.

13. STREET LIGHT MAINTENANCE

It is the responsibility of each agency to provide street light maintenance for those facilities which the agency collects revenues to maintain, including street and safety lights on any roads specified in **Exhibits A and B**.

14. HAZARDOUS MATERIALS RESPONSE

- a. Assigned agency is responsible for providing hazardous materials response and abatement (“HMRA”) for roadways specified in **Exhibits A, B, C and D**. This includes Bio-Hazard response such as needles, human feces, blood and vomit abatement.
- b. The assigned agency will perform HMRA of each incident in its entirety in accordance with all applicable laws and regulations.
- c. The assigned agency will advise the other agency as soon as practicable of any detours, road closures, severe traffic congestion, or excavations that may affect the other agency as a result of HMRA activities.

15. EMERGENCY AND AFTER HOURS RESPONSES

- a. Assigned agencies are responsible for providing emergency and after hours responses on assigned roadways and facilities specified in Exhibits A, B, C and D both during work hours and after work hours.
- b. The assigned agency will perform Maintenance as deemed necessary to correct the problem or render the scene safe until proper Maintenance can be performed such as but not limited to unplugging a clogged drainage inlet or a plugged driveway culvert.
- c. The assigned agency will advise the other jurisdiction as soon as practicable of any detours, road closures, severe traffic congestion, or excavations that may affect the other agency as a result of emergency response activities.

16. **ADVANCE COOPERATION, MEDIA ALERT AND PUBLIC NOTIFICATIONS**

- a. Assigned agencies are responsible for notifying each other **at least ten (10) business days** in advance of any scheduled Maintenance and cooperatively working out a traffic plan to minimize traffic delays, severe traffic congestion, detours, and road closures that may be caused as a result of any such work.
- b. The primary contact information for each agency is as follows:

COUNTY:
The Right-of-Way Management Section
Dept. of Transportation
4111 Branch Center Road
Sacramento, CA 95827

Customer Service Center:
Telephone: (916) 875-5171
FAX: (916) 875-5363
Email: urbaniks@sacounty.gov

CITY:
Public Works Department
City of Folsom
Address: 50 Natoma Street, Folsom, CA

Customer Service Center:
Telephone : (916) 461-6700
Email: PWDept@folsom.ca.us

17. **ENCROACHMENT PERMITS**

It is each agency's responsibility to issue and inspect encroachment permits within its jurisdiction. If the encroachment(s) affects both agencies on a shared roadway, the encroachment permit must be coordinated between the two agencies for review, approval and inspection.

For the purposes of this Agreement, when responsible agencies perform routine maintenance on shared assets as defined in this Agreement, an encroachment permit is not required.

18. **GENERAL SERVICE PLANS AND AS-BUILT PLANS**

Both agencies will share general service plans and as-built plans on assigned assets for Maintenance, if requested by the other.

19. **OWNERSHIP, CONTROL AND SUPERVISION**

- a. Notwithstanding the Maintenance, repairs and operational functions performed by either agency in the jurisdiction of the other, each agency **retains full ownership, control and supervision of the roadways and facilities within its jurisdiction.** The Agreement does not transfer roadways or roadway facility ownership, control, or supervision from one agency to the other.
- b. If either agency becomes aware of a need for urgent or emergency Maintenance, repair, or operations modification to any existing shared asset which is subject to this Agreement, such agency shall immediately notify the other in writing to correct the problem. If the assigned agency does not correct the problem within a reasonable time frame requested in writing, the other agency may perform the necessary work to either assure protection of public safety and/ or return the shared asset(s) to a condition acceptable to both agencies. The assigned agency will be invoiced accordingly for any such work performed by the other agency.

20. **DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the agencies will attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual Agreement, nothing herein will preclude either agency's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

21. **PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between assigned agencies regarding the subject matter of this Agreement. Any prior Agreements, whether oral or written, between assigned agencies regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

22. **INVOICE AND PAYMENT**

Each agency shall bear the costs of its assigned responsibilities for Maintenance and for emergency response, and HMRA as described in this Agreement.

23. **TERM**

This Agreement is effective and commences as of the date first written above and shall remain in effect until terminated in accordance with the Termination provision of this Agreement.

24. **TERMINATION**

Either agency may terminate this Agreement for any reason and without cause during the term thereof by providing 180-days prior written notice of such termination to the other agency.

25. **ADMINISTRATION**

The CITY's Public Works Director shall administer this Agreement on behalf of the CITY and the COUNTY's Director of the Department of Transportation shall administer the Agreement on behalf of COUNTY.

26. **MAINTENANCE OF RECORDS AND AUDITS**

Assigned agencies will maintain adequate financial records during the term of this Agreement to document its costs of providing Maintenance services pursuant to this Agreement. Each party will make their records available for inspection and audit by the other party upon reasonable notice. Pursuant to Government Code Section 8546.7, CITY and COUNTY Records will be subject to examination and audit by the State Auditor for a period of three (3) years after final payment pursuant to this Agreement. CITY and COUNTY will retain all records relating to the performance of this Agreement for this three (3) year period, except that records pertaining to any audit then in progress, or any claims or litigation, will be retained beyond such three (3) year period until final resolution of such audit, claim or litigation.

27. **INDEMNIFICATION**

- a. CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payments of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY's City Council, officers, directors, agents, employees, subcontractors, or volunteers.

- b. COUNTY shall defend, indemnify, and hold harmless CITY, its CITY Council, officers, directors, agents, employees, subcontractors and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including payments of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the COUNTY's Board of Supervisors, officers, directors, agents, employees, subcontractors, or volunteers.

- c. It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, CITY's City Council and CITY's and COUNTY's subcontractors. It is also the intention of the COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY's Board of Supervisors, CITY's City Council, and their subcontractors.

28. INSURANCE

Each agency, at its sole cost and expense, shall carry insurance – or self-insure – its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance to cover its potential liabilities hereunder. Each agency agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

29. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

30. ASSIGNMENT

Neither party hereto shall assign, or transfer any interest in this Agreement hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such consent in writing, signed by both parties to this Agreement.

31. AMENDMENTS

This Agreement may be modified or amended, or any of its provision waived, only by a subsequent written amendment executed by each of the parties hereto.

32. CONSTRUCTION AND INTERPRETATION

It is agreed and acknowledged by the parties hereto that the provisions of this Agreement 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 Agreement 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 Agreement.

33. WAIVER

The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

34. SEVERABILITY

The invalidity, illegality or unenforceability or any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

35. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 30 above.

36. NOTICE

Any notice, demand, request consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after being deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:

Attn: Director of Transportation
Department of Transportation
County of Sacramento
4111 Branch Center Road
Sacramento, CA 95827

TO CITY:

Attn: Public Works Director
City of Folsom
50 Natoma Street
Folsom, CA 95630

Either party hereto shall have the right to serve any notice by personal delivery. Any change of address shall be made by giving fifteen (15) days advance written notice to the other party.

37. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each agency represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

38. COUNTERPARTS

This Agreement may be executed in counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day of the year first written above.

CITY OF FOLSOM, A Municipal Corporation:

Date

Bryan Whitemyer, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Rebecca Neves Public Works Director/City Engineer
Date

Sari Myers Dierking, Interim City Attorney
Date

COUNTY OF SACRAMENTO, a political subdivision of the State of California

Dated: _____

By _____

Ron E. Vicari, Director
Department of Transportation

Agreement approved by the Board of Supervisors
with authority delegated
to the Director to sign:

Agenda Date: _____
Item No. _____ Resolution No. _____
(4/5th Vote)

REVIEWED AND APPROVED BY COUNTY COUNSEL:

By _____
Amanda McDermott, Deputy County Counsel