

County Agreement No. \_\_ - \_\_\_\_

City Agreement No. \_\_ - \_\_\_\_

**Memorandum of Understanding Between the County of Yolo and the City of Winters  
Relating to the SR-128/I-505 Interchange/Russell Blvd Active Transportation  
Improvements Project**

This Memorandum of Understanding (“MOU”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”) by and between the County of Yolo, a political subdivision of the State of California (“County”), and the City of Winters, a municipality under the laws of the State of California (“City” and collectively with County, the “Parties”).

**RECITALS**

**WHEREAS**, the City has been working on the Project Approval & Environmental Document stage (PA&ED) of the SR-128/I-505 Interchange/Russell Blvd Active Transportation Improvements Project (Project); and

**WHEREAS**, in January 2023, the City received notification of \$2 million of federal earmark funding secured through Congressman Garamendi for the Project (see Exhibit A); and

**WHEREAS**, the Project will construct approximately 1.3 miles of a separated Class I multi-use path, a pedestrian overcrossing over the SR-128/I-505 interchange, and multiple bicycle and pedestrian safety countermeasures throughout to provide a continuous and safe active transportation facility between the City of Winters and the El Rio Villas community; and

**WHEREAS**, the City has requested that the County take over the design and construction of the Project following completion of PA&ED, expected by December 31, 2024, as the City does not have enough engineering staff to handle the subsequent design, right-of-way, and construction phases of the Project; and

**WHEREAS**, the County has agreed to take over the Project following completion of PA&ED, assuming the County will be able to receive the balance of the \$2 million of federal earmark funding remaining to reimburse the County for its services; and

**WHEREAS**, the Parties desire to enter into this MOU to establish the Parties’ respective obligations for transferring Project obligations and remaining funding to the County to complete the design, right-of-way, and construction phases of the Project.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **County Commitments.** The County agrees from the Effective Date of this MOU to:
  - A. Coordinate with Caltrans and the City to complete the transfer of responsibilities of the subsequent design, right-of-way, and construction phases of the Project to the County.

- B. Timely coordinate with the City to verify reimbursement of eligible costs rendered by the City for completion of PA&ED through the \$2 million of federal earmark funds.
- C. Work cooperatively with the City to take any additional steps necessary to facilitate the timely transfer of the Project, including entering into any agreements that may be necessary with third parties.

**2. City Commitments.** The City agrees from the Effective Date of this MOU to:

- A. Complete the PA&ED for the Project. The City is the lead agency for the Project for purposes of PA&ED approvals, including CEQA and NEPA. Nothing herein binds the discretion of the City Council in reviewing the PA&ED documents, nor does it bind the City Council to approve the Project. If, however, the City does complete the PA&ED, the City shall take the following steps described in this MOU related to transferring subsequent responsibility for Project design, right-of-way, and construction to the County.
- B. Complete and submit all documentation necessary to transfer the Project to the County for the design, right-of-way, and construction phases, including working with the County and the California Department of Transportation (Caltrans) regarding any necessary agreements to facilitate the transfer of the Project and related permits and approvals.
- C. Complete and submit all documentation necessary to transfer what is remaining of the \$2 million of federal earmark funding to the County for use on the subsequent Project phases. City shall provide information to the County prior to transfer regarding the remaining funding and amounts available to the County. City anticipates that \$1,750,000 in funding will be available for transfer to the County.
- D. Provide, and confirm County receipt of, all PA&ED documentation via a file transfer portal or other electronic means.
- E. Work cooperatively with the County to take any additional steps necessary to facilitate the timely transfer of the Project to the County, including entering into any agreements that may be necessary with third parties.

All of the foregoing actions shall proceed in a manner reasonably calculated to ensure the Project and funding are transferred to the County by December 31, 2024. If the City is unable to fully and timely execute all of the actions necessary to transfer the Project to the County by December 31, 2024, it shall consult with the County regarding appropriate alternatives.

**3. Administration; Recordings.** Following the execution of this MOU, the County Administrator and City Manager, or their authorized designees, are delegated authority to sign any additional forms, documents or amendments necessary, and take all actions necessary to carry out the purposes and intent of this MOU. As necessary or desired by either Party, the County shall record this Agreement or prepare and record a mutually acceptable Memorandum of Agreement in the Official Records of the County of Yolo.

**4. Indemnity and Defense.**

a. With the exception that this section shall in no event be construed to require indemnification by either Party to a greater extent than permitted under the public policy of the State of California, the Parties shall indemnify, defend, and hold harmless each other, their elected representatives, officials, consultants, agents and employees, from and against any and all loss, damages, liability, claims, suits, costs and expenses (collectively, "Claims"), including reasonable attorney's fees, arising from or alleged to arise from each Party's performance or non-performance of its obligations under this MOU, except to the degree that a Claim is based upon the negligent or intentional acts or omissions of the Party otherwise eligible for defense and indemnity. Any defense shall be provided by counsel reasonably acceptable to the Party receiving defense and indemnity.

b. Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the Parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each Party indemnifies and holds harmless the other Party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other Party solely by virtue of Government Code Section 895.2.

**5. Amendments.** Modifications or amendments to the terms of this MOU shall be in writing and executed by both Parties.

**6. Notices.** All notices, letters, and other communications under this MOU from one Party to the other will be mailed, first class, or hand delivered, or via email followed by delivery of the original documents to the address shown. Either Party may change its address at any time by providing written notification to the other Party.

If to City:  
City of Winters  
318 1st Street  
Winters, CA 95694  
Attn: City Manager  
jeremy.craig@cityofwinters.org

If to the County of Yolo:  
County of Yolo  
625 Court Street, Room 202  
Woodland, CA 95695  
Attn: County Administrator  
gerardo.pinedo@yolocounty.gov

No change of address shall be binding upon the other party hereto until such party receives, at the address shown herein, written notice thereof. All notices shall be in English and shall be effective upon receipt.

**7. Third Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation of either party to this MOU.

**8. Jurisdiction.** Any lawsuit, action, or other proceeding arising from this Agreement shall be brought in a California state court located in the County of Yolo, California.

**9. Successors and Assigns.** This MOU may be assigned with the consent of the other party. It shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No assignment or delegation of the obligation to make any payment or reimbursement hereunder will release the assigning party without the prior consent of the other.

**10. Severability.** If any provision of this MOU is deemed invalid or unenforceable, the balance of this MOU shall remain in full force and effect; provided that if any material obligation or benefit under this Agreement is deemed invalid or unenforceable, the Parties shall negotiate in good faith to amend the MOU to ensure adequate consideration by both Parties.

**11. Compliance with Applicable Laws.** Both Parties shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies, and procedures of the United States, the State of California, and local governments.

**12. Status of Parties.** It is understood and agreed by all the Parties that each is an independent agency or contractor and that no relationship of employer-employee exists between any of the Parties hereto.

**13. Integration.** This MOU constitutes the entire understanding among the Parties pertaining to the subject matter hereof and supersedes all prior understandings and representations of the parties with respect to the subject matter hereof. Any representation, promise, or condition not incorporated into this MOU shall not be binding on any party to this MOU.

**14. Authorized Representatives.** The persons executing this MOU on behalf of each of the Parties affirmatively represent that s/he has the requisite legal authority to enter this MOU on behalf of the party and to bind the party to the terms and conditions of this MOU.

*[Signatures on Following Page]*

This MOU is effective as of the day and year first set forth above.

**CITY OF WINTERS**

By \_\_\_\_\_  
Bill Biasi, Mayor  
Winters City Council

Attest:  
Jeremy Craig  
City Clerk

By \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Ethan Walsh, City Attorney

**COUNTY OF YOLO**

By \_\_\_\_\_  
Lucas Frerichs, Chair  
Yolo County Board of Supervisors

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By Kimberly E. Hood  
Kimberly E. Hood,  
Chief Asst. County Counsel