1415 L Street, Suite 300 Sacramento, CA 95814 tel: 916.321.9000 fax: 916.321.9551 tdd: 916.321.9550 www.sacog.org



MEMORANDUM OF UNDERSTANDING

between the

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

and the

MADERA COUNTY TRANSPORTATION COMMISSION

This Memorandum of Understanding (MOU) between the Sacramento Area Council of Governments (SACOG) and Madera County Transportation Commission (Madera CTC) is entered into by the Executive Director of SACOG and Executive Director of Madera CTC, both of whom have the authority to bind their respective organizations. It is understood that the SACOG and Madera CTC Boards of Directors will be advised of this MOU at the earliest opportunity.

The parties do agree as to the following:

- Madera CTC shall loan in Federal Fiscal Year (FFY) 2021 up to \$4,629,515 in Congestion Mitigation Air Quality Program (CMAQ) apportionments, from FFY 2021; and
- 2. It is understood that SACOG is not borrowing obligation authority (OA) and that SACOG does not intend to repay with OA; and
- 3. SACOG and Madera CTC request that the California Department of Transportation (Caltrans) adjust each party's apportionment balance as appropriate, by the amount obligated by SACOG above its apportionment balance, up to \$4,629,515 effective the date of the obligation of funds, and adjust the apportionments for the repayment of the same amount; and
- 4. SACOG shall repay the loan by providing Madera CTC up to \$4,629,515 CMAQ apportionments in FFY 2024 to be repaid with FFY 2024 CMAQ apportionments, equal the amount of CMAQ that was loaned with zero interest or fees; and
- Apportionment adjustments will be made by the California Department of Transportation's Programming Division and Local Assistance Division respectively to SACOG's and Madera CTC's apportionment balances to reflect the loan and repayment of apportionment in the FFY's that are the subject of this MOU; and
- 6. The loan and repayment of apportionment may also be subject to reprogramming adjustments by each region that is reflective of current policy for programming projects in the Federal Transportation Improvement Program (FTIP); and
- 7. Both SACOG and Madera CTC agree to use "pertinent dates and figures" supplied by the Department of Transportation, Local Assistance Division. "Pertinent dates and figures" include, but are not limited to, effective dates and dollar amounts of apportionments.; and

Auburn

Citrus Heights

Colfax

Davis

El Dorado County

Elk Grove

Folsom

Galt

Isleton

Live Oak

Lincoln Loomis

Marysville

Placer County

Placerville

Rancho Cordova

Rocklin

Roseville

Sacramento

Sacramento County

Sutter County

West Sacramento

Wheatland

Winters

Woodland

Yolo County

Yuba City

Yuba County

- 8. It is the responsibility of SACOG and Madera CTC to communicate to the Department of Transportation in a timely manner, via email, the request of the adjustments to record the loan and repayment of the loan; and
- 9. If Madera CTC and SACOG agree to delay repayment of the loan, amendments to this MOU may be entered into by the Executive Director of SACOG and Executive Director of Madera CTC. Such amendments shall be binding on the parties if signed by the Executive Directors of both agencies and shall be effective as of the date shown in the amendment unless otherwise indicated.

Made and entered into effective the 17th day of June 2021.

Patricia Taylor Executive Director

Madera CTC

James Corless
Executive Director

SACOG

cc: Dee Lam, Caltrans Division of Local Assistance

Sujaya Kalainesan, Caltrans Division of Local Assistance

Bomasur Banzon, Caltrans Division of Local Assistance District 3

Megan Perasso, Caltrans Division of Local Assistance

Muhaned Aljabiry, Caltrans Office of Federal Programming and Data Management

Abhijit Bagde, Caltrans Office of Federal Programming and Data Management