

MEMORANDUM OF UNDERSTANDING
between the
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
and the
NEVADA COUNTY TRANSPORTATION COMMISSION

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

The parties do agree as to the following:

1. NCTC shall loan in Federal Fiscal Year (FFY) 2021 up to \$2,987,395 in Congestion Mitigation Air Quality Program (CMAQ) apportionments, which includes \$1,997,530 of NCTC's prior year CMAQ unobligated apportionment balance, plus \$989,865 of Federal Fiscal Year (FFY) 2021 unobligated CMAQ apportionment balance; 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 NCTC 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 \$2,987,395 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 first providing NCTC up to \$2,987,395 CMAQ apportionments in FFY 2022 to be repaid with FFY 2022 CMAQ apportionments, equal the amount of CMAQ that was loaned; and
5. Apportionment adjustments will be made by the California Department of Transportation's Programming Division and Local Assistance Division respectively to SACOG's and NCTC'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 NCTC 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. If there should be disagreement regarding pertinent dates and figures, the parties agree that the Local Assistance Division shall serve as final arbiter; 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 NCTC 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 NCTC and SACOG agree to delay repayment of the loan, amendments to this MOU may be entered into by the CEO of SACOG and Executive Director of NCTC. 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 19th day of May, 2021.

APPROVED

By Mike Woodman at 5:22 pm, May 26, 2021

Mike Woodman
Executive Director
NCTC



James Corless
Executive Director
SACOG

cc: Dee Lam, Caltrans Division of Local Assistance

Muhaned Aljabiry, Caltrans Division of Transportation Programming

Adam Belanger, Caltrans Division of Local Assistance District 3

Bomasur Banzon, Caltrans Division of Local Assistance District 3