

MEMORANDUM OF UNDERSTANDING
between the
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
and the
FRESNO COUNCIL OF GOVERNMENTS

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


The parties do agree as to the following:

1. Fresno COG shall loan \$920,000 in Congestion Mitigation Air Quality Program (CMAQ) apportionments from its unobligated balance in Federal Fiscal Year (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 Fresno COG request that the California Department of Transportation (Caltrans) adjust each party's apportionment balance, 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 Fresno COG \$920,000 in CMAQ apportionments in FFY 2022 with zero interest or fees; 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 Fresno COG'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 Fresno COG 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
8. It is the responsibility of SACOG and Fresno COG 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


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

9. If Fresno COG 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 Fresno COG. 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 13thth day of August, 2021.



Tony Boren
Executive Director
Fresno COG



James Corless
Executive Director
SACOG

cc: Dee Lam, Caltrans Division of Local Assistance
Bomasur Banzon, Caltrans Division of Local Assistance District 3
James Perrault, Caltrans Division of Local Assistance District 6
Megan Perasso, Caltrans Division of Local Assistance
Sujaya Kalainesan, Caltrans Division of Local Assistance
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