

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

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

The parties do agree as to the following:

1. ICLTC shall loan \$151,611 in Highway Infrastructure Program (HIP) apportionment, specifically funds allocated under 23 U.S.C. 133(b)(1)(A) "activities in areas with a population over 5,000 to 200,000" and/or 23 U.S.C. 133(b)(1)(A) "activities in areas with a population 5,000 and under" (Program Code Z006 and/or Z007), and also HIP fund-specific Obligation Authority from its unobligated balance in Federal Fiscal Years (FFY) 2018, 2019, 2020, and 2021; and
2. SACOG shall repay the loan by providing ICLTC \$136,000 of its 4-county (Sacramento, Sutter, Yolo, and Yuba) share of State Transportation Improvement Program – Regional Improvement Program (STIP-RIP) shares in the upcoming 2022 STIP. The STIP shares come with both apportionment and Obligation Authority. The 2022 STIP funds may be available for programming between State Fiscal Year 2022-23 and 2027-28; and
3. It is understood that SACOG, at its discretion, may pre-pay any part or all of the loan in the form of STIP-RIP funds; and
4. Apportionment adjustments will be made by the California Department of Transportation's Programming Division, Local Assistance Division, and the California Transportation Commission to SACOG's and ICLTC's apportionment balances to reflect the loan and repayment of apportionment in that are the subject of this MOU;
5. 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
6. Both SACOG and ICLTC 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.

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

7. It is the responsibility of SACOG and ICLTC to communicate to the Department of Transportation and the California Transportation Commission in a timely manner, via email, the request of the adjustments to record the loan and repayment of the loan; and
8. If ICLTC and SACOG agree to delay repayment of the loan, amendments to this MOU may be entered into by the Executive Director of SACOG and Co-Executive Director of ICLTC. 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 3rd of June, 2021.

Michael Errante, Digitally signed by Michael Errante, P.E.
Date: 2021.06.16 16:27:12 -07'00'
P.E.

Michael Errante
Executive Director
ICLTC



James Corless
Executive Director
SACOG

cc: Dee Lam, Caltrans Division of Local Assistance
Bomasur Banzon, Caltrans Division of Local Assistance District 3
Suzi Theiss, Caltrans Division of Local Assistance District 1
Muhaned Aljabiry, Caltrans Office of Federal Programming and Data Management
Megan Perasso, Caltrans Division of Local Assistance
Sujaya Kalainesan, Caltrans Division of Local Assistance
Abhijit Bagde, Caltrans Office of Federal Programming and Data Management