

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

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

The parties do agree as to the following:

1. MCLTC shall loan \$116,099 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 MCLTC \$105,000 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 MCLTC’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 MCLTC 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.

7. It is the responsibility of SACOG and MCLTC 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 MCLTC 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 MCLTC. 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 14th of June, 2021.

Gerry LeFrancois

Gerry LeFrancois
CO-Executive Director
MCLTC



James Corless
Executive Director
SACOG

cc: Dee Lam, Caltrans Division of Local Assistance
Bomasur Banzon, Caltrans Division of Local Assistance District 3
Forest Becket, Caltrans Division of Local Assistance District 9
Megan Perasso, Caltrans Division of Local Assistance
Sujaya Kalainesan, 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