

SACRAMENTO TRANSPORTATION AUTHORITY
MEMORANDUM OF UNDERSTANDING

**MEASURE A
AMERICAN RIVER PARKWAY**

This Memorandum of Understanding is made as of June 8, 2009 by and between the *Sacramento Transportation Authority*, a local transportation authority formed pursuant to the provisions of Public Utilities Code 180000 et seq., hereinafter called "Authority", and the *County of Sacramento*, hereinafter called "Entity."

THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to provide for the annual allocation of Measure A sales tax revenue by the Authority and expenditure thereof by Entity.
2. Definitions. Unless the context otherwise requires, as used in this MOU, the following terms shall have the following meanings:
 - a. "Act" means the Local Transportation Authority and Improvement Act set forth in the provisions of the Public Utilities Code commencing with Section 180000.
 - b. "Board" means the Governing Board of the Sacramento Transportation Authority.
 - c. "Measure A" or "New Measure A" or "Ordinance" means Sacramento Transportation Authority Ordinance No. STA 04-01.
3. Revenue Allocations. The cumulative amount of revenue allocated to Entity during FY 2009-10 shall be \$1 million (\$1,000,000).
4. Disbursements. Allocations to Entity shall be disbursed incrementally as funds are received from the State (currently monthly).
5. Entity Obligations.
 - a. Allocations shall be expended by Entity's *Department of Regional Parks* only for maintenance, operations, and improvements to the paved bikeway network within the portion of the American River Parkway managed by Entity.
 - b. Entity shall keep a separate account of its Measure A allocations under this MOU. Interest earned on unexpended funds in the account shall be retained in the account and expended only on qualified expenditures.

- c. The use and expenditure of Measure A sales tax revenue by Entity shall be in full compliance with the provisions of the Act, the Ordinance, applicable resolutions of the Board, this MOU, and all other applicable contractual and legal requirements.
6. Maintenance of Effort. Entity certifies that it is currently in compliance, and will remain in compliance throughout the term of this Contract, with the maintenance of effort requirements set forth in the Ordinance. As such, Entity shall not reduce the amount of its non-federal, non-state, non-Measure A expenditures for the American River Parkway while receiving Measure A sales tax revenue.
7. Reporting. Entity shall submit quarterly status reports in approved STA format for its Measure A allocations. Reports shall include:
- Amount of funds received
 - Interest earned
 - Amount of funds expended
 - Specific listing of expenditures made, including type of expenditure, quantity of work accomplished, and location of work accomplished, if applicable
8. Audits. Annual audits of the Measure A program will be performed by an independent auditor and reviewed by the Independent Taxpayer Oversight Committee (ITOC). As part of that audit, Entity expenditures will also be audited. Expenditures found to be in noncompliance with this MOU shall be disqualified and may be withheld from future payments.
9. Designation of Measure A Manager. Entity shall designate a Measure A program manager who shall be the responsible representative of Entity to Authority staff in connection with administration of this MOU.
10. Signs. At each specific *capital* project site, Entity shall post signage stating that the project is funded with Measure A funds. The signs shall be substantially similar to those depicted in Attachment A.
11. Indemnity and Hold Harmless. Entity shall indemnify and save harmless the Sacramento Transportation Authority, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, and expenses of every type and description to which any or all of them may be subjected, by reason of or resulting from, directly or indirectly, the performance of this MOU by Entity whether or not caused in part by passive negligence of a party indemnified hereunder. The foregoing shall include, but not be limited to, any attorney fees reasonably incurred by Authority.

The parties promise and agree to abide by the terms of this Memorandum of Understanding as set forth above.

SACRAMENTO TRANSPORTATION AUTHORITY

By _____

Dated: _____

COUNTY OF SACRAMENTO

By: _____
(Authorized Officer)

(Officer's Printed Name)

(Officer's Title)

Attachment A: Public informational sign template