

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY TRANSPORTATION COUNCIL
AND
TUOLUMNE COUNTY
FOR
SONORA COMMUNITY TRAIL**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Tuolumne County Transportation Council, (“TCTC”), and the County of Tuolumne, (“County”).

WITNESSETH:

WHEREAS, Tuolumne County and the Tuolumne County Transportation Council support the provision of active transportation facilities; and

WHEREAS, the County owns the parcel where the Senior Center, Main branch Library, Heaven for Kids playground and Skate park are located at Assessor Parcel Number 044-430-056; and

WHEREAS, the County approved the construction of a natural surface trail on the property at its Board of Supervisors meeting held on February 6, 2018; and

WHEREAS, the Tuolumne County Transportation Council is coordinating the project and has secured the necessary funding to construct the trail; and

WHEREAS, the USDA Forest Service will construct the trail using best practices to minimize future maintenance needs;

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to memorialize the Tuolumne County Transportation Council’s support of the trail through coordinating continued maintenance of the trail, volunteer work days on behalf of the trail, seeking additional funding for improvements, and promoting opportunities for community members to take advantage of the trail.

2. TERM

This MOU shall become effective as of the date first written above and continue until revised or revoked by the signatory parties.

3. TCTC’S RESPONSIBILITIES

- Maintain the natural surface trail, signage, kiosks and trail-related improvements

- Coordinate volunteer work parties on an “as needed” basis to make improvements to the trail
- Seek funding for additional improvements to the trail system
- Coordinate with the County Facilities Management division regarding trail maintenance needs, improvements or other changes to the amenity
- Promote the trail to the community and its visitors

4. COUNTY’S RESPONSIBILITIES

Keep the County-owned parcel in good condition by continuing current property maintenance activities, including grass height reduction and trash service

5. TERMINATION

This MOU may be terminated by either party upon the giving of sixty (60) days’ advance written notice of an intention to terminate.

6. NON-ASSIGNMENT

Neither party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of TCTC, County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

Both Parties shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to this MOU, including, but not limited to, laws related to prevailing wages. Neither party shall engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

9. CONFIDENTIALITY

The parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of

the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

11. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

The TCTC and County agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or any attachment or addenda to this MOU.

13. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to TCTC or County shall be given to the persons representing the respective parties at the following addresses:

COUNTY:

Tracie Riggs, County Administrator
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Email: triggs@co.tuolumne.ca.us

TCTC:

Darin Grossi, Executive Director
Tuolumne County Transportation Council
2 South Green Street
Sonora, CA 95370
Email: dgrossi@co.tuolumne.ca.us

15. PUBLIC RECORDS ACT

The County is aware that this MOU and any documents provided to the TCTC may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the County to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To

the extent that the TCTC agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. COUNTERPARTS

This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

21. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

22. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

23. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

TCTC: <hr/> Michael Ayala, Chair	COUNTY OF TUOLUMNE: <hr/> Karl Rodefer Chair, Board of Supervisors
APPROVED AS TO LEGAL FORM: <hr/> Carlyn M. Drivdahl, Deputy County Counsel	