

FUNDING EXCHANGE AGREEMENT BETWEEN THE TUOLUMNE COUNTY
TRANSPORTATION COUNCIL AND THE COUNTY OF TUOLUMNE

THIS FUNDING EXCHANGE AGREEMENT (“Agreement”) is made this _12th_ day of April, 2017 by and between the Tuolumne County Transportation Council, a California joint powers authority, (“TCTC”) and the County of Tuolumne, a political subdivision of the State of California, (“County”) pursuant to the following terms and conditions.

RECITALS

WHEREAS, TCTC receives Regional Surface Transportation Program (“RSTP”) Exchange Reserve funds; and

WHEREAS, RSTP funds are restricted to projects as defined in Sections 133(b) and 133(c) of Title 23 of the United States Code – Highways, and not otherwise excluded by Article XIX – Motor Vehicle Revenues of the State Constitution; and

WHEREAS, the County has projects eligible for RSTP funding; and

WHEREAS, TCTC and the County desire to exchange equal amounts of County funds and RSTP funds.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants below, the County and TCTC agree as follows:

1. In fiscal year 2016-2017, TCTC will allocate \$125,000 of RSTP funds to County projects in exchange for receipt of \$125,000 of County general funds.
2. Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent of the other party.
3. TCTC and the County shall maintain a record of services provided in sufficient detail to permit an evaluation of the Agreement. All such records shall be made available during normal business hours to authorized representatives of County, TCTC, State, and Federal governments during the term of this Agreement and during the period of record retention for the purpose of program review and/or fiscal audit.
4. It is understood that this is an agreement 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.
5. The County and TCTC agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this Agreement or any attachment or addenda to this Agreement.

6. 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.
7. Any and all notices, reports or other communications to be given to County or TCTC shall be given to the persons representing the respective parties at the following addresses:

TCTC:

Tuolumne County Transportation Council
2 South Green Street
Sonora, CA 95370
209/533-5603

COUNTY:

County of Tuolumne
2 South Green Street
Sonora, CA 95370
209/533-5633

8. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement 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 Agreement and any exhibit, the terms of this Agreement shall control.
9. The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.
10. The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this Agreement. Should it become necessary for a party to this Agreement 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.
11. This Agreement 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.
12. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement 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.

13. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
14. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the Agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

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

COUNTY OF TUOLUMNE	TCTC
By: Sherri Brennan, Chair Board of Supervisors	By: Michael Ayala, Chair
ATTEST:	
By: Alicia Jamar Seal Chief Deputy Clerk of the Board	
APPROVED AS TO LEGAL FORM:	
By: Carlyn M. Drivdahl Deputy County Counsel	

