

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TUOLUMNE COUNTY TRANSPORTATION COUNCIL,
THE CALIFORNIA BICYCLE COALITION EDUCATION FUND,
THE ALPINE COUNTY LOCAL TRANSPORTATION COMMISSION,
THE CALAVERAS COUNCIL OF GOVERNMENTS,
THE SAN JOAQUIN COUNCIL OF GOVERNMENTS
AND
THE STANISLAUS COUNCIL OF GOVERNMENTS
FOR
ADMINISTRATION OF THE CALTRANS GRANT PROMOTING SAFE BICYCLE
TRAVEL OPPORTUNITIES FOR BICYCLE TOURISM AND ECONOMIC
DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____ 2019, by and between the Tuolumne County Transportation Council (“TCTC”), the California Bicycle Coalition Education Fund (“CalBike”), the Alpine County Local Transportation Commission (“ACLTC”), the Calaveras Council of Governments (“CCOG”), the San Joaquin Council of Governments (“SJCOG”) and the Stanislaus Council of Governments (“StanCOG”). ACLTC, CCOG, SJCOG and StanCOG are collectively referenced herein as “Partner Agencies.”

WITNESSETH:

WHEREAS, on May 11, 2018, Caltrans awarded the TCTC, the Partner Agencies and CalBike with a State transportation planning grant for “Promoting Safe Bicycle Travel Opportunities for Bicycle Tourism and Economic Development” in the amount of \$318,503 (“Grant”) as part of Caltrans FY 2018-19 Sustainable Communities Transportation Planning Grant Program; and

WHEREAS, the Grant requires a local match of \$41,387; and

WHEREAS, the parties desire to memorialize their respective responsibilities under the Grant.

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 implement and administer the Grant as set forth in the Scope of Work, attached hereto as Exhibit A.

2. TERM

The term of this MOU shall commence on the date written above and terminate on June 30, 2021 unless extended as provided by this MOU.

3. TCTC'S RESPONSIBILITIES

- A. TCTC will be the project manager for the Grant.
- B. TCTC will procure a consultant through a competitive RFP process to produce project deliverables under the Grant as set forth in Exhibit A.
- C. TCTC will participate in the Steering Committee.
- D. Where TCTC is identified as a Responsible Party, TCTC will accomplish the Tasks set forth in Exhibit A.
- E. TCTC's local contribution is an in-kind contribution of \$6,898.

4. CalBike's RESPONSIBILITIES

- A. CalBike will participate in the Steering Committee.
- B. Where CalBike is identified as a Responsible Party, Cal Bike will accomplish the Tasks set forth in Exhibit A. The TCTC will enter into a separate Contract Agreement with Cal Bike to administer these task deliverables.
- C. CalBike's local contribution is an in-kind-contribution of \$7,000. See Exhibit B for more details.

5. PARTNER AGENCIES' RESPONSIBILITIES

- A. The Partner Agencies will participate in the Steering Committee.
- B. ACLTC's local contribution is a cash match of \$6,898. ACLTC's shall submit its contribution to TCTC within one year of execution of this MOU.
- C. CCOG's local contribution is a cash match of \$6,898. CCOG shall submit its contribution to TCTC within one year of execution of this MOU.
- D. SJCOG's local contribution is a cash match of \$6,898. SJCOG shall submit its contribution to TCTC within one year of execution of this MOU.
- E. StanCOG's local contribution is a cash match of \$6,898. StanCOG shall submit its contribution to TCTC within one year of execution of this MOU.

6. STEERING COMMITTEE

The TCTC, Cal Bike and the Partner Agencies shall form a Steering Committee to review, provide feedback, and comment on the task deliverables which relate to their respective jurisdictions and communities. Where the Steering Committee is identified as a Responsible Party, the Steering Committee will accomplish these Tasks set forth in Exhibit A.

7. TERMINATION

This MOU may be terminated by TCTC upon the giving of thirty (30) days' advance written notice of an intention to terminate to all parties. Any Partner Agency or Cal Bike may terminate its individual participation in this MOU upon the giving of thirty (30) days' advance written notice of an intention to terminate to all parties. Termination shall not relieve the terminating party of its local match obligation.

8. NON-ASSIGNMENT

No 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 parties.

9. 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, Cal Bike, Partner Agencies, 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.

10. COMPLIANCE WITH LAWS/POLICIES

The parties shall comply with all applicable rules and regulations set forth in any applicable Caltrans Master Fund Agreement and any subsequent reporting requirements as directed by the State.

11. 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.

12. RELATIONSHIP OF PARTIES

It is understood that this is a Memorandum of Understanding by and between separate public agencies and a nonprofit corporation and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association by, between or among any of the parties to this MOU.

13. NO THIRD PARTY BENEFICIARIES

The TCTC, Cal Bike and the Partner Agencies 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.

14. 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.

15. NOTICE

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

TCTC:

Darin Grossi
975 Morning Star Dr., Ste. A
Sonora, CA 95370

Cal Bike:

Dave Snyder
466 Water Street
Oakland, CA 94607

ACLTC:

Brian Peters
50 Diamond Valley Road
Markleeville, CA 96120

CCOG:

Amber Collins
444 East Street
San Andreas, CA 95249

SJCOG:

Andrew Chesley
555 E Weber Ave,
Stockton, CA 95202

StanCOG:

Rosa de León Park
1111 I Street Suite 308
Modesto, CA 95354

16. PUBLIC RECORDS ACT

The parties are aware that this MOU and any documents provided under this MOU 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 parties to clearly identify information in those documents that it considers to be confidential or exempt from disclosure under the California Public Records Act. To the extent that the TCTC agrees with that designation, such information will be held in confidence or not disclosed due to the exemption whenever possible and applicable. All other information will be considered public.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. CONTROLLING LAW

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

24. 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, pertaining to 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.

<p>TUOLUMNE COUNTY TRANSPORTATION COUNCIL:</p> <hr/> <p>Darin Grossi, Executive Director</p>	<p>CALIFORNIA BICYCLE COALITION EDUCATION FUND:</p> <hr/> <p>David Snyder, Executive Director</p>
<p>ALPINE COUNTY LOCAL TRANSPORTATION COMMISSION:</p> <hr/> <p>Brian Peters, Executive Secretary</p>	<p>CALAVERAS COUNCIL OF GOVERNMENTS:</p> <hr/> <p>Amber Collins, Executive Director</p>
<p>SAN JOAQUIN COUNCIL OF GOVERNMENTS:</p> <hr/> <p>Andrew T. Chesley, Executive Director</p>	<p>STANISLAUS COUNCIL OF GOVERNMENTS:</p> <hr/> <p>Rosa de León Park, Executive Director</p>

EXHIBIT A
Scope Of Work

EXHIBIT B

Cal Bike – In-Kind Contribution