

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN**  
**THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO**  
**COUNTY**  
**AND**  
\_\_\_\_\_  
**FOR**  
**THE LOCAL PARTNERSHIP GRANT COMPETITIVE PROGRAM**

This Cooperative Agreement (AGREEMENT) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City/County Association of Governments of San Mateo County (C/CAG), and \_\_\_\_\_ (AGENCY) each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, the State of California Transportation Commission (CTC) issued a Notice of Funding Availability (NOFA) for the Local Partnership Program (LPP) in September 2022; and

**WHEREAS**, AGENCY wishes to apply for LPP funds in response to the NOFA to provide \$ \_\_\_\_\_ in funding for \_\_\_\_\_ project (PROJECT) located in \_\_\_\_\_; and

**WHEREAS**, the AGENCY is not an eligible applicant for LPP funds and is requesting C/CAG apply for funding on behalf of the AGENCY; and

**WHEREAS**, the C/CAG is an eligible applicant for LPP funds and C/CAG and AGENCY wish to cooperate on the submittal of the grant application to allow the AGENCY to receive an award of LPP funds; and

**WHEREAS**, if an award is received, the C/CAG will have no responsibility related to the delivery of the PROJECT or the use and expenditure of LPP funds; and

**WHEREAS**, as the AGENCY will assume responsibility and accountability for the use and expenditure of program funds and compliance with all relevant federal and state laws, regulations, policies, and procedures.

**NOW, THEREFORE**, the Parties to this AGREEMENT agree as follows:

## **I. C/CAG Responsibilities**

C/CAG will submit the LPP grant application on behalf of the AGENCY by November 29, 2022 and C/CAG's Executive Director will sign a cover letter with AGENCY's \_\_\_\_\_ as required by the LPP guidelines.

## **II. AGENCY Responsibilities**

AGENCY will prepare all grant application materials for the LPP grant application before November 29, 2022. If an LPP award is received, AGENCY:

- A. Will enter into an agreement with the State of California;
- B. Will assume all responsibility and accountability for the PROJECT and use and expenditure of LPP funds;
- C. Agrees to comply with all relevant federal and state laws, regulations, policies, procedures; and
- D. Agrees to comply with all LPP grant agreement and program requirements.

## **V. Miscellaneous**

- A. Indemnification. AGENCY shall indemnify, keep and save harmless C/CAG and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the PROJECT including, but not limited to, those arising out of any of the following: (i) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the PROJECT or implementation of this AGREEMENT; or (ii) Any allegation that materials or services developed, provided or used for the PROJECT infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

AGENCY further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against C/CAG or any of the individuals enumerated above in any such action, AGENCY shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of the AGREEMENT.

- B. Waiver. No waiver of any default or breach of any covenant of this AGREEMENT by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

- C. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this AGREEMENT:
- i. A Party fails to perform any of its obligations under this AGREEMENT, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party; or
  - ii. A Party purports to revoke this AGREEMENT or this AGREEMENT becomes ineffective for any reason.
- D. Termination. This AGREEMENT shall terminate upon the earlier of: (i) failure to receive an LPP award, or (ii) mutual agreement of the Parties hereto to terminate the AGREEMENT.
- E. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this AGREEMENT without the written consent of the other Party.
- F. Governing Law. This AGREEMENT is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
- G. Amendments. This AGREEMENT may only be amended in writing and must be executed by both Parties.
- H. Disputes. If a question arises regarding interpretation of this AGREEMENT or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
- I. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this AGREEMENT, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
- J. Relationship of the Parties. It is understood that this is an AGREEMENT by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.

- K. Warranty of Authority to Execute Agreement. Each Party to this AGREEMENT represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a Party to this AGREEMENT.
  
- L. Severability. If any portion of this AGREEMENT, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this AGREEMENT, or the application thereof, will remain in full force and effect.
  
- M. Counterparts. This AGREEMENT may be executed in counterparts.
  
- N. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered by express delivery service, return receipt requested, or delivered personally, to the principal offices of the Parties as follows:

C/CAG:           City/County Association of Governments of San Mateo County  
                       555 County Center, 5<sup>th</sup> Floor  
                       Redwood City, CA 94063  
                       Attn: Jeff Lacap, jlacap@smcgov.org

AGENCY:        AGENCY NAME  
                       AGENCY ADDRESS  
                       Attn: \_\_\_\_\_  
                       Email

- O. Entire Agreement. This AGREEMENT constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

**IN WITNESS WHEREOF**, the Parties have entered into this AGREEMENT as of the date first noted above.

**City/County Association of Governments  
of San Mateo County**

\_\_\_\_\_

By:

Its:

Approved as to form:

\_\_\_\_\_  
Attorney for \_\_\_\_\_

\_\_\_\_\_  
Sean Charpentier

Executive Director

Approved as to form:

\_\_\_\_\_  
Attorney for C/CAG