

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF ARCATA

Address: 736 F Street, Arcata California

AND

The Humboldt County Association of Governments (HCAOG)

Address: 611 I Street, Suite B, Eureka, CA 95501

This Memorandum of Understanding ("MOU") is made and entered into as of [_____], by and between the City of Arcata ("City") and The Humboldt County Association of Governments ("HCAOG"), collectively "the Parties."

PURPOSE: City submitted and received a grant for the South Arcata Multimodal Safety Improvement Plan (SAMSIP), of which HCAOG was a co-applicant, and HCAOG submitted and received grant for Humboldt Multimodal and Vibrant Neighborhoods Planning Project (HVMNPP), of which the City was a co-applicant. The purpose of this MOU is to formalize an agreement between the Parties that each party may invoice the other for their staff time dedicated to the project for which the other party is the lead applicant. Both the projects are funded by Caltrans Sustainable Transportation Planning (SSTP) Grants.

PAYMENT: The Parties shall submit quarterly invoices for eligible costs incurred in service of the project for which the other party is the lead applicant; City shall invoice HGAOG for costs incurred for the HVMNPP, and HCAOG shall invoice the City for costs incurred for the SAMSIP. Invoice payments shall be disbursed to each of the Parties following reimbursement of lead applicants' progress payments every quarter for eligible costs incurred for their respective project. All reimbursements under this section shall be per the standard agreement of the Caltrans Sustainable Transportation Planning Grants, executed separately by both City and HCAOG with Caltrans.

TERMINATION: This MOU will terminate at the termination of the SSTP Grant period, April 30, 2026. Either party may terminate this MOU by giving 60 days written notice to the other party.

REPORTING REQUIREMENTS: The lead applicants for the individual project grants shall be responsible for all grant-related reporting and reimbursement requirements.

MUTUAL INDEMNIFICATION: Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “Indemnified Party”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with Indemnifying Party’s performance or failure to comply with any of its obligations under this Memorandum of Understanding, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.

MISCELLANEOUS

1. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes
2. Any amendments or modifications to this MOU must be in writing and signed by the authorized representative of both parties.
3. This MOU shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

City of Arcata

By: _____

Name: Karen Diemer

Title: City Manager

Date:

The Humboldt County Association of Governments (HCAOG)

By: _____

Name:

Title: Executive Director

Date: