

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY,
ON BEHALF OF CALIFORNIA POLYTECHNIC UNIVERSITY AT HUMBOLDT
FOR FISCAL YEARS 2025-2026 THROUGH 2027-2028**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, ON BEHALF OF CALIFORNIA STATE POLYTECHNIC UNIVERSITY, HUMBOLDT hereinafter referred to as “CAL POLY HUMBOLDT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”) –Public Health, desires to provide HIV prevention services on the CAL POLY HUMBOLDT campus, at no cost to students pursuant to the terms and conditions of this MOU.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2028, unless sooner terminated as provided herein.

2. COUNTY RESPONSIBILITIES:

A. COUNTY agrees to provide the following HIV prevention services to students through the NorCAP mobile outreach vehicle on CAL POLY HUMBOLDT campus:

1. Rapid HIV and hepatitis C (HCV) testing and counseling.
2. Linkages to medical care for individuals who test HIV/ HCV positive. Individuals who test positive for HIV/HCV are eligible for linkages to medical providers, insurance coverage, and other patient assistance programs.
3. Linkages to other programs and services, as appropriate. These may include, but are not limited to, additional sexually transmitted infection (STI) testing, substance use disorder treatment, intimate partner violence services, insurance coverage, and other patient assistance programs.
4. Confidential Communications Requests (CCRs) to provide privacy for students still on their parents’ insurance.

B. COUNTY will not require CAL POLY HUMBOLDT to provide electrical hookups, computers, phones, or any other equipment. The mobile van is self-contained with everything needed to provide HIV prevention services to students, pursuant to the terms and conditions of this MOU.

3. CAL POLY HUMBOLDT RESPONSIBILITIES:

- A. CAL POLY HUMBOLDT will make space available during each academic year to park the NorCAP program van on campus, and permit COUNTY staff to provide prevention and outreach services to students.
- B. Dates will be mutually decided and agreed upon by CAL POLY HUMBOLDT and the COUNTY.
- C. The schedule of dates, times, and locations may be adjusted upon the mutual written consent of both parties.
- D. CAL POLY HUMBOLDT acknowledges and understands that COUNTY is providing health education and outreach.
- E. CAL POLY HUMBOLDT understands that COUNTY shall have no obligation to provide any additional support to CAL POLY HUMBOLDT for any purposes.

4. TERMINATION:

- A. Breach of Contract. If either party fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, this MOU may be terminated immediately, upon notice.
- B. Termination Without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice, which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local, state, and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide y HUMBOLDT seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

5. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CAL POLY HUMBOLDT agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards applicable to the services provided pursuant to the terms and conditions of this MOU.

6. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CAL POLY HUMBOLDT certifies that it is not a Nuclear Weapons Contractor, in that CAL POLY HUMBOLDT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CAL POLY HUMBOLDT hereby agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CAL POLY HUMBOLDT subsequently becomes a Nuclear Weapons Contractor.

7. INDEMNIFICATION:

Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees, and volunteers from and against any and all claims, demands, losses,

damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party, or its agents, officers, officials, employees, and volunteers.

8. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation, and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501
riskmgmt@co.humboldt.ca.us

CONTRACTOR: Cal Poly Humboldt
Contracts & Procurement Office
1 Harpst Street
Arcata, CA 95521
procure@humboldt.edu

9. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state, and federal restrictions, limitations, or conditions that may affect the terms, conditions, or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if, for any reason, any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

10. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

11. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

12. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of

both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

13. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

14. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

15. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers, and the internet. CAL POLY HUMBOLDT shall inform COUNTY of all requests for interviews by the media related to this MOU before such interviews take place, and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Director in accordance with the notice requirements set forth herein.

16. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other MOUs in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

17. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

18. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

19. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

20. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other MOUs, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior MOUs, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms of this MOU are hereby ratified.

21. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same MOU. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

22. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the first date written above.

CALIFORNIA POLYTECHNIC UNIVERSITY – HUMBOLDT:

By: _____

Date: _____

Name: Cisco Haggerty

Title: Procurement Specialist

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Sofia Pereira, Public Health Director
(Pursuant to the authority granted by the
County of Humboldt Board of Supervisors
on _____, 2025 [Item 25-____])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management