

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF AGENCY]**

This document is to serve as a Memorandum of Understanding (MOU), entered into this ____ day of _____ 20____, by and between the County of Humboldt, hereinafter referred to as "COUNTY," and [NAME OF AGENCY], hereinafter referred to as "AGENCY" is made upon the following considerations:

WHEREAS, AGENCY partners with the Department of Health and Human Services ("DHHS"), Public Health, Humboldt County Child Passenger Safety Program ("CPS") to provide a National Standardized Child Passenger Safety Training Program ("CPSTP") and community-wide passenger safety education; and

WHEREAS, road injuries are the leading cause of preventable deaths and injuries to children in the United States; and

WHEREAS, buckling children in age and size appropriate car seats, booster seats and seat belts reduces the risk of serious and fatal injury; and

WHEREAS, CPS is the primary source for free passenger safety restraints distributed to low-income, underserved, or non-English speaking families with children from birth to twelve years of age in Humboldt County; and

WHEREAS, CPS, with the goal of reducing death and injuries to children, educates the community about the importance of safety seats, the current California laws governing the use of safety restraints, the proper use of all types of car seats, boosters and seat belts for the child's height, weight, and age and on proper installation in vehicles, best practices when choosing the correct car seat and/or booster seat; and

WHEREAS, CPS and AGENCY work together to provide community-wide passenger safety education; and

WHEREAS, it is beneficial to COUNTY to coordinate a CPSTP to provide education to certify Child Passenger Safety Technicians ("CPST"); and

WHEREAS, by this Agreement AGENCY and COUNTY seek to provide a location for students enrolled in CPSTP trainings and/or a car seat checkup event at AGENCY's facilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. AGENCY'S RIGHTS AND RESPONSIBILITIES:

- 1.1 Facilities. AGENCY shall be solely responsible for physical facilities, resources, equipment, and all other items necessary, including use of reasonable work and storage space, to continue operating any facility in which the CPSTP and/or car seat checkup event

is implemented. Exhibit A provides the facility locations for hosting CPSTP and/or car seat checkup event.

- 1.2 AGENCY Designees. AGENCY shall designate qualified Staff to participate with the Instructors in planning, implementing, coordinating, and participating in the CPSTP and/or car seat checkup event.
- 1.3 Staffing. AGENCY shall employ an adequate number of qualified staff members to ensure the safe and continuous provision of services for Students.
- 1.4 Access to Facilities. AGENCY shall permit Students enrolled in the CPSTP appropriate access to AGENCY facilities, except where such access will interfere with AGENCY's quotidian operations.
- 1.5 Worker's Compensation. AGENCY shall confirm that each Student participating in the CPSTP is covered under AGENCY's workers' compensation benefits as required by the Labor Code of the State of California.
- 1.6 Professional Liability Coverage. AGENCY shall confirm that each Student participating in the CPST training is covered under AGENCY's professional liability insurance in the amounts set forth in Section 9.1 below.

2. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- 2.1 Instructor. COUNTY shall designate certified staff as the Child Passenger Safety Training Instructor ("CPSTI") and co-Instructor. The two-instructor requirement is to help ensure a quality course for the students. At least one Technician Assistant will assist with the course behind the scenes and does not provide instruction.
- 2.2 Curriculum. COUNTY designated CPSTI shall provide, through the nationally standardized child passenger safety technician certification course, usually three to four days long with a combination of classroom instruction, hands-on work with car seats and in vehicles, and a community safety seat checkup event.
- 2.3 Attendance and Academic Records. COUNTY shall maintain all Student attendance and training records.
- 2.4 Program Changes. COUNTY, through its Instructor, shall notify AGENCY of all changes or issues involving the instruction, curriculum, policies and/or procedures of the CPST training program.
- 2.5 COUNTY Designees. COUNTY shall designate qualified staff members to participate in the training.
- 2.6 Student Orientation. COUNTY shall provide Students with an orientation regarding the applicable CPST training requirements prior to commencement.
- 2.7 Health Coverage. COUNTY shall inform each Student participating in the CPST training to obtain and maintain adequate health insurance coverage throughout their CPST training and/or car seat checkup event.

3. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect for five (5) year(s). This Agreement shall be automatically renewed for additional periods of one (1) year(s), up to a maximum of ten (10) years, unless sooner terminated as provided herein.

4. TERMINATION:

4.1 General Termination. This Agreement may be terminated by either party for any reason upon six (6) months advance written notice of such intent to terminate.

4.2 Discontinuance of AGENCY Facilities. Nothing in this Agreement shall be construed to require AGENCY to continue operating any facility, in which the CPST program is implemented, solely for the purpose of maintaining the CPST program. If AGENCY decides to discontinue operation of any such facility, AGENCY, at its sole discretion, shall determine whether this Agreement shall be terminated. AGENCY shall provide COUNTY sixty (60) days advance written notice of its intent to terminate this Agreement due to the discontinuance of AGENCY facilities.

4.3 Termination due to Insufficient Funding. COUNTY's obligations under this Agreement 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 Agreement shall be terminated. COUNTY shall provide AGENCY seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

5. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

AGENCY:

[NAME OF AGENCY]

Attn: [NAME OF CONTACT]

[Position of Contact]

[Address]

COUNTY:

Humboldt County DHHS

Attn: Public Health Director

529 "I" Street

Eureka, CA 95501

6. NUCLEAR FREE ORDINANCE:

AGENCY certifies by signing below that it is not a Nuclear Weapons Contractor, in that AGENCY 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. AGENCY 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 AGENCY becomes a Nuclear Weapons Contractor.

7. NONDISCRIMINATION COMPLIANCE:

- 7.1 Employment. In connection with the execution of this Agreement, AGENCY shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical condition), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, veteran status or any other classification protected by federal, state or local laws and regulations. Nothing in this provision shall be construed to require the employment of unqualified persons.
- 7.2 Delivery of Services. AGENCY shall not discriminate in the provision of services because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical condition), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, veteran status or any other classification protected by federal, state or local laws and regulations.
- 7.3 Compliance with Anti-Discrimination Laws. AGENCY further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and all other applicable federal and state laws and regulations to ensure that employment practices and provision of services are non-discriminatory.

8. INDEMNIFICATION:

- 8.1. Hold Harmless, Defense and Indemnification. AGENCY shall hold harmless, defend and indemnify COUNTY 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, AGENCY's 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 COUNTY.
- 8.2. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve AGENCY from liability under this provision. This provision shall apply to all claims for damages related to AGENCY's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

9. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and AGENCY is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

9.1 AGENCY General Insurance Requirements. Without limiting AGENCY indemnification obligations set forth herein, AGENCY, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of AGENCY or its agents, officers, directors, employees, licensees, invitees, OR assignees:

9.1.1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death, property damage, sexual abuse and molestation. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

9.1.2 Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto). 9.1.3 Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees, and volunteers.

9.1. Cancellation or Reduction. AGENCY shall not cancel, non-renew or materially reduce in coverage the insurance policies required under Section 9.1 without thirty (30) days prior written notice being provided to COUNTY in accordance with the Notice provisions set forth under Section 9 above. It is further understood that AGENCY shall not terminate such coverage until it provides COUNTY with proof satisfactory thereto that equal or better insurance has been secured and is in place.

9.2 Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

9.2.1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."

- c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
- 9.2.2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
- 9.2.3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
- 9.2.4 For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
- 9.2.5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
- 9.2.6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
- 9.2.7 COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- 9.3. Insurance Notices. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement 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

CONTRACTOR: [Name of Contractor]

Attention: [Name of Contact Person], [Job Title]

[Street Address]

10. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors, and is not intended to, and shall not be construed to, create the relationship of agent, servant, employer, partnership, joint venture, or any other similar association between the parties. Both parties further agree that AGENCY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation and injury leave or other leave benefits.

11. SEVERABILITY:

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective, or void by any court of law, each party shall be relieved of any obligations arising from such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

12. ASSIGNMENT:

Neither party shall, voluntarily or by operation of law, delegate, assign or otherwise transfer its rights and/or obligations hereunder, either in whole or in part, without the other party's prior written consent. Any purported assignments in violation of this section shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by either party to obtain or arrange for supplies, technical support or professional services.

13. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

14. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

15. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

16. AMENDMENT:

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

17. ADVERTISING AND MEDIA RELEASE:

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

18. INFORMATION TECHNOLOGY ASSURANCES:

AGENCY hereby agrees to take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by COUNTY at AGENCY's facilities pursuant to this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

19. JURISDICTION AND VENUE:

This Agreement 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.

20. INTERPRETATION:

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

21. INDEPENDENT CONSTRUCTION:

The titles of sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting the validity of this Agreement or any of the provisions therein.

22. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term

“prevailing party” means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

23. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, 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 and conditions of this Agreement are hereby ratified.

24. 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, pandemics, 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.

25. COUNTERPART EXECUTION:

This Agreement, 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 agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, 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 Agreement and any amendments hereto.

26. AUTHORITY TO EXECUTE:

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

[NAME OF AGENCY]

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT

By: _____

Date: _____

Name: _____

Title: Director of Public Health

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Analyst

Date: _____

LIST OF EXHIBITS:

Exhibit A- Agency Facility Locations

Exhibit A- Agency Facility Locations

| Name of Facility | Location Address | City |
|------------------|------------------|------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |