

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CHILD PASSENGER SAFETY TECHNICIAN]**

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 CHILD PASSENGER SAFETY TECHNICIAN], hereinafter referred to as "CPST" is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS"), Public Health, Humboldt County Child Passenger Safety Program ("CPSP"), desires to provide a National Standardized Child Passenger Safety Training Program ("CPST training"); and

WHEREAS, such work involves the professional, expert, and technical services of a certified CPSI to certify the CPST or recertify the CPST; and

WHEREAS, COUNTY offers such services to students not affiliated with an agency and who registered with safekids.org; and

WHEREAS, CPST represents that it is adequately trained, skilled, experienced, and qualified to attend the CPST training provided by COUNTY.

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

1. **CPST'S RIGHTS AND RESPONSIBILITIES:**

- 1.1 **Instructor.** The COUNTY CPSI and co-instructors will provide the National Standardized CPST training for CPST resulting in certification as CPST and certification renewal for returning CPST.
- 1.2 **Organization Management.** CPSI shall coordinate CPST certification of CPST in the CPST training program and car seat checkup event.
- 1.3 **Curriculum.** CPSI shall provide CPST, through the National Standardized Child Passenger Safety Training Program, the latest versions of the standardized courses and additional course materials, including the course prep guides (Certification and Renewal Testing Course), course management forms, quizzes and hands-on assessments.
- 1.4 **Access to Facilities.** CPSI shall permit CPST enrolled in the CPST training appropriate access to CPST training facilities.
- 1.5 **Program Changes.** CPSI, shall notify COUNTY of all changes or issues involving the instruction, curriculum, policies and/or procedures of the CPST training program.
- 1.6 **Student Orientation.** CPSI shall provide students with an orientation regarding the applicable CPST training requirements prior to commencement.

- 1.7 Health Coverage. CPSI shall inform each Student participating in the CPST training to obtain and maintain adequate health insurance coverage throughout their CPST training and car seat checkup event.

2. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- 2.1 Instructor. COUNTY shall designate certified staff as the CPSI and/or co-CPSI.
- 2.2 Organization Management. COUNTY shall maintain all Student attendance and training records.
- 2.3 Curriculum. COUNTY designated CPSI shall provide, through the National Standardized Child Passenger Safety Training Program, the latest versions of the standardized courses and additional course materials, including the course prep guides (Certification and Renewal Testing Course), course management forms, quizzes and hands-on assessments
- 2.4 Access to Facilities. COUNTY shall permit CPST enrolled in the CPST training appropriate access to CPST training facilities.
- 2.5 Program Changes. COUNTY, through its CPSI, shall notify CPST of all changes or issues involving the instruction, curriculum, policies and/or procedures of the CPST training program.
- 2.6 Student Orientation. COUNTY shall provide CPST with an orientation regarding the applicable CPST training requirements prior to commencement.
- 2.7 Health Coverage. COUNTY shall inform CPST participating in the CPST training to obtain and maintain adequate health insurance coverage throughout their CPST training and car seat checkup event.
- 2.8 Student Removal. COUNTY may immediately remove from the CPST training any CPST who poses an immediate threat of danger to COUNTY personnel, or the quality of services provided by CPSI and shall notify the COUNTY prior to removing any CPST. COUNTY shall notify CPST in writing of the action taken as soon as possible thereafter and shall include a statement as to the reason or reasons thereof.
- 2.9 Background Verification. COUNTY shall conduct or verify criminal background checks for each CPST, if required by federal, state or local law to conduct such checks. COUNTY will not allow a CPST who fails to meet COUNTY's character requirements participate in the CPST training.

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:

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

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 CPST 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.

CPST:

[NAME]

[Address]

COUNTY:

Humboldt County DHHS
Attn: Public Health Director
529 "I" Street
Eureka, CA 95501

6. NUCLEAR FREE ORDINANCE:

CPST certifies by signing below that it is not affiliated with a Nuclear Weapons CPST, in that CPST 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. CPST agrees to notify COUNTY immediately if it becomes affiliated with a Nuclear Weapons CPST, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CPST becomes affiliated with a Nuclear Weapons CPST.

7. NONDISCRIMINATION COMPLIANCE:

7.1 Employment. In connection with the execution of this Agreement, CPST shall not discriminate against any applicant for CPST training 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. CPST 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. CPST 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. CPST 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, CPST'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 CPST from liability under this provision. This provision shall apply to all claims for damages related to CPST'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 CPST 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 CPST General Insurance Requirements. Without limiting CPST indemnification obligations set forth herein, CPST, 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 CPST:
- 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 One Million Dollars (\$1,000,000.00) per occurrence for anyone (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. If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONTRACTOR: _____

[Name of Contractor]

Date

[Job Title]

9.1.4 Cancellation or Reduction. CPST 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 CPST 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 CPSTs 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 CPST 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. CPST 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:

CPST hereby agrees to take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by COUNTY during the CPST training 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 CPST]

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT

By: _____

Date: _____

Name: _____

Title: Director of Public Health

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst