

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
INK PEOPLE, INC.
FOR FISCAL YEAR 2025-2026 THROUGH 2029-2030**

This Memorandum of Understanding (MOU) is entered into this 2nd day of October, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and The Ink People Center for the Arts, a California non-profit corporation, hereinafter referred to as “INK PEOPLE,” is made upon the following considerations:

WHEREAS INK PEOPLE is dedicated to creating inclusive, diverse, and accepting events for the LGBTQ+ community; and

WHEREAS INK PEOPLE, is hosting the Pride Events at locations in Humboldt County and has invited the County of Humboldt, Department of Health and Human Services programs to attend the festivities to educate participants as to DHHS services provided; and

WHEREAS COUNTY, by and through its Department of Health and Human Services (“DHHS”) desires to work collaboratively with INK PEOPLE to conduct health-related educational tabling and provide youth perspectives on policies and practices that affect youth in Humboldt County to improve and transform systems and services that best serve Transition-Age Youth (TAY) ages 16-26 and develop LGBTQ+ leadership for youth with lived experience in foster care, juvenile justice, behavioral health and/or homelessness; and

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 July 1, 2030, unless sooner terminated as provided herein.

2. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

Each party hereby agrees to cooperate, coordinate, and work collaboratively with the other party, utilizing the designated facilities, to provide DHHS-related information.

A. Responsibilities of INK PEOPLE:

1. Provide access to, and use of, the Facility, as needed by COUNTY, and as approved by INK PEOPLE, for the provision of DHHS-related information.

2. Provide use of the Facility's parking lot, as needed by COUNTY, and as approved by INK PEOPLE, for the purpose of public and authorized personnel parking.
3. Provide tables, chairs, trash cans, and other related items, as needed by COUNTY, and as approved by INK PEOPLE.

B. Responsibilities of COUNTY:

1. Set up and take down of pop-up canopies, tables, and chairs within the time frame of the festival, as needed by COUNTY, and as approved by INK PEOPLE.
2. Provide an annually updated list of COUNTY contacts to INK PEOPLE.
3. Provide a list of COUNTY staff who will attend the event to INK PEOPLE, prior to the event.
4. Collect and dispose of any non-traditional/hazardous waste, including, and without limitation, medical waste.
5. Return the Facility to the original condition upon conclusion of event.

3. TERMINATION:

- A. Termination for Cause. Either party may, in its sole discretion, immediately terminate this MOU, upon written notice, in the event the other party materially defaults in performing any obligation set forth herein or violates any local, state, or federal laws, regulations, or standards applicable to its performance hereunder.
- B. Termination Without Cause. COUNTY 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 seven (7) days' advance written notice of its intent to terminate this MOU due to insufficient funding.

4. 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

Ink People: The Ink People, Inc.
Redwood Pride, Lost Coast Pride+
Attention: Pride Events
627 3rd Street
Eureka, California 95501
Leslie@inkpeople.org
Monica@inkpeople.org
redwoodpride@inkpeople.org

5. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto 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, liabilities, expenses and costs 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 or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

6. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees, and subcontractors.

7. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder, including, without limitation, any and all applicable requirements.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state, and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 internet. INK PEOPLE 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 Director in accordance with the notice requirements set forth herein.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

[Signatures on Following Page]

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

INK PEOPLE, INC.:

By: 

Date: October 2, 2025

Name: Leslie Castellano

Title: Executive Director

By: 

Date: 10/27/25

Name: James Kloor

Title: Board Vice President

COUNTY OF HUMBOLDT:

By: _____

Date: _____

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

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 10/30/2025

Risk Management

