

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COUNTY OF HUMBOLDT
AND
THE COUNTY OF TRINITY
FOR FISCAL YEAR 2025-2026**

This Memorandum of Understanding ("MOU"), entered into this 15th day of September, 2025, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "TRINITY," is made upon the following considerations:

WHEREAS, TRINITY's qualified professional librarian retired effective December 31, 2024; and

WHEREAS, TRINITY needs a qualified librarian pursuant to California Education Code Section 19140; and

WHEREAS, HUMBOLDT has a qualified Supervising Librarian under the direction of Christopher Cooper, MLIS, the Director of Library Services; and

WHEREAS California Education Code Section 19110 permits:

The board of supervisors of any county may contract with the board of supervisors of any other county or two or more other counties to provide for the services of a single qualified librarian to serve simultaneously as the county librarian of each county whereby authorizing HUMBOLDT to contract with TRINITY, by and with the consent of the respective Boards of Supervisors, to appoint Christopher Cooper, MLIS, the Director of Library Services for Humboldt, as the acting County Librarian for the performance of select duties of a single qualified professional librarian; and

WHEREAS, HUMBOLDT and TRINITY desire to enter into this MOU for the provision of Librarian services to which will meet the minimum requirements of the California Education Code and the California State Library.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

1. PROVISION OF SERVICES:

HUMBOLDT hereby agrees to provide TRINITY with Supervising Librarian services to meet the requirements of the California Education Code and the California State Library. These services may be provided by Supervising Librarian or other equally qualified librarians under the supervision and direction of the Director of Library Services

These services include the provisions outlined below:

- i. Local guidance and implementation recommendations for county free library programs required by the state; and
- ii. Partner for training opportunities for Trinity County branch library staff; and
- iii. Provide mentorship and guidance to library staff on the usage and administration of digital reference tools, library management system, cataloging and classification, collection development, intellectual freedom and censorship issues, electronic media systems, community programming; and

- iv. Serve as liaison for state and regional communications and convenings, including membership in the NorthNet Library System

HUMBOLDT shall devote a maximum of 16 hours per month to perform these services pursuant to this MOU. The parties may agree in writing to additional hours if they become necessary.

The PARTIES acknowledge that HUMBOLDT's responsibility is primarily supervisory and administrative and most of the services to be performed by HUMBOLDT will not require a physical presence within Trinity County but are the kinds of services that can be supervised or administered remotely by Humboldt. Oversight of existing Trinity County staff will be temporary in nature until such time as TRINITY is successful in recruiting a qualified librarian. Trinity County retains all administrative, legal, fiscal, human resource, and risk management responsibility for Trinity County Library employees and volunteers. HUMBOLDT does not assume any responsibility of any kind, other than what is stated in this agreement. TRINITY must provide required information to HUMBOLDT to allow the Supervising Librarian to provide the services provided herein.

2. COMPENSATION:

- A. Monthly Compensation. TRINITY shall pay HUMBOLDT at the minimum, flat monthly rate of Five Hundred Twenty-Seven dollars (\$527), for each month in which the services required pursuant to the terms and conditions of this MOU are provided. This monthly payment will be made no later than the last business day of the month following the month in which the services required pursuant to the terms and conditions of this MOU were provided.
- B. Hourly Compensation. Trinity County shall pay Humboldt County Supervising Librarian wages not to exceed 16 hours per month. TRINITY shall pay the traveler mileage and other travel expenses in amounts consistent with current TRINITY policies related to such expenses. Following the travel occurrence, HUMBOLDT will submit periodic statements setting forth both the hours expended, and travel expenses paid for full reimbursement of travel expenses. TRINITY shall thereafter pay HUMBOLDT for time and travel expenses stated within thirty (30) days of submission of such statement. These payments shall be made in addition to the flat monthly payments specified above.
- C. Maximum Amount Payable. The total payments to be made by TRINITY to HUMBOLDT for any and all services provided pursuant to the terms and conditions of this MOU are incorporated herein as Schedule "A" and shall not exceed Ten Thousand Dollars (\$10,000).

3. TERM AND TERMINATION:

This MOU shall commence upon execution by both parties and shall remain in full force and effect until June 30, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein. Early termination of this MOU may be effectuated upon ten (10) days advance written notice from the County Administrative Officer of either party without the need for action or ratification by the Board of Supervisors. This MOU may be extended by mutual agreement of both parties on a month-to-month basis.

4. NOTICES:

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

HUMBOLDT: County of Humboldt
Attention: Elishia Hayes, County Administrative Officer
825 Fifth Street, Room 111
Eureka, California 95501

TRINITY: County of Trinity
Attention: Trent Tuthill, County Administrative Officer
P.O. Box 1613
Weaverville, California 96093

5. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required pursuant to the terms and conditions of this MOU shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and any all reports required pursuant to the terms and conditions of this MOU shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

6. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.
- B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with the performance of the duties and obligations set forth herein, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

7. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

8. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. Each party further assures that it, and its subcontractors, shall abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Education Code Sections 220, *et seq.*; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this MOU by reference as if set forth in full.

9. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, TRINITY certifies that it is not a Nuclear Weapons Contractor, in that TRINITY 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. TRINITY agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this MOU if it determines that the foregoing certification is false or if TRINITY subsequently becomes a Nuclear Weapons Contractor.

10. INDEMNIFICATION:

- A. Mutual Indemnity. 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, 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 its proportionate share of liability as determined in any such proceeding. In such cases, each party will bear its 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.

11. 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 notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

HUMBOLDT: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

TRINITY: County of Trinity
Attention: Risk Management
P.O. Box 1613
Weaverville, California 96093

12. 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. Both parties further agree that any and all personnel responsible for carrying out the duties and obligations set forth herein shall be employees of the hiring party, and shall not be entitled to any benefits to which employees of the other party are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, licensees, invitees, assignees and subcontractors.

13. 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.

- 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 11135 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, all as may be amended from time to time.

14. 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 incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

15. 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.

16. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOU specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

17. 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.

18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

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

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU 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 MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

22. AMENDMENT:

This MOU may be amended at any time during the term hereof 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 an authorized representative of each party hereto.

23. STANDARD OF PRACTICE:

TRINITY COUNTY warrants that they will ensure their staff will recognize and follow the direction of the Supervising Librarian. Further, the employees being supervised have the degree of learning and skill ordinarily possessed by employees practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute 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.

25. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOU before such interviews take place. Each party shall be entitled to have a representative present at any and all interviews concerning the subject matter of this MOU.

26. SUBCONTRACTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not.

27. SURVIVAL OF PROVISIONS:

(25-132)

The duties and obligations of the parties set forth in Section 6 – Record Retention and Inspection, Section 7 – Confidential Information and Section 10 – Indemnification shall survive the expiration or termination of this MOU.

28. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements 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.

29. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by each 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.

30. 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.

31. FORCE MAJEURE:

No 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.

32. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind any of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of 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 MOU are hereby ratified.

33. 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 agreement. This MOU, 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 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.

34. 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 hereto have entered into this MOU as of the first date written above.

COUNTY OF HUMBOLDT:

By: _____

Date: _____

**Michelle Bushnell, Chair
Second District Supervisor**

By: _____
Christopher Cooper, Director of Library Services

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Amanda Phillips, Risk Manager

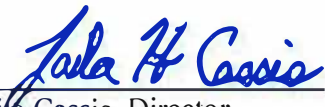
Date: _____

COUNTY OF TRINITY:

By:  _____
Trent Tuthill, County Administrative Officer

Date: 9-15-25

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  _____
Laka Cassis, Director
Human Resources/Risk Management

Date: 9-15-25

APPROVED AS TO FORM:

By:  _____
Margaret E. Long
County Counsel

Date: 9-15-25

SCHEDULE A: COMPENSATION AND EXPENDITURE TABLE

Salary Projection:

<u>Possible Classifications</u>	<u>Hourly Rate</u>	<u>Approximate Yearly Rate</u>
Administrative Analyst (M&C)	\$29.19	\$5,838.00
Supervising Librarian	\$31.62	\$6,324.00

Lodging Costs	4-6 nights x \$200	\$800.00-\$1,200.00
Meals & Incidentals	8-10 days x \$68	\$544.00-\$680.00
Transportation Costs	12-14 days x \$60	\$720.00-\$840.00