



COLLEGE OF THE REDWOODS

ADDENDUM V
to MOU between Cal Poly Humboldt and the College of the Redwoods

HEALTHCARE EDUCATION HUB
MEMORANDUM OF UNDERSTANDING

1. Parties

This Addendum (“Agreement”) is made and entered into day of August 17, 2023 (“Effective Date”) between Cal Poly HUMBOLDT in Humboldt County, a California State Polytechnic University, Humboldt (“Cal Poly Humboldt”), and the REDWOODS COMMUNITY COLLEGE DISTRICT, (“CR”). Collectively, Cal Poly Humboldt and CR may be referred to as “Parties” herein.

2. Recitals

A. Cal Poly Humboldt owns, maintains and controls the property located at 1100 Samoa Boulevard, Arcata, California formerly known as “Industrial Electric,” and referred as “Facility” herein

B. Each party wishes to provide vocational instruction and hands on field experience in the healthcare fields for its students. The Facility will be intended to serve as a “Healthcare Education Hub” to be jointly used and operated by the parties in support of nursing and allied health care education programs that can be utilized by both institutions.

C. It is the desire of Cal Poly Humboldt and CR to cooperate in reconstructing and expanding the Facility, as generally defined in Exhibit A – Project Improvement Plan Summary (“Project”) attached hereto, for the benefit of Cal Poly Humboldt and CR to support their educational missions.

D. The Project will be constructed over property owned by Cal Poly Humboldt identified as Assessor Parcel 505-251-013 as shown in Exhibit B – Assessor Parcel Map attached hereto.

E. CR has been allocated funds by the State of California in the amount of \$10 million for the Project (Funds).

F. Upon CR receiving the full amount of \$10,000,000, Cal Poly Humboldt agrees to pay for the remainder of the costs associated with the Project.

G. Prior to the start of the Project, the Parties agree to execute the Construction and Improvement Contract.

H. Upon completion of the Project, Cal Poly Humboldt will have the responsibility for the operation and maintenance of the Facility under the term of this Agreement as delineated below.

I. Accordingly, the Parties have concluded that it is to the substantial advantage of each party, each party's students, and the public generally to enter into this Agreement.

3. Purpose

The primary purpose of this Agreement is to establish the terms under which Cal Poly Humboldt shall permit CR, to use the Facility in consideration of CR providing funds to complete the Project; and to establish the terms under which Cal Poly Humboldt and CR will coordinate the use of the Facility for educational purposes. Such use is also subject to the requirements of state law, including, but not limited to, the Cal Poly Humboldt policy and procedures, and CR policy and procedures. The parties will utilize the Facilities at a schedule to be determined by the Parties on an annual basis. The annual schedule shall cooperatively allow shared use of the Facilities.

4. No Separate Entity Created/Each Party an Independent Contractor

The Parties do not intend to create a separate public agency through this Agreement, and no provision of this Agreement should be so construed. Each party, in the performance of this Agreement, shall be and act as an independent contractor. Each party understands and agrees that none of its officials, officers, employees, volunteers, licensees, invitees, or agents shall be considered officials, officers, employees or agents of the other party, or be entitled to benefits of any kind or nature normally provided employees of the other party and/or to which the other party's employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits.

5. Term

The term of this Agreement shall commence upon the effective date specified above, and continue in effect for 30 years. Upon approval of both Parties, CR may renew the Agreement beyond the original 30 year term subject to applicable law, unless and until terminated in accordance with provision 14 of this Agreement.

6. Obligations of the Parties

A. Obligations of Cal Poly Humboldt

1. Cal Poly Humboldt agrees, upon receiving the Funds, to complete the Project in accordance with the Construction and Improvement Contract and in an expeditious manner.
2. Cal Poly Humboldt shall make all necessary repairs to maintain the Facility in a usable and presentable condition.
3. Cal Poly Humboldt agrees to use the designated areas within the Facility for a joint Healthcare Education Hub program with CR.

B. Obligations of CR

1. CR authorizes Cal Poly Humboldt to complete the Project in accordance with the Construction and Improvement Contract once the Funds have been awarded.
2. All repairs and improvements made by Cal Poly Humboldt which are funded by CR shall be completed in compliance with all legal requirements which CR would be required to follow if it was performing the work, including but not limited to, California Labor Code sections 1725.5 and 1770 et seq., California Civil Code sections 9550 et seq., California Public Contract Code sections 20110 et seq., and California Education Code, including all associated regulations.

7. Financing the Construction

This Agreement is contingent upon the availability of sufficient funds to finance this Facilities project. If Cal Poly Humboldt does not commence construction of the Facilities within 365 days of the date of this Agreement, this Agreement shall terminate and be of no force and effect, unless both Parties agree in writing upon an extension of this period. In the event of such early termination of this Agreement prior to commencement of construction, CR's Total Financial Contribution shall be returned in full. If for any reason this Agreement terminates early after funds have been spent on the project, CR's Total Financial Contribution will be returned to it on a pro-rata basis of its contribution in ratio to the total cost of the Facilities project after deducting the funds spent from the total project cost. Subject to termination, CR's obligation to pay Cal Poly Humboldt its Initial Contribution towards the total cost of the Facilities, as specified herein, shall be irrevocable upon Cal Poly Humboldt receiving DSA approval of plans for the Facilities.

8. Joint Use of the Facility Following Construction

In consideration of the contributions of Cal Poly Humboldt and CR pursuant to this Agreement, Cal Poly Humboldt hereby grants CR permission to use the Facility in accordance with the following:

Operating Memorandum of Understanding for the Joint Use of the Facilities. During the Term of this Agreement, designated representatives of each party shall meet as needed, at a time and place to be mutually determined, to negotiate and finalize an Operating Memorandum of Understanding in which the details of their joint use of the Facilities shall be set forth by no later than April 2024.

A. The Parties shall negotiate through their Steering Committee with final approval by the University/College presidents, as defined below, an Operating Memorandum of Understanding ("Operating MOU"). The term of the Operating MOU shall be no longer than two academic years with options for modifications and renewal terms. The Operating MOU shall address operation, maintenance, repair, use schedules, revenue plan for the Facilities and operational budget of the Facilities in accordance with this Agreement. The objective of the Parties is that CR will have joint use of the Facilities with Cal Poly Humboldt in connection with its Nursing and Allied Health programs on behalf of each party's students. The parties will work in good faith with each other to coordinate course offerings that will be beneficial to both parties.

B. CR and Cal Poly Humboldt shall form a Steering Committee that shall meet at least twice a year to establish specific facility use schedules and operational budget based on use, for the fall term and the spring/summer terms, respectively. When establishing facility use schedules, the Nursing and Allied Health Programs schedule and use shall have priority. Once the Nursing and Allied Health Programs facility use schedule is established, each party will then formulate its schedule. Cal Poly Humboldt's Nursing Program and CR's Nursing and Allied Health Programs will have priority over all other instructional and public use. During their jointly scheduled time of use, each party shall be equally responsible for developing and operating the Nursing and Allied Health Programs. In the event of a conflict in agreeing on scheduling, funding, maintenance, or any related matter, the Parties agree to make best efforts to resolve the conflict in good faith. If unable to reach an agreement after good faith efforts, the issue will be forwarded to the CFOs of each institution for discussion and resolution. Both campuses shall be responsible for financial management related to the Facilities, including but limited to the accounting of any additional contributions from CR and expenditures related to the Facilities.

C. In addition to duties outlined in this Agreement, CR and Cal Poly Humboldt will submit all financial statements related to the use, operation, and maintenance of the Facilities to the Steering Committee for review at least twice a year on or before the planning meetings described in section B above. The Parties agree to cooperate in an effort to maintain financial transparency with respect to the operation, maintenance, and use of the Facilities.

D. CR and Cal Poly Humboldt shall also establish an Operating Committee that shall report to the Steering Committee and meet approximately monthly to address regular daily, weekly and monthly updates to schedules, conditions of the Facilities including repairs and use, to ensure cooperation, coordination and integration of Facilities use. The Operating Committee shall also be responsible for allocating any unscheduled time that remains after Cal Poly Humboldt and CR have established their respective schedules of use as per Section B of this Agreement. In the event of a conflict relating to the allocation of unscheduled time, the Operating Committee shall refer the matter to the Steering Committee to resolve the conflict as per the terms set out in Section B of this Agreement.

E. Cal Poly Humboldt shall be responsible for the operation and maintenance of the Facilities.

F. Cal Poly Humboldt shall be responsible for all long-term repairs, maintenance and capital improvements of and to Facilities during the Term hereof. The Parties recognize that CR may raise additional funds to contribute to long-term repairs, maintenance and capital improvements beyond its Initial Contribution specified above ("Additional Contributions" and together with the Initial Contribution "Total Contributions").

9. Liability and Mutual Indemnity

This Agreement is not intended to affect the legal liability of any of the Parties by imposing any standard of care other than the standard of care that applies by law. No party or representative, official, officer, employee, agent, or volunteer of a party is responsible for any damage or liability that results from anything any other party or official, officer, employee, agent, volunteer or invitee of that other party does or fails to do concerning this Agreement. Each party agrees to indemnify, defend and hold harmless the other party and its officers, officials, employees, agents, and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including, but not limited to, all reasonable attorneys' fees and costs and fees of litigation and other proceedings) (collectively, "Claims") that result from anything such indemnifying party or its officials, officers, employees, agents, volunteers or invitees does or fails to do concerning the Facility or this Agreement, except for the gross negligence or willful misconduct of the indemnified party.

10. Insurance

A. During the entire term of this Agreement or any extension thereof, Cal Poly Humboldt shall maintain in effect a policy or policies of comprehensive general liability insurance from all claims of bodily injury, property damage, personal injury, death, other injury, and medical payments arising from any portion of this Agreement or CR's use of the Facility. Cal Poly Humboldt shall maintain such general liability insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and aggregate of two million dollars (\$2,000,000.00). This Agreement must be completed, signed, and returned with two original endorsements naming CR and their respective officials, officers, agents, employees and volunteers as additional insured and an endorsement stating that Cal Poly's insurance policy or policies shall be primary to any insurance or self-insurance maintained by CR. Cal Poly will provide to CR proof of insurance and the endorsement required pursuant to this provision on an annual basis. The insurance required herein shall be placed with insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to CR.

B. Cal Poly Humboldt shall be solely responsible for maintaining adequate property insurance coverage for the Facility during the term of this Agreement.

C. Insurance coverage required of CR pursuant to this provision may not be suspended, voided, canceled or reduced in coverage or limits, unless thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other Parties to this Agreement.

Upon notice of suspension, voiding, cancellation or reduction in coverage limits of Cal Poly's insurance required pursuant to this provision, Cal Poly Humboldt's participation in the Agreement may be terminated for cause in accordance with this Agreement.

11. Destruction and Damage

Total destruction of the Facility shall automatically terminate joint use rights of the Facility under this Agreement. If the Facility becomes damaged, to the extent that Cal Poly determines they are unusable, Cal Poly shall notify CR and joint use rights under this Agreement shall be suspended until the Facility is restored to a usable condition. Cal Poly shall use its best efforts to restore the Facility to a usable condition, if and when it is financially and practically able to do so.

12. Successors and Assigns

This Agreement may not be assigned except with prior written consent of the Parties. Any assignment made without such consent shall be void, and at the option of the non-breaching Parties, shall be cause for termination in accordance with this Agreement. The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and authorized assigns of the Parties.

13. Notices

All notices, including invoices, given hereunder shall be in writing and shall be deemed to have been given if personally delivered or deposited in the United States mail postage prepaid, certified or registered, return receipt requested, and addressed to the other parties as follows or as otherwise designated by written notice hereunder from time to time:

To CR: President/Superintendent Dr. Keith Flamer
 Redwoods Community College District
 7351 Tompkins Hill Rd
 Eureka, CA 95501

To Cal Poly: President Tom Jackson Jr.
 Cal Poly Humboldt
 1 Harpst Street
 Arcata CA 95521

14. Amendments

This Agreement may only be amended or modified by written instrument executed by authorized representatives of each of the Parties. The Parties agree to negotiate in good faith mutually acceptable modifications of this Agreement as may be deemed appropriate by the Parties consistent with the intent and purpose of this Agreement.

15. Default and Termination

In the event of either party's default of any material obligation under this Agreement, the

non-defaulting party must give the defaulting party written notice of and a reasonable time to cure the default. If the defaulting party has not made a substantial effort to cure the default within a reasonable time, the non-defaulting party may perform the obligation at the expense of the defaulting party. The defaulting party shall reimburse the non-defaulting party for its reasonable expenses arising directly from actions required to cure the default within thirty (30) days after the non-defaulting party submits a detailed invoice of such costs.

No party shall be in default on account of any failure of performance which is caused by circumstances beyond the reasonable control of such party, including strikes, lockouts, fires, floods, acts of God, war, pandemic, civil disorder or government regulations. This provision shall not excuse a delay in performance in excess of the actual delay so occasioned.

CR shall have the continuing right to utilize the Facility for Nursing and Allied Health Programs and other educational purposes from year-to-year without fee, charge or cost to CR except as expressly agreed to in the Operating MOU. Such year-to-year use may only be terminated by mutual consent of the parties. Said use by CR shall be irrevocable and non-cancellable during the term of the Agreement, unless canceled or terminated in the manner described in this Agreement. The consideration for this Agreement is the benefit to be obtained by both Cal Poly and CR from the joint use of the Facility.

16. Disputes; Governing Law and Severability

This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Humboldt County, California, and no other place. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

If a dispute under this Agreement arises between the parties, the Parties shall submit the matter for non-binding mediation. If the Parties cannot agree on a mediator or procedure to initiate and complete mediation, then they shall mediate the matter in accordance with the rules and procedures of the Judicial Arbitration and Mediation Service (JAMS) or its successor in interest. If no successor in interest to JAMS is then in existence, the Parties shall utilize a mediation or similar alternative dispute resolution procedure available through the Humboldt County Superior Court. Mediation costs shall be divided equally between the Parties. Mediation shall not be required as a prerequisite to seeking provisional remedies in court.

Each party has invested significant time and resources and performed extensive planning in connection with this Agreement, and will be investing significant time and resources in performing rights and obligations hereunder. It is not possible to determine the sum of money which would adequately compensate a party for its efforts in connection with this Agreement. For the above reasons, damages may not be an adequate remedy if a Party fails to carry out its obligations under this Agreement, and each Party shall have the right to seek specific performance as a remedy for breach of any relevant obligation hereunder.

17. Non-Discrimination

The Parties, in performance of this Agreement, shall ensure that their officers, officials,

employees, volunteers, licensees, invitees, and agents do not discriminate based on actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, sexual orientation, gender, age, mental or physical disability, or marital status.

18. Americans with Disabilities Act (ADA)

Cal Poly shall not make any changes or arrangements that would cause the Facility to be out of compliance with the ADA and its supporting regulations, as may be amended from time to time.

19. Entire Agreement

This Agreement represents the entire agreement between Cal Poly and CR concerning the Facility and supersedes all prior negotiations, representations or agreements, either written or oral.

20. Authorization

Each person signing below represents that (s)he is duly authorized to bind the party (s)he represents.

CAL POLY HUMBOLDT

By: Tom Jackson Jr.
Tom Jackson Jr., President

REDWOODS COMMUNITY COLLEGE DISTRICT

By: Dr. Keith Flamer
Dr. Keith Flamer, President/Superintendent

EXHIBIT A

PROJECT IMPROVEMENT PLAN SUMMARY

The Healthcare Hub is an academic and professional development collaboration between the College of the Redwoods and Cal Poly Humboldt. The Building will serve as a regional training facility supporting a broad range healthcare professionals in an adaptive and flexible building. The project will invest a total of twelve million dollars in a renovation of 1601 Samoa Blvd, which is an existing warehouse and office building owned by Cal Poly Humboldt. The project will be an adaptive reuse of this building, improving the building's shell and renovating its core to support the specific programs of the two institutions. The College of the redwoods will move their existing

programs including Licensed Vocational Nurse (LVN), Associates Degree in Nursing (ADN), Paramedic to Registered Nurse, Certified Nursing Assistant (CNA), Medical Assistant, Emergency Medical Technicians (EMT), Paramedics, and Phlebotomy. Cal Poly Humboldt College of Professional Studies will continue to grow its innovative RN to BSN program and provide a home for other wellness and safety related training through the School of Applied Health. The Project will renovate approximately 30,000 gross square feet or about 20,000 assignable square feet of building and will include offices, a large lecture classroom (100 seats), various rooms for conference and training, computing labs, testing centers and other shared and common use spaces. In support of nursing, there will be simulation labs including skills lab, assessment lab, activities of daily living lab, anatomage/open lab. The nursing program will also have Clinical exam (outpatient) and emergency room simulation areas. In addition, the nursing program will introduce innovative technology in virtual reality and high fidelity simulation labs. EMT and Paramedics will utilize an ambulance simulation and triage bay. Applied Health will utilize shared facilities to deliver consultation in fall prevention, exercise science, concussion protocol, and other programs to be created.

EXHIBIT B

ASSESSOR PARCEL MAP

Property Report - Assessor's Parcel Number: 021-191-006



City of Arcata Community Development Department
736 F Street, Arcata, Ca. 95521
(707) 822-5955



This map is for informational purposes only. The City of Arcata, including its employees, shall not be liable for any damages, including those caused by fire, flood, or other natural disasters, or for any and all damages which may be incurred by the user and the user's information.

Web links:
General Plan Land Use Element: <http://www.cityofarcata.org/Documents/News/38>
Land Use Code: <http://www.codepublishing.com/CA/Arcata/7/ArcataLUC0920/ArcataLUC092.html>

Humboldt County Assessor Details

Parcel information data: 7/15/2023

Site Address/City/Zip: **1601 SAMOA BL ARCATA, 95521**
Land Value: **\$288,697.00**
Improvement Value: **\$1,715,522.00**
Other Value: **\$0.00**
Recorded Document: **2017R 16954**
Assessor Parcel Map Link: <http://co.humboldt.ca.us/assessor/maps/021-19.pdf>

City of Arcata Property Details

Parcel attribute descriptions

https://gis01.cityofarcata.org/data/property_report/Property_report_metadata9-7-2017.pdf

Property Details

Latitude/Longitude: 40.866067 -124.095805
Section/Township/Range: SECTION 32 T6N, R1E
Parcel Size in Sq Ft (GIS Computed): 110,661.1
Parcel Size in Acres (GIS Computed): 2.54
Google Map Link:
<http://maps.google.com/maps?hl=en&map=44.866067,124.095805,15m/data=!3m1!1e3!1s1601samoa+blvd+arcata+ca>
Census Block: 108 Census Tract: 13
Sewer Lateral Certificate(as of 2/9/2023): No

Zoning

Arcata Land Use Code (LUC):
Industrial Limited
Arcata Coastal Land Use & Development Guide (CLUDG):
Industrial Commercial

General Plan Land Use

Inland - Arcata General Plan: **Industrial - Limited**
Coastal - Arcata General Plan: **Industrial - Limited**

Special Resources/Hazards/Constraints Areas

Creamery District (:CD) Combining Zone: **Out**
Historical Landmark (:HL) Combining Zone: **None**
Homeless for Housing (:HH) Combining Zone: **HH**
Cannabis Innovation Zone (:CI2) Combining Zone: **Out**
Neighborhood Conservation Area (:NCA): **Out**
Planned Development (:PD) Combining Zone: **No**
Plaza Area (:PA) Combining Zone: **No**
Special Consideration (:SC) Combining Zone: **No**
Wetland/Stream (:WP/:SP) Combining Zone: **None**
Alquist/Prilo Fault Zone: **Out**
Coastal Zone Boundary: **In**
Categorical Exclusion Area: **In**
Creek Zone (Within 25' of creek): **No**
Coastal Jurisdiction: **City Permit-State Appeal**
FEMA Flood Zone (2017): **Out**
Hillside Development: **None**
Liquefaction: **Moderate Liquefaction**
Matthews Dam Failure: **In**
Noise Contour: **Yes**
Redevelopment Area: **In**
Urban Services Boundary: **In**
USFWS Wetlands: **Yes**
Within 50' of Fault Zone: **Out**