

**MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF HUMBOLDT
AND
McKINLEYVILLE ACTIVITY CENTER / McKINLEYVILLE
COMMUNITY SERVICES DISTRICT**

This Memorandum of Agreement ("MOA") is made and entered into this first day of November, 2022, by and between County of Humboldt ("COUNTY") and McKinleyville Community Services District ("SHELTER") for the provision of physical facilities to serve as a temporary emergency public shelter in the event of a disaster.

1. PURPOSE

1.1. The purpose of this MOA between COUNTY and SHELTER is to identify each party's responsibilities and obligations to each other during natural or human-caused disasters and emergencies. This MOA explains how COUNTY and SHELTER shall coordinate the opening of the facility provided, conduct administrative activities, and information exchange activities required for the effective and seamless delivery of a temporary emergency public shelter.

2. TERM

2.1. This MOA is effective from Nov. 1, 2022 to Nov. 1, 2027.

3. TEMPORARY EMERGENCY SHELTER

3.1. The temporary emergency shelter is located at The McKinleyville Activity Center ("FACILITY"). The FACILITY has a capacity to temporarily accommodate 225 members of the public.

3.2. Parties will jointly conduct a pre-occupancy survey of the FACILITY before it is released to COUNTY for temporary use. Parties will use Red Cross' Facility/Shelter Opening & Closing Inspection Form, Attachment A, to record any existing damage or conditions. SHELTER will identify and secure all equipment that COUNTY should not use while sheltering in the FACILITY. COUNTY will exercise reasonable care while using the FACILITY as a temporary emergency shelter and will make no modifications to the FACILITY without the express written approval of the SHELTER.

3.3. COUNTY will notify SHELTER of the closing date for the shelter. Before COUNTY vacates the FACILITY, parties will jointly conduct the post-occupancy survey, Attachment A, to record any damage or conditions.

3.4. SHELTER will provide written notice at least 72 hours in advance if permission to utilize an active SHELTER is revoked or rescinded while it is under the care and control of COUNTY.

4. INITIATION

4.1. SHELTER agrees, upon request and if feasible, to be available to COUNTY to exercise this Agreement at any time, 24 hours per day, seven (7) days/week to use FACILITY on a temporary basis as an emergency public shelter.

4.2. SHELTER will designate a contact person who ensure that the SHELTER is available for use by COUNTY in case of an emergency at any time, 24 hours/day, seven (7) days/week. Additional emergency contact information is incorporated as Attachment B, including three (3) 24 hour contact points for SHELTER and COUNTY. Attachment B shall be modified if any designated 24-hour-contacts change, upon written notice within 30 days of the designee change. Such modifications shall be incorporated as amendments to this Agreement.

SHELTER's 24-Hour Point of Contact:

Facility and authorization contact: James Henry, Operations Director
707-839-1351 Office
707-496-2295 Home

COUNTY's 24-Hour Point of Contact:

TITLE: Emergency Services Manager, Humboldt County Sheriff's Office of
Emergency Services
TELEPHONE NUMBER: 707-268-2500 or 707-445-7251

5. SHELTER OBLIGATIONS

5.1 SHELTER agrees to the following provisions:

5.1.1 SHELTER will promptly respond to requests by COUNTY to utilize the FACILITY, and permit the use of the named facility or facilities as an evacuation center or overnight emergency shelter whenever reasonably possible.

5.1.2. SHELTER will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the SHELTER by COUNTY.

5.1.3. SHELTER will ensure that reasonable measures are taken to ensure accessibility and compliance with the Americans With Disabilities Act (ADA) and permit temporary installation of non-damaging equipment to remove barriers to accessibility. Parties with use ADA Checklist for Emergency Shelter, Attachment C, to evaluate the SHELTER for compliance. Parties also agree to comply with the Barrier Mitigation Plan, Attachment D, when the FACILITY is used as a SHELTER.

6. COUNTY OBLIGATIONS

6.1. COUNTY agrees to the following provisions:

6.1.1 COUNTY will have primary responsibility for the operation of the shelter and will designate an authorized Shelter Manager to manage and act as the primary point of contact for daily sheltering activities.

6.1.2 COUNTY will ensure that all reasonable measures are taken to prevent damages to FACILITY, and that the facility is not altered while in use as an emergency shelter.

7. INSURANCE

7.1. SHELTER'S INSURANCE.

7.1.1. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. Minimum limits of \$2,000,000 will be maintained for general and auto liability. Workers' compensation coverage will be maintained as required by the laws of the State of California.

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

1. The Comprehensive General Liability and Professional Liability Policies 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, FACILITY. 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.

7.2. COUNTY'S INSURANCE.

7.2.1. General Insurance Requirements. Without limiting the parties' indemnification obligations provided for herein, each party will maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance, workers' compensation and professional liability policies. Minimum limits of \$2,000,000 will be maintained for general and auto liability. Workers' compensation coverage will be maintained as required by the laws of the State of California.

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

1. The Comprehensive General Liability and Professional Liability Policies shall provide that FACILITY, 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, COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to FACILITY 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 FACILITY.
 - 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.

7.3. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

SHELTER: McKinleyville Activity Center / McKinleyville Community
Services District
Attention: James Henry
PO Box 2037 / 1656 Sutter Rd.
McKinleyville, CA 95519

8. INDEMNIFICATION

8.1. 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.

8.1.1 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.

8.1.2. Effect of Insurance. Acceptance of the insurance required by this MOA 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. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

8.2. Acceptance of insurance, if required by this MOA, does not relieve SHELTER from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by SHELTER's operations regardless if any insurance is applicable or not.

9. REIMBURSEMENT

9.1. COUNTY will reimburse SHELTER for the following:

9.1.2. Damage to the FACILITY or other property of SHELTER, reasonable wear and tear excepted, resulting from the operations of COUNTY. Reimbursement for FACILITY damage will be based on replacement at actual cash value. COUNTY will select from among bids from at least three reputable contractors. COUNTY is not responsible for storm damage or other damage caused by the disaster.

9.1.3. Reasonable, actual, out-of-pocket operational costs, including the costs of the utilities to the extent that such costs would not have been incurred but for COUNTY's use of FACILITY.

9.2. SHELTER will submit any request for reimburse to COUNTY within 60 days after the FACILITY closes. Any request for reimbursement for supplies or operational costs must be accompanied by supporting invoices.

9.3 In the event that the FACILITY is utilized by the COUNTY for extended sheltering operations, this MOA may be amended with the approval of all parties to include provisions for reimbursement of other costs not expressly named under this section.

10. TERMINATION

10.1. This MOA may be terminated by either party for any reason upon 30 days' advance written notice of such intent to terminate.

11. NOTICES

11.1. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served 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.

COUNTY: Humboldt County Sheriff's Office of Emergency Services
Attention: Emergency Services Manager
826 4th Street
Eureka, CA 95501

SHELTER: McKinleyville Activity Center / McKinleyville Community
Services District
Attention: James Henry
PO Box 2037 / 1656 Sutter Rd.
McKinleyville, CA 95519

Each party may at any time change its address for notice by giving written notice of such change to the other party in the manner provided in this section.

12. NUCLEAR FREE ORDINANCE

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

13. SMOKING

13.1. Pursuant to Humboldt County Code sections 971-1 *et seq.*, smoking shall be prohibited in all COUNTY owned, leased, rented or controlled premises. SHELTER shall comply with said provision.

14. RELATIONSHIP OF PARTIES:

14.1. It is understood that this is an Agreement 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. All parties further agree that SHELTER shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. SHELTER shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES

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

16. AMENDMENT

16.1. This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of all parties. 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. COUNTERPARTS

17.1. This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each 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. 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, for all purposes.

18. AUTHORITY TO EXECUTE

18.1. 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.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR
TREASURER.

McKinleyville Activity Center McKinleyville Community Services District:

By: David R Couch Date: 12/7/22

Name: David R Couch

Title: Board President

By: [Signature] Date: 12/7/22

Name: April Sosa

Title: Board Secretary

County of Humboldt:

By: [Signature] Date: 12/15/2022

William F. Honsal III

Humboldt County Sheriff and Director of Emergency Services

LIST OF ATTACHMENTS:

- Attachment A: Red Cross' Facility/Shelter Opening & Closing Inspection
- Attachment B: Emergency Contacts Form
- Attachment C: ADA Checklist for Emergency Shelter
- Attachment D: Barrier Mitigation Plan

MOA - Temporary Emergency Public Shelter
McKinleyville Activity Center