



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-18

For the meeting of: June 27, 2017

Date: May 31, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*
Department of Health and Human Services

Subject: Memorandum of Understanding with Redwood Community Action Agency for Oral Health Supplies

RECOMMENDATION(S):

It is recommended that the Board of Supervisors:

1. Approve, ratify and authorize the Chair to execute two (2) originals of the attached Memorandum of Understanding (MOU) between Redwood Community Action Agency (RCAA) and Department of Health and Human Services (DHHS) – Public Health for the purchase of oral health supplies.
2. Direct the Clerk of the Board to return one (1) signed original of the MOU to the DHHS – Contract Unit for forwarding to DHHS – Public Health.

SOURCE OF FUNDING:

Public Health Fund

Prepared by Lara Zintsmaster AA I

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]*

County Counsel *[Signature]*

Human Resources *[Signature]*

Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*

Ayes *Sundberg, Fennell, Bass, Bohn*

Nays _____

Abstain _____

Absent *Wilson*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 27, 2017*

By: *[Signature]*
Kathy Hayes, Clerk of the Board

DISCUSSION:

The DHHS – Public Health Oral Health program, with initial funding support from the Smullin Foundation in 2015, collaborated with RCAA to purchase, inventory, track and disburse oral health supplies to multiple community partners who request them. These oral health supplies are made into kits, which are an integral part of the Oral Health program’s promotion of oral health prevention activities, providing items such as toothbrushes, toothpaste and floss to the community. These supplies are available through easily accessible locations such as many of Humboldt’s family resource centers and food pantry sites, and are provided to various DHHS programs that have direct contact with clients such as Healthy Communities and the Women, Infants and Children (WIC) program. Supplies are distributed in a strategic manner, targeting identified high-risk populations such as low-income families and children in rural areas who have difficulty accessing geographically local dentistry services.

RCAA is a long-time partner with DHHS-Public Health’s Oral Health program. RCAA’s oral health program purchases a large volume of oral health supplies with a wholesale vendor at discounted prices that are not available to DHHS-Public Health. In order to assist Public Health to maximize funding allocated for oral health supplies for the Oral Health program, RCAA has offered to purchase supplies on behalf of DHHS-Public Health in exchange for reimbursement of purchase cost only, and no further incentive. DHHS-Public Health’s Oral Health Coordinator has created a form and tracking system specific to ordering these supplies to ensure the proper items and quantities are ordered without exceeding funding set aside for these supplies.

Approval of this MOU will allow RCAA to purchase oral health supplies for DHHS-Public Health’s Oral health program, not to exceed \$5,000, upon request by the Oral Health Coordinator, and allow Public Health to reimburse RCAA the cost of those supplies.

The term of this MOU is July 1, 2016 through June 30, 2017. This MOU comes late to the Board due to the need for multiple revisions and late receipt of finalized documents from the vendor.

FINANCIAL IMPACT:

Approval of this MOU will allow DHHS-Public Health to reimburse RCAA for the purchase of oral health supplies not to exceed \$5,000 for the period of July 1, 2016 through June 30, 2017. This expenditure was budgeted for in the Fiscal Year 2016-17 budget. There is no impact to the county’s General Fund.

Approving the proposed agreement supports the Board’s Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve the agreement. This is not recommended, as it would not allow Public Health to obtain oral health supplies at a discounted rate.

ATTACHMENTS:

Two (2) originals of the Memorandum of Understanding between Redwood Community Action Agency and DHHS – Public Health

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD COMMUNITY ACTION AGENCY
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 27th day of June, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Redwood Community Action Agency, a California non-profit corporation, hereinafter referred to as "RCAA," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health ("DHHS – Public Health"), has received funding from the North Coast Grantmaking Partnership in order to purchase certain oral health supplies; and

WHEREAS, COUNTY desires to retain RCAA to purchase such oral health supplies at a discounted price in order to maximize the funding received by the North Coast Grantmaking Partnership; and

WHEREAS, parties desire to enter into an agreement which sets forth each party's rights and obligations regarding the purchase of such oral health supplies.

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

1. RIGHTS AND OBLIGATIONS OF RCAA:

- A. Purchase and Delivery of Oral Health Supplies. RCAA hereby agrees to purchase and deliver oral health supplies as specified and requested by COUNTY. In providing such services, RCAA agrees to fully cooperate with the DHHS – Public Health Director or designee thereof, hereinafter referred to as "Director."
- B. Purchase and Delivery Schedule. RCAA hereby agrees to purchase and deliver the oral health supplies specified by COUNTY in a timely manner. RCAA understands that the provision of such services may require a varied schedule.

2. RIGHTS AND OBLIGATIONS OF COUNTY:

- A. Purchase Requests. COUNTY shall complete, and submit to RCAA, order forms which specify the type and quantity of oral health supplies to be purchased by RCAA.
- B. Purchase Review. COUNTY shall review all purchases made by RCAA to ensure that the oral health supplies ordered pursuant to the terms and conditions of this MOU meet COUNTY's organizational and geographical needs.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, RCAA fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to RCAA. Such notice shall state the effective date of the termination.
- C. 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 RCAA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Reimbursement Upon Termination. In the event of any termination of this MOU, RCAA shall be entitled to payment for unreimbursed purchases made hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by RCAA.

5. REIMBURSEMENT:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for oral health supplies purchased, pursuant to the terms and conditions of this MOU is Five Thousand Dollars (\$5,000.00). RCAA agrees to purchase specified oral health supplies on behalf of the COUNTY, for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Additional Services. RCAA shall not receive reimbursement or compensation beyond the actual cost of oral health supplies purchased on behalf of COUNTY. Any additional services or purchases not otherwise set forth herein shall not be provided or made by RCAA, or compensated or reimbursed by COUNTY, without prior written authorization by COUNTY. All unauthorized costs incurred above the maximum payable amount set forth herein shall be the responsibility of RCAA. RCAA shall notify COUNTY, in writing at least six (6) weeks prior to the date upon which RCAA estimates that the maximum payable amount will be reached.

6. PAYMENT:

RCAA shall submit to COUNTY invoices no less than quarterly which itemize all oral health supplies purchased, pursuant to the terms and conditions of this MOU. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. RCAA shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by RCAA shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Leigh Pierre-Oetker, Oral Health Consultant
529 I Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU 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 DHHS – Public Health
Attention: DHHS Public Health Director
529 I Street
Eureka, California 95501

RCAA: Redwood Community Action Agency
Attention: Val Martinez
904 G Street
Eureka, California 95501

8. REPORTS:

RCAA agrees to assist COUNTY with the preparation of any and all reports that may be required by local, state and /or federal agencies or organizations for compliance with this MOU. RCAA shall provide to COUNTY the information necessary to provide such reports no later than fifteen (15) days prior to the date on which COUNTY is required to submit such reports to the appropriate local, state or federal agency or organization. COUNTY shall be responsible for notifying RCAA, in writing, of any reports that may be required hereunder within a reasonable time period for RCAA to provide COUNTY with the information necessary to prepare such reports.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. RCAA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

B. Inspection of Records. RCAA hereby agrees to make all records relating to the services provided pursuant to the terms and conditions of this MOU available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. RCAA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because RCAA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

RCAA agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor RCAA's records, programs or procedures, at any time, as well as the overall operation of RCAA's programs, in order to ensure compliance with the terms and conditions of this MOU. RCAA will cooperate with a corrective action plan, if deficiencies in RCAA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by RCAA pursuant to the terms of this MOU.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, RCAA may receive information that is confidential under local, state or federal law. RCAA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge 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 standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

RCAA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that RCAA 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. RCAA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if RCAA subsequently becomes a Nuclear Weapons Contractor.

13. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, RCAA, and its subcontractors, shall not 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 gender identity and expression, pregnancy, childbirth and related medical conditions), 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), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. RCAA further assures that it, and its subcontractors, will 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 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 Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this MOU by reference and made a part hereof as if set forth in full.

14. DRUG-FREE WORKPLACE:

By executing this MOU, RCAA certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. RCAA's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 1. Receive a copy of RCAA's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of RCAA's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this MOU and/or termination thereof, and RCAA may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if RCAA violates the certification by failing to carry out the above-referenced requirements.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. RCAA 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 fees and other costs of litigation, arising out of, or in connection with, RCAA's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance required by this MOU, does not relieve RCAA from liability under this provision. This provision shall apply to all claims for damages related to the services performed by RCAA pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not.

16. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting RCAA's indemnification obligations provided for herein, RCAA shall, at its own expense, take out and maintain throughout the entire period of this MOU, and any extended term thereof, any and all appropriate comprehensive general liability insurance, comprehensive automobile insurance and workers' compensation insurance.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

RCAA: Redwood Community Action Agency
 Attention: Val Martinez
 904 G Street
 Eureka, California 95501

17. 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 RCAA 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. RCAA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

RCAA agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this MOU. RCAA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

19. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions 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, the parties agree to amend the pertinent section to make such insertion.

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this MOU is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

21. 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.

22. 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 by RCAA 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 RCAA to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement 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. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of RCAA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and RCAA shall promptly refund, any funds disbursed to RCAA which, in the judgment of COUNTY, were not expended in accordance with the terms of this MOU.

25. 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.

26. 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.

27. STANDARD OF PRACTICE:

RCAA warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. RCAA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this MOU prepared and/or submitted by RCAA shall become the property of COUNTY. However, RCAA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, RCAA shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. 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.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. RCAA 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.

31. SUBCONTRACTS:

RCAA shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. RCAA shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this MOU to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including 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, "prevailing party" means the party who dismisses an action or proceeding 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.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Reimbursement Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this MOU.

34. 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.

35. 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 party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without 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.

38. 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 either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, 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.

39. 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 hereto have entered into this MOU 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.

REDWOOD COMMUNITY ACTION AGENCY:

By: Lorey Keele
Name: LOREY KEELE
Acting
Title: Executive Director

Date: 6/14/17

By: D E Cune
Name: DON CUNE
Title: Finance Director

Date: 6/14/17

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 6/27/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Kaylyn
Risk Management

Date: 6/15/17