

**MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF ARCATA
FOR FISCAL YEARS 2022/2023 THROUGH 2026/2027**

This Memorandum of Agreement ("MOA") is made and entered into this 20 day of March, 2023, by and between County of Humboldt ("COUNTY") and City of Arcata ("ARCATA") 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 ARCATA 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 ARCATA 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 the execution date to December 31, 2027.

3. TEMPORARY EMERGENCY SHELTER

3.1. The temporary emergency shelter is located at Arcata Community Center, 321 Dr. Martin Luther King Jr. Parkway, Arcata, CA 95521 ("FACILITY"). The FACILITY has a capacity to temporarily accommodate 365 members of the public in an overnight capacity.

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 American Red Cross' (RED CROSS) Facility/Shelter Opening & Closing Inspection Form, Attachment A, to record any existing damage or conditions. ARCATA 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 ARCATA.

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ARCATA will provide written notice at least 72 hours in advance if permission to utilize an active ARCATA is revoked or rescinded while it is under the care and control of COUNTY.

3.5. ARCATA has similar pre-existing agreements with RED CROSS first, and with Pacific Gas & Electric (PG&E) second, for establishing a temporary shelter at the FACILITY during an emergency event. It is understood between the parties that, in the event a temporary emergency shelter is needed, COUNTY will have first right of use of the FACILITY and will

coordinate with RED CROSS as needed, and ARCATA will work with COUNTY directly, as detailed in this MOU. PG&E may have the option to establish and operate an additional customer resource center in an Alternate Use Area, comprised of the western portion of the FACILITY parking lot. PG&E's representatives and customers shall have the right to use the FACILITY hallways and restrooms during daylight hours.

4. INITIATION

4.1. ARCATA 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. ARCATA will designate a contact person who ensure that the ARCATA 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 ARCATA 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.

ARCATA's 24-Hour Point of Contact:

Authorization contact: Karen Diemer, City Manager
707-825-2200 Office
707-845-0117 Emergency

Facility contact: Mike Rice, Recreation Supervisor
707-825-2202 Office
707-599-2257 Emergency

Alternate facility contact: Emily Benvie, Deputy Director, Community Services
707-825-2102 Office
707-497-0412 Emergency

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. ARCATA OBLIGATIONS

5.1 ARCATA agrees to the following provisions:

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

5.1.3. ARCATA 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 ARCATA for compliance. Parties also agree to comply with the Barrier Mitigation Plan, Attachment D, when the FACILITY is used as a ARCATA.

5.1.4. ARCATA will provide necessary janitorial services to the FACILITY and common areas, including removing trash and stocking restrooms with supplies.

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. COUNTY will ensure that at least one trained COUNTY representative is on-site at all times to monitor and supervise use of the shelter and the FACILITY.

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. If necessary and requested by ARCATA, COUNTY will provide uniformed, security personnel presence during overnight operations.

6.1.3. COUNTY shall not use the FACILITY or permit anything to be done on or about the FACILITY that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement related to the use or occupancy of the FACILITY. COUNTY shall not allow the FACILITY to be used for any unlawful or objectionable purpose, nor shall COUNTY cause, maintain or permit any nuisance in, on or about the FACILITY.

7. INSURANCE

7.1. ARCATA'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.

7.2. 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.

7.3. 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

ARCATA: City of Arcata
Attention: City Manager's Office
736 F Street
Arcata, CA 95521

7.4. This section, Insurance, shall survive the expiration or termination of this MOA.

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.

9. REIMBURSEMENT

9.1. COUNTY will reimburse ARCATA for the following:

9.1.2. Damage to the FACILITY or other property of ARCATA, 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. ARCATA 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

ARCATA: City of Arcata
Attention: Emily Sinkhorn
736 F Street
Arcata, CA 95521

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. Each party certifies by signing below that it is not a Nuclear Weapons Contractor, in that the parties are 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. Each party agrees to notify the other party immediately if it becomes a Nuclear Weapons Contractor, as defined above. Either party may immediately terminate this Agreement if it determines that the foregoing certification is false or if the other party 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. ARCATA shall comply with said provision.

14. JURISDICTION AND VENUE

14.1. This MOA 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.

15. RELATIONSHIP OF PARTIES:

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

16. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES

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

17. AMENDMENT

17.1. 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.

18. COUNTERPARTS

18.1. 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.

19. AUTHORITY TO EXECUTE

19.1. 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.

CITY OF ARCATA:

By:  Date: 3/6/23

Name: Karen Diemer

Title: City Manager

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By:  Date: 3/20/23

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

ATTACHMENT A
Red Cross Facility/Shelter Opening & Closing Inspection

Attachment A is appended to this MOA and incorporated by reference.

ATTACHMENT B
Emergency Contacts Form

Point of Contact for Authorization

Karen Diemer, City Manager

707-825-2200 Office

707-845-0117 Emergency

Point of Contact to Open Facility

Mike Rice, Recreation Supervisor

707-825-2202 Office

707-599-2257 Emergency

Alternate Point of Contact to Open Facility

Emily Benvie, Deputy Director, Community Services

707-825-2102 Office

707-497-0412 Emergency

ATTACHMENT C
ADA Checklist for Emergency Shelter

Attachment C is attached to this MOA and incorporated by reference.

ATTACHMENT D

Barrier Mitigation Plan

Prior to opening a shelter at this location, the County would assist with barrier mitigation as outlined below. If the facility undergoes a significant rebuild or remodel prior to its use as an emergency shelter, the following barrier mitigations should be considered by the facility's owners and managers:

Barrier: A curb ramp is not provided between the passenger drop-off area and the access aisle. The access aisle is provided as part of the sidewalk at the public bus stop in front of the main entrance.

Mitigation: Accessible curb ramps are provided on both sides of the main entrance. Greeters can be assigned to assist all persons with traffic control and wayfinding at the main entrance.

Barrier: Door pressure to building entrances exceeds 5 lbs. of pressure.

Mitigations: The County can choose from a number of just-in-time fixes, including adjusting door pressure, removing the closer mechanism, and propping open the door and using a privacy curtain instead. If those efforts are unsuccessful, greeters can be assigned to open and close doors as needed.

Barrier: The men's ADA-designated toilet stall does not meet standards for an accessible restroom. The toilet centerline is 20 ½ inches. The standard is no more than 18 inches. The stall width is a ½ inch too short. The standard is 60-inches wide.

Mitigation: The city provides an accessible portable toilet outside year-round. It is located on an accessible route from the dining room entrance. It can be moved closer to the lobby restrooms on the northwest side of the building if needed.

Barrier: The women's restroom requires minor accommodations.

Mitigations: The County can perform a number of just-in-time fixes including propping the inner vestibule door open, providing an acrylic safety mirror with the bottom reflective edge mounted no higher than 40 inches, removing the paper towel dispenser that is obstructing the clear space next to the accessible toilet room, and reinstalling the side grab bar within 12 inches of the rear wall of the accessible toilet room. County can request a 1 to 2-inch toilet seat riser for the women's ambulatory toilet stall via the Emergency Operations Center's established resource request process.

Barrier: The water fountains do not meet accessible standards. The spouts on the low fountains are 37 inches above the floor, while the standard is 36 inches. The water rise measured less than 4 inches on all three fountains in the gym. The fountains do not have alcoves. They protrude more than 4 inches from the wall.

Mitigations: County can provide cane-detectable cone warnings without obstructing clear spaces. County can also provide a multi-gallon jug of water with non-pinching or twisting spigot, along with cups and straws as needed. Jug can be filled in the kitchen.