

MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF HUMBOLDT
AND
HEALTHSPORT

This Memorandum of Agreement ("MOA") is made and entered into this 5 day of June, 2023, by and between County of Humboldt ("COUNTY") and HealthSPORT Arcata ("SITE") for the provision of physical facilities to serve as a temporary service location in the event of a preemptive power shutdown.

1. PURPOSE

1.1. The purpose of this MOA between COUNTY and SITE 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 SITE 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 service location.

2. TERM

2.1. This MOA is effective from June 15, 2023 to June 15, 2028.

3. TEMPORARY SERVICE LOCATION

3.1. The temporary service location is located at HealthSPORT, 300 Dr. MLK. Jr Pkwy, Arcata ("FACILITY"). The FACILITY has a capacity to temporarily accommodate up to 438 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. SITE will identify and secure all equipment that COUNTY should not use while using the FACILITY. COUNTY will exercise reasonable care while using the FACILITY as a temporary service location and will make no modifications to the FACILITY without the express written approval of the SITE.

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

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 SITE will provide written notice at least 72 hours in advance if permission to utilize an active SITE is revoked or rescinded while it is under the care and control of COUNTY.

6.1.3 COUNTY shelter staff will accompany and supervise shelter residents at site showers.

6.1.4 COUNTY shelter staff will count shelter residents using showers and provide those numbers to site for billing purposes.

7. INSURANCE

7.1. SITE'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

SITE: HealthSPORT
Attention: Doug Hartley
300 Dr. Martin Luther King Jr. Pkwy
Arcata, CA 95521

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

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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

SITE: HealthSPORT
Attention: Doug Hartley
300 Dr. Martin Luther King Jr. Plwy
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. SITE certifies by signing below that it is not a Nuclear Weapons Contractor, in that SITE 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. SITE 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 SITE 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. SITE 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 SITE 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. SITE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

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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.

HealthSPORT

By: Doug Hartley

Date: 6/1/2023

Name: Doug Hartley

Title: General Manager

By: Hannah M. Golden

Date: 6/1/2023

Name: Hannah M. Golden

Title: Controller

COUNTY OF HUMBOLDT:

By: William F. Honsal III

Date: 6/5/2023

William F. Honsal III

Humboldt County Sheriff and Director of Emergency Services

LIST OF ATTACHMENTS:

Attachment A: Red Cross' Facility/Site Opening & Closing Inspection Checklist

Attachment B: Emergency Contacts Form

Attachment C: Barrier Mitigation Plan

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ATTACHMENT B
Emergency Contacts Form

Doug Hartley

HealthSPORT Site Manager

707-822-3488 ext. 369 Office

707-599-9329 Emergency

Joe Genova

HealthSPORT Fitness Director

707-822-3488 ext. 305 Office

Susan Jansson

HealthSPORT Owner

707-822-3488 Office