

**FIRST AMENDMENT  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CITY OF EUREKA  
FOR FISCAL YEARS 2021-2022**

This First Amendment to the Memorandum of Understanding (“MOA”) dated July 19, 2021, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the City of Eureka, a California municipal corporation, hereinafter referred to as “EUREKA,” is entered into this 13 day of August, 2021.

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019, and symptoms of COVID-19 include fever, cough and shortness of breath and outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s health care community in responding to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has determined that the virus presents a serious public health threat; and

WHEREAS, Humboldt County had its first confirmed case of COVID-19 on February 20, 2020, and the potential of more COVID-19 cases in Humboldt County is an imminent threat; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California; and

WHEREAS, on March 11, 2020, the Humboldt County Health Officer declared a Local Health Emergency pursuant to Humboldt County Code section 2210-8 for a up to seven (7) days in the county or any area thereof, including but not limited to an imminent and proximate public health threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a federal state of emergency regarding the global pandemic caused by COVID-19; and

WHEREAS, on March 17, 2020, the Humboldt County Board of Supervisors ratified the Humboldt County Health Officer’s March 11, 2020 Local Health Emergency Declaration; and

WHEREAS, on August 31, 2020, the State of California implemented the “Blueprint for a Safer Economy” policy which set forth risk-based criteria for determining allowable COVID-19 activities throughout the state; and

WHEREAS, on June 15, 2021, the State of California retired the “Blueprint for a Safer Economy” policy and lifted various COVID-19 restrictions; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Public Health (“DHHS – Public Health”), desires to work collaboratively with EUREKA for continued COVID-19 testing and vaccination operations; and

WHEREAS, on July 1, 2021 COUNTY and EUREKA entered into a Memorandum of Understanding for emergency COVID-19 operations; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding to update the Rights and Responsibilities of the Parties and Shared Responsibilities contained therein.

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

1. Section 1 – Rights and Responsibilities of the Parties of the Memorandum of Understanding is hereby amended to read as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

Each party hereto agrees to cooperate, coordinate and work collaboratively with the other party to deploy and operate public COVID-19 testing and vaccination operations, use of EUREKA City facilities and properties, hereinafter referred to as “Facility,” in accordance with the requirements set forth herein and Exhibit A – Shared Responsibilities, which is attached hereto and incorporated herein by reference as if set forth in full.

2. Exhibit A – Shared Responsibilities (“Exhibit A”) of the Memorandum of Understanding is hereby replaced in its entirety with the modified Exhibit A which is attached hereto and incorporated herein by reference. The modified version of Exhibit A shall supersede any and all prior versions thereof as of the execution date of this First Amendment.

3. Except as modified herein, the Memorandum of Understanding dated July 22, 2021, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Memorandum of Understanding, or any prior amendments thereto, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date 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 EUREKA:**

DocuSigned by:  
By: Miles Slattery  
FF61475F9A1C4BU...

Name: Miles Slattery


Title: City Manager

Date: 8/2/2021

Attest:

DocuSigned by:  
By: Pamela J. Powell  
PAMELA J. POWELL, CITY CLERK

**COUNTY OF HUMBOLDT:**

By:   
Sofia Pereira, Public Health Director  
(Pursuant to the authority granted by the  
Humboldt County Board of Supervisors on  
March 26, 2020 [Item D-1])

Date: 8-13-21

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: Kelly Barns  
Risk Management

Date: 08-11-2021

**LIST OF EXHIBITS:**

Exhibit A – Shared Responsibilities

**EXHIBIT A**  
**SHARED RESPONSIBILITIES**  
**EUREKA**  
For Fiscal Year 2021-2022

1. RESPONSIBILITIES OF EUREKA:

- a. Provide access to, and use of EUREKA's Facilities as needed by COUNTY for COVID-19 operations, upon approval from the city. Operations include, without limitation, COVID-19 testing, and/or vaccination services of the public. Access to EUREKA's Facility is restricted to COUNTY, Optum, and volunteer staff only.
- b. Provide use of the surrounding parking lot for the purpose of public and COUNTY and Optum staff parking.
- c. Provide use of its Facility between the hours of 7:00 AM and 7:00 PM, as needed, upon city approval, every day until the termination of this MOU.
- d. Provide tables, chairs, trash cans, and other related necessary items as needed by COUNTY.

2. RESPONSIBILITIES OF COUNTY:

- a. Provide an estimated timeline for the duration of use of EUREKA's Facility.
- b. Provide a list of COUNTY contacts to EUREKA.
- c. Collect and dispose of any non-traditional/hazardous waste including, without limitation, medical waste.
- d. Provide regular janitorial services to the Facility for the duration of this MOA.
- e. Coordinate the demobilization and return of the Facility upon termination of this MOA.
- f. Return the Facility back to the original condition in which it was at the commencement of this MOA.