

**SECOND AMENDMENT
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
WESTSIDE COMMUNITY IMPROVEMENT ASSOCIATION
FOR FISCAL YEARS 2021-2022 THROUGH 2024-2025**

This Second Amendment to the Memorandum of Understanding dated December 15, 2021, as amended on June 22, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Westside Community Improvement Association, a California nonprofit corporation, hereinafter referred to as “WCIA,” is entered into this ____ day of _____, 2022.

WHEREAS, COUNTY, by and through its Department of Health and Human Services Department – Public Health, desired to work collaboratively with WCIA to conduct public COVID-19 testing and/or vaccination operations; and

WHEREAS, on December 15, 2021, COUNTY and WCIA entered into a Memorandum of Understanding regarding the performance of COVID-19 testing and/or vaccination operations at WCIA’s facility located at 1000 B Street, Eureka, California; and

WHEREAS, on June 22, 2022, COUNTY and WCIA agreed to amend the provisions of the Memorandum of Understanding to extend the term thereof through June 30, 2025; and

WHEREAS, the parties now desire to amend certain provisions of the Memorandum of Understanding to include influenza and other Advisory Committee on Immunization Practices (ACIP) recommended immunizations to the vaccination and/or testing operations currently provided.

NOW THEREFORE, the parties mutually agree as follows:

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

1. RIGHTS AND RESPONSIBILITIES:

Each party agrees to cooperate, coordinate, and work collaboratively with the other party to conduct public COVID-19, influenza, and other Advisory Committee on Immunization Practices herein after referred to as, “ACIP” recommended immunizations testing and/or vaccination operations, utilizing WCIA’s facility located at: 1000 B Street, Eureka, California, 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. The Memorandum of Understanding is hereby amended to delete Exhibit A – Shared Responsibilities and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference as if set forth in full. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this Second Amendment.

3. Except as modified herein, the Memorandum of Understanding dated December 15, 2021, as amended on June 22, 2022, shall remain in full force and effect. In the event of a conflict between the provisions

of this Second Amendment and the original Memorandum of Understanding, or any prior amendments thereto, the provisions of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Second 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, CHIEF FINANCIAL OFFICER OR TREASURER.

WESTSIDE COMMUNITY IMPROVEMENT ASSOCIATION:

By: Hana Bryan Date: 10/14/22

Name: Heidi Benzoni

Title: President + CFO

By: Richard Evans Date: 10/14/22

Name: RICHARD EVANS

Title: Vice President + Chair

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Sofia Pereira, Public Health Director
 (Pursuant to the authority granted by the
 Humboldt County Board of Supervisors on
 October 26, 2021 [Item D-15])

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: 10/24/2022

LIST OF EXHIBITS:

Exhibit A- Shared Responsibilities

EXHIBIT A
SHARED RESPONSIBILITIES
Westside Community Improvement Association
For Fiscal Years 2021-2022 through 2024-2025

1. RESPONSIBILITIES OF WCIA:

- a. Provide access to, and use of, the Facility as needed by COUNTY for COVID-19, influenza, or other vaccine preventable disease immunization and/or testing operations. Access to the Facility is restricted to COUNTY staff and volunteers only and is limited to the Facility's main room and restrooms.
- b. Provide access to, and use of, the Facility's surrounding parking lots for the purpose of public and authorized COUNTY personnel parking.

2. RESPONSIBILITIES OF COUNTY:

- a. Provide an estimated timeline for the duration of use of the Facility.
- b. Provide a list of COUNTY contacts to WCIA.
- c. Collect, and dispose of, any non-traditional/hazardous waste, including, without limitation, medical waste.
- d. Coordinate the demobilization of COVID-19, influenza or other vaccine preventable disease immunizations and/or testing operations and return the Facility upon termination of this MOU.
- e. Return the Facility back to the original condition in which it was at the commencement of this MOU.