MEMORANDUM OF AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[CITY NAME]
FOR ENVIRONMENTAL HEALTH SERVICES
FOR FISCAL YEARS [XXXX-XXXX] THROUGH [XXXX-XXXX]

This Memorandum of Agreement ("MOA"), entered into this _____ day of _____ 202X, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the [CITY NAME] hereinafter referred to as "CITY", supersedes the original MOU first entered into on (Month) (Day), (Year), is made upon the following considerations:

WHEREAS, in (year of existing agreement), the parties entered into an Agreement for Environmental Health Services wherein the COUNTY agreed to furnish health officer related functions to the CITY in consideration of compensation; and

WHEREAS, the County Board of Supervisors and the governing board of any incorporated city may enter into contract for the performance of health officer functions for any or all enforcement functions within the city related to ordinances of public health and sanitation, and all inspections and other related functions as stated in California Health and Safety Code Section 101400, et seq. as well as California Government Code Sections 23008 and 51300, et seq.; and

WHEREAS, subsequent to the existing Agreement, State laws have directly authorized the COUNTY to administer certain environmental health programs throughout the COUNTY, and the COUNTY instituted a Director of Environmental Health to administer and enforce environmental health programs and to oversee a separate County Division of Environmental Health (DEH); and

WHEREAS, the parties desire to update and clarify their contractual relationship related to environmental health services offered within the CITY, where such services depend in part on a contractual relationship; and

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

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

   A. The COUNTY, through its Public Health Officer, its Director of the Division of Environmental Health (DEH), or designee, shall:

      1. Implement and enforce within the CITY, as shown in Exhibit A, environmental health laws and regulations, as amended or adopted by the State, which the COUNTY's DEH and/or Health Officer is mandated by law or otherwise authorized by the State to administer county-wide. Exhibit A sets forth these programs as of the effective date of this agreement.

      2. Provide within the CITY, to the same extent as in the unincorporated COUNTY, the basic environmental health services set forth in Section 1276 of Title 17 of the California Code of Regulations and established by the Board of Supervisors based on powers that apply county-wide or as may be amended by the Board. Exhibit A describes these environmental

health programs, as of the effective date of this Agreement, with specific information on the scope of implementation by DEH within the COUNTY and CITY with adoption of this agreement.

3. Where supported by parallel CITY ordinance, administer and enforce within the CITY additional discretionary environmental health programs to the same extent implemented and enforced in the unincorporated areas of the COUNTY. Exhibit A, paragraph 6.2, sets forth these programs as of the effective date of this Agreement.

4. Refer non-compliant and/or recalcitrant operators found to be in violation of applicable regulations to CITY enforcement program staff after exhausting administrative procedures as followed for regulated enterprises and/or properties in unincorporated county areas. The referral shall follow the procedures outlined in Exhibit D, EH-03-001, Code Enforcement Unit Referral Format.

5. Keep accurate records related to the consumption of materials, use of equipment and professional third-party services (laboratory analysis, professional services and/or consultation) necessary during the investigation of any received complaint or routine regulatory inspection for reimbursement purposes. Costs shall be paid by either the operator of the regulated facility found to be in violation of applicable regulations or the CITY when services are rendered in response to a request from CITY staff.

B. The CITY shall:

1. Continue to vest full authority in the COUNTY's Public Health Officer and DEH to perform all functions identified in Exhibit A, respectively and pursuant to California Health and Safety Code Sections 101375-101380 implemented by CITY Council Resolution (**RESOLUTION XXXX**).

2. Promptly respond to orders and/or directives issued pursuant to Section 1(A)(3) for information or action in which the COUNTY Public Health Officer has indicated there is a potential public health risk which will require the CITY to take steps to mitigate such risk. County directed action could require additional municipal services than what CITY is currently providing.

3. Ensure cooperation by CITY staff with the COUNTY Department of Public Health and DEH in the performance of public health and environmental health functions within the CITY, including compliance with orders and directives issued by the County Health Officer related to DEH programs described Exhibit A.

4. Submit to the CITY Council, on an ongoing and as-needed basis, proposed Municipal Code revisions to (1) remove provisions that purport to authorize or require the Public Health Officer, Director of Public Health, or DEH to provide any public health or environmental health service, or to administer or enforce within the CITY any public or environmental health program, which is not within the scope of this Agreement; and (2) to amend any provisions related to programs that are within the scope of this Agreement as needed to conform to the terms of this Agreement.

5. For programs that are based on ordinances, rather than State law, provide by ordinance that persons intending to engage in or engaged in regulated activities must seek and obtain plan

approvals and permits as specified by the COUNTY, must comply with applicable COUNTY requirements and procedures, and must pay applicable fees and any assessed penalties.

6. Refer complaints to DEH received by the CITY concerning COUNTY-administered programs included within this Agreement and listed in Exhibit C (DEH Complaint Subject Titles and Definitions 2023), including but not limited to, complaints about unpermitted food or body art vendors, or businesses unlawfully operating without a Certified Unified Program Agency (CUPA) permit for hazardous materials and waste. DEH can help with complaints unrelated to regulated facilities upon receipt of request from the CITY.

7. Obtain DEH approval of building permit applications and business license applications for retail food facilities, body art facilities, and public pools and spas; direct persons or entities proposing to handle, process or transfer municipal volumes of solid waste (including organic waste) to contact DEH prior to operations. Obtain DEH approval on applications for development on, or near, parcels within the CITY that are known to contain buried solid waste.

8. Cooperate with the COUNTY to resolve violations of public health or environmental health programs that simultaneously implicate both CITY-administered and COUNTY-administered programs.

9. Provide for code enforcement processes, or criminal prosecution when appropriate, to ensure thorough enforcement of the law and ultimate protection of public health and the environment.

10. Compensate the COUNTY, as described below in Section 2, Compensation, for services, and materials provided in programs with no explicit fee for service mechanism. Examples of non-fee-based services include response to complaints related to assessment of vector infestation, evaluation of potential water quality problem from animal keeping, and/or non-business hazardous waste disposal violations.

C. The parties shall:

1. Communicate, coordinate, and collaborate on public health and environmental health matters related to:

   a. Routine day-to-day operations as discussed above in section 1.A.

   b. Emerging public health concerns that may lead to communicable disease outbreaks from programs discussed in section 1.A.

   c. Incidents, including:

      i. A disaster such as a manmade or natural catastrophe that causes or may lead to illness or loss of life when related to programs discussed in section 1.A.

      ii. An outbreak which is an increase in number of communicable disease cases beyond what is normally expected in a geographic region. The CITY will rely on the COUNTY to provide notification related to outbreaks associated with programs discussed in section 1.A.

2. The COUNTY's Director of Environmental Health and the CITY's (insert assigned staff) shall be the primary liaisons for communications, and collaboration for environmental health matters as described in section 1.A. The parties shall notify each other designated liaisons.

3. The COUNTY's Public Health Officer and Director of Environmental Health, or their respective designees, shall both participate in communication and collaboration on emerging incidents when the participation of both COUNTY officials are necessary under the specific circumstances.

4. Where authorized by State law, the COUNTY may recover costs associated with services provided within the CITY through fees and charges to persons served. For services that are based on CITY ordinances, CITY shall, by ordinance, authorize the COUNTY to assess fees and charges to fully recover associated costs from persons served, or notwithstanding and other provision of this Agreement, COUNTY will have no obligation to provide those services.

2. COMPENSATION:

Where DEH services are not funded by a County Board of Supervisor approved fee, or grant award applicable to areas within CITY limits, all costs associated with the service shall be borne by the CITY. DEH shall submit to CITY an invoice substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than ninety (90) days after acceptance and completion of the work described herein. Invoices shall reflect all efforts undertaken by DEH within CITY jurisdiction to include hours spent related to the service provided as well as costs related to consumption of materials, use of equipment, and use of professional third-party services (laboratory analysis, professional services and/or consultation) as deemed necessary by DEH. CITY shall promptly pay for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement but in no event not later than ninety (90) days after the receipt of said invoice.

CITY shall send all payments to the COUNTY. Payment is accepted via money order, credit card or check, if delivered to:

Humboldt County Division of Environmental Health
100 H Street, Suite 100
Eureka, CA 95501

3. GOVERNING LAW:

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

4. THIRD PARTY BENEFICIARIES EXCLUDED:

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

5. AMENDMENTS TO AGREEMENT:

Any party may propose amendments to this Agreement by providing written notices of such amendments to the other party. This Agreement may only be amended by a written amendment signed by both parties.

6. SEVERABILITY:

If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

7. TERM:

This MOA shall begin on the date each of the parties have signed this Agreement and be in force until either party terminates this Agreement, or after twenty (20) years. If this Agreement is terminated without a superseding agreement, each party shall fulfill its obligations in accordance with State law.

8. FIVE YEAR REVIEW:

COUNTY and CITY shall jointly review this Agreement no less than every five (5) years to determine whether any amendments to this Agreement are necessary and to evaluate programs within the scope of this Agreement and environmental health programs implemented that may require appropriate amendments to the Agreement.

9. TERMINATION:

A. Termination for Cause. If either party fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state, or federal law, regulation or standard applicable to its performance hereunder, the non-breaching party may terminate the MOA for cause. However, prior to termination, the breaching party shall be given a written notice of the breach specifying the violation and a reasonable cure period. The breaching party shall have fourteen (14) days to rectify the breach. If the breach remains uncured at the end of the cure period, the non-breaching party may terminate the MOA by providing written notice to the breaching party, effective immediately.

B. Termination without Cause. Either party may terminate this MOA without cause upon thirty (30) days advance written notice which states the effective date of the termination.

10. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOA 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 Division of Environmental Health
100 H Street, Suite 100
Eureka, California 95501

CITY: [Insert CITY Contact Information Here]

11. REPORTING REQUIREMENTS:

Each party hereby agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOA. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state, and federal accessibility laws, regulations, and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

12. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, as otherwise required by any and all applicable local, state, and federal laws, regulations, and standards, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom.

B. Inspection of Records. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit, and reproduction by any duly authorized local, state and/or federal agencies as otherwise required by any and all applicable local, state, and federal laws, regulations, or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this MOA shall be strictly confined to those matters connected with the performance of the duties and obligations set forth herein, including, without limitation, the costs of administering this MOA.

C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOA, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

13. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. In the performance of this MOA, each party may receive information that is confidential under local, state, or federal law. Each party 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, without limitation: 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, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; 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, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges 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 MOA may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOA embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state, and federal laws, regulations, or standards.

14. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall 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, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. Each party further assures that it 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, 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 Sections 8101, *et seq*. of Title 2 of the California Code of Regulations are incorporated into this MOA by reference as if set forth in full.

15. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOA, CITY certifies that it is not a Nuclear Weapons Contractor, and that CITY 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. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOA if it determines that the foregoing certification is false or if CITY subsequently becomes a Nuclear Weapons Contractor.

16. INDEMNIFICATION:

A. 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.

B. 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. In such cases, each party will bear their own costs and attorney's fees.

C. Effect of Insurance. Acceptance of the insurance required hereunder 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.

17. INSURANCE REQUIREMENTS:

A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation, and professional liability insurance policies.

B. Insurance Notices. Any and all insurance notices required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CITY: [Insert CITY Contact Information Here]

18. RELATIONSHIP OF PARTIES:

It is understood that this MOA 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, legal partnership, joint venture, or any other similar association. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees, and subcontractors.

19. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state, and federal laws, regulations, policies, procedures, and standards.

B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state, and federal licensure and certification requirements applicable to its performance hereunder.

C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures, and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

20. EVIRONMENTAL IMPACT EVALUATION:

As a contracted service provider DEH will be considered a Responsible Agency in regard to compliance with the California Environmental Quality Act (State CEQA Guidelines Section 15381). The City is the Lead Agency for CEQA (State CEQA Guidelines Section 15367) compliance and evaluation of impacts to Public Trust resources.

21. PROVISIONS REQUIRED BY LAW:

This MOA is subject to any additional local, state, and federal restrictions, limitations or conditions that may affect the terms, conditions, or funding of this MOA. This MOA 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, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

22. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOA, the parties agree to comply with the amended provision as of the effective date thereof.

23. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this MOA specific. All such protocols shall be negotiated, determined and agreed upon by each party hereto.

24. SEVERABILITY:

If any provision of this MOA, 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 MOA.

25. 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 in violation of this provision shall be void and shall be cause for immediate termination of this MOA. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support, or professional services.

26. AGREEMENT SHALL BIND SUCCESSORS:

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

27. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOA 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 MOA.

28. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOA.

29. AMENDMENT:

This MOA may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOA shall be valid unless made in writing and signed by an authorized representative of each party hereto.

30. STANDARD OF PRACTICE:

Each party 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. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

31. JURISDICTION AND VENUE:

This MOA shall be construed in accordance with the laws of the State of California. Any dispute 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.

32. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related

to this MOA may be used as advertising or released to the media, including, without limitation, television, radio, newspapers, and internet. Each party shall inform the other party of any and all requests for interviews by media related to this MOA before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be provided in accordance with the notice requirements set forth herein.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 10 – Record Retention and Inspection, Section 11 – Confidential Information and Section 14 – 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 MOA, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by each of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, 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 MOA 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 MOA shall be deemed to exist or to bind either of the parties hereto. In addition, this MOA shall supersede in their entirety any and all prior agreements, promises, representations, understandings, and negotiations of the parties, 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 MOA are hereby ratified.

39. COUNTERPART EXECUTION:

This MOA, and any amendments hereto, may be executed in one (1) or more counterparts, each of 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. This MOA, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state, and federal laws,

regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOA, 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 MOA and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this MOA represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOA. Each party represents and warrants to the other that the execution and delivery of this MOA and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOA as of the first date written above.

[INSERT CITY NAME]:

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____
Sofia Pereira, Public Health Director
DHHS, Public Health
Pursuant to Resolution No. [__-___]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____
Risk Management

LIST OF EXHIBITS:

Exhibit A – Environmental Health Programs to be Administered and Enforced by the County Department of Health and Human Services, Public Health, Division of Environmental Health (DEH) in the City of [Insert City Name]

Exhibit B- City of [Insert City Name] map sourced from ….

Exhibit C -DEH Complaint Subject Titles and Definitions 2023

Exhibit D, EH-03-001, Code Enforcement Unit Referral Format.