

MEMORANDUM OF UNDERSTANDING FRESNO COUNTY PUBLIC LIBRARY

This Memorandum of Understanding (MOU) is made and entered into effective the 7th day of April, by and between the City of Fresno, a California municipal corporation (City) and Fresno County Public Library (County) individually referred to as "party" and collectively the "parties").

RECITALS

WHEREAS, the City entered into a Cooperation Agreement with the County effective June 30, 2007, to provide library services at City Neighborhood Community Centers (Cooperation Agreement); and

WHEREAS, the Cooperation Agreement does not address the responsibility of repairs or improvements to the flooring areas of City Neighborhood Community Centers, which are currently necessary; and

WHEREAS, this MOU shall establish the specific term, cost and timeline for a flooring replacement project at the Ted C. Wills Center; and

WHEREAS, specifically, the County desires to replace the carpet at the Ted C. Wills Center, as outlined in Exhibit A ("Scope of Services"), for a total cost of \$40,207, to be completed by no later than October 31, 2026; and

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, as well as the mutual covenants herein contained, and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. EFFECTIVENESS, DURATION, AND TERMINATION

This MOU shall be effective upon its complete execution by the parties' authorized agents and shall remain in effect until October 31, 2026.

Either party may terminate this MOU, in its sole discretion, at any time prior to October 31, 2026, by providing written notice to the other party specifying an effective termination date at least thirty days from the date of notice. This MOU may be extended upon mutual written agreement by both parties.

Notwithstanding the foregoing and subject to paragraph 11 hereof, this MOU shall automatically be suspended or terminated upon the City's written notice thereof to the County upon any of the following events: (i) Project termination or suspension by County, (ii) any non-appropriation or non-allocation of funding required in pursuit hereof, (iii) the County's illegal or improper use of funds, (iv) the County's failure to comply with any term of this MOU, (v) the County's submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement, or (vi) upon the City providing 30 days written notice with or without cause stating an intention to terminate this MOU.

2. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this MOU shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability,

mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

3. CAPACITY OF THE PARTIES

Each party is acting in an independent capacity. Nothing in this MOU and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency, or employment relationship, jointly and severally.

In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of the County. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits, and the like, as applicable. Conversely, personnel supplied by the County will not for any purpose be considered employees or agents of the City. The County assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and the County agree and acknowledge that their relationship is strictly and solely that of community engagement partners. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the Library. The Library agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this MOU, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

4. INDEMNIFICATION AND INSURANCE

To the furthest extent allowed by law, COUNTY shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and

property damage) incurred by CITY, COUNTY or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. COUNTY'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If COUNTY should subcontract all or any portion of the work to be performed under this Contract, COUNTY shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

Throughout the life of this MOU, the County shall pay for and maintain in full force and effect all policies of insurance required in Exhibit B with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VI" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

The fact that insurance is obtained by the County shall not be deemed to release or diminish the liability of the County or its subcontractors, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify City and its officials, officers, employees, agents, and authorized volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by The Library. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the County.

If at any time during the life of the MOU or any extension, the County fails to maintain the required insurance in full force and effect, all work under this MOU shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this MOU.

5. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

6. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this MOU and any exhibit/attachment hereto, the terms and conditions of the body of this MOU shall control and take precedence over terms and conditions expressed within the exhibit/attachment. Furthermore, any terms or conditions contained within any exhibit/attachment hereto which purport to modify the allocation of responsibility or liability between the parties, provided for within the body of this MOU, shall be null and void.

7. NOTICES

Any notice required or intended to be given to a party under the terms of this MOU shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by email to the City Representative or the Library Representative, or (c) three business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

Library Representative

County of Fresno

Library Department

Fiscal Services

2420 Mariposa Street

Fresno, CA 93721

fiscalservices@fresnolibrary.org

City Representative

City of Fresno

Parks, After School, Recreation, Community Services (PARCS)

1515 E. Divisadero Street

Fresno, CA 93721

parcscontracts@fresno.gov

8. BINDING

Once this MOU is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

9. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this MOU without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

11. WAIVER

The waiver by any party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU.

No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this MOU unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the MOU shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno, California.

13. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

14. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

15. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

16 . ENTIRE MOU

It is mutually understood and agreed that the foregoing along with the attached exhibits constitutes the entire MOU between the parties. Any modifications or amendments to this MOU must be in writing signed by an authorized agent of each party.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this MOU:

City of Fresno,
a California municipal corporation

County of Fresno

Signed by: Georgeanne A. White 3/4/2026
By: Georgeanne A. White
City Manager

By: Garry Bredefeld

Garry Bredefeld
Chairman of the Board of Supervisors of the
County of Fresno

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: Christine C. Charitar 3/4/2026
By: Christine C. Charitar Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Signed by: Tina M. Your 3/4/2026
By: Tina M. Your Date
Deputy

By: Hannah 4-7-26
Deputy Date

Attachments:
Exhibit A – Scope of Services
Exhibit B - Insurance Requirements

EXHIBIT A Scope of Services

Contractor Price Proposal Details - CSI

Date: 11/20/2025
Work Order #: JOC25-BEI-002
Title: Talking Library New LVT flooring
Contractor: County of Fresno - Better Enterprises, Inc.
Contractor Number: A-25-533
Job Order Value: \$40,206.01

Proposal Name: Talking Library New LVT flooring
Proposal Value: \$40,206.01

CSI Number	Mod	UOM	Description	LineTotal
01 - General Requirements				
1	01 22 20 00-0057	HR	On-Site Certified Materials Testing Technician	\$812.70
			Qty Unit Price Factor Total	
			Installation 8 X \$87.20 X 1.165 \$812.70	
Subtotal for 01 - General Requirements:				\$812.70
03 - Concrete				
2	03 54 16 00-0002	SF	1/8" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation	\$6,731.37
			Qty Unit Price Factor Total Installation 2700 X \$2.14 X 1.165	
			\$6,731.37	
			Contractor Notes: <i>Skim Float Flooring Per Manufacturers Installation Guidelines for Resilient LVP Flooring after Demo</i>	
Subtotal for 03 - Concrete:				\$6,731.37
09 - Finishes				
3	09 65 13 13-0010	LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$2,604.94
			Qty Unit Price Factor Total	
			Installation 400 X \$5.59 X 1.165 \$2,604.94	
4	09 65 13 13-0010	0398	For >240 To 960, Deduct	(\$205.04)
			Qty Unit Price Factor Total	
			Installation 400 X (\$0.44) X 1.165 (\$205.04)	

5	09 65 23 00-0004	SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)			\$32,860.46
			Qty	Unit Price	Factor	Total
			Installation	2720 X \$9.66 X	1.165	\$30,610.61
			Demolition	2720 X 0.71 X	1.165	\$2,249.85
6	09 65 23 00-0004	0138	For >1,000, Deduct			(\$2,598.42)
			Qty	Unit Price	Factor	Total
			Installation	2720 X (\$0.82) X	1.165	(\$2,598.42)

Contractor Price Proposal Details - CSI

This report was not generated or reviewed by your Account Manager of The Gordian Group

CSI Number	Mod	UOM	Description	LineTotal
09 - Finishes				
Subtotal for 09 - Finishes:				\$32,661.94

Grand Total: **\$40,206.01**

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00

EXHIBIT B

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Educators Legal Liability or a Professional Liability (Abuse & Molestation) that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

THE COUNTY and any party THE COUNTY subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event THE COUNTY purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

THE COUNTY shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and THE COUNTY shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. THE COUNTY shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
- 2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, THE COUNTY'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of THE COUNTY'S insurance and shall not contribute with it. THE COUNTY shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.
4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: THE COUNTY and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. The COUNTY is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the COUNTY shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, the COUNTY shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by the COUNTY shall not be deemed to release or diminish the liability of the COUNTY, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the COUNTY. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the COUNTY, its principals, officers, agents, employees, persons under the supervision of the COUNTY, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

The COUNTY shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, the COUNTY shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If the COUNTY subcontracts any or all of the services to be performed under this Agreement, the COUNTY shall be solely responsible for ensuring that it's subcontractors maintain insurance coverage as required herein.

MAINTENANCE OF COVERAGE - If at any time during the life of the MOU or any extension, The County or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this MOU shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this MOU. No action taken by City hereunder shall in any way relieve The County of its responsibilities under this MOU. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by the County or their subcontractor shall not be deemed to release or diminish the liability of the County, including, without limitation, liability under the indemnity provisions of this MOU. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the County. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the County, its principals, officers, agents, employees, persons under the supervision of the County, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.