

1 NOW, THEREFORE, in consideration of their mutual covenants and conditions,
2 the parties agree as follows:

3 1. CITY RESPONSIBILITY – Provide one (1) CITY staff member to help
4 COUNTY staff with the Project, which shall include, but not be limited to, the following
5 tasks related to COVID-19 testing:

- 6 • Equipment set up,
- 7 • Equipment operation,
- 8 • Data interpretation,
- 9 • Receiving and inactivating samples in preparation of the extraction
10 process,
- 11 • Disposal of biohazard waste, and
- 12 • Reporting results to County Public Health personnel.

13 2. COUNTY RESPONSIBILITY – Provide all laboratory equipment,
14 consumable supplies, and personal protective gear needed to successfully complete the
15 Project. Worksite will be Fresno State. COUNTY shall be responsible for all costs
16 associated with the Project and for all CITY costs associated with the CITY staff member.

17 3. COMPENSATION – COUNTY agrees to reimburse CITY for all employee
18 salary and benefit compensation associated with the CITY staff assigned to consult
19 COUNTY with its Project. COUNTY also agrees to pay travel expenses when such
20 expenses are directly related to the performance of this Agreement and are evidenced
21 with documentation. All travel shall be approved in advance by COUNTY.

22 4. INVOICING – CITY shall submit a monthly invoice to the COUNTY,
23 addressed as follows: Fresno County Department of Public Health, Business Office, at
24 the following address: 1221 Fulton Street, 6th Floor, Fresno, CA 93721. COUNTY shall
25 process and issue payment to the CITY within forty-five days (45) of receipt of invoice.

1 5. TERM OF AGREEMENT – This Agreement shall become effective on April
2 13, 2020, (Effective Date) and shall continue and remain in full effect for a period of one
3 (1) year from the Effective Date, or until the COUNTY terminates the Project, whichever
4 occurs first. The Agreement may be extended by mutual written agreement of the parties
5 hereto for a period of up to one (1) year.

6 6. TERMINATION FOR CONVENIENCE OF CITY OR COUNTY – Either party
7 hereto may terminate this Agreement without cause upon thirty (30) days written notice
8 to the other party. COUNTY shall reimburse CITY its costs in accordance with Section 3
9 above through the date of termination.

10 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

11 A. To the extent permitted by law, COUNTY will defend, indemnify, and
12 hold CITY and its elected officials, parent, subsidiaries, directors, officers, agents,
13 representatives, and employees harmless from all workers' compensation claims,
14 losses, and liabilities (including reasonable attorneys' fees and workers'
15 compensation cases filed before the California Workers' Compensation Appeals
16 Board) to the extent caused by the assignment of the CITY's employee to the
17 COUNTY for consultation and temporary services during the term of this
18 Agreement; its failure to discharge its duties and responsibilities set forth in
19 previous paragraphs and this document; or the negligence, gross negligence, or
20 willful misconduct of the COUNTY's elected officials, officers, employees, or
21 authorized agents in the discharge of any duties and responsibilities and/or related
22 to this temporary employment service assignment.

23 B. Neither the CITY or COUNTY shall be liable for or be required to
24 indemnify the other party for any incidental, consequential, exemplary, special,
25 punitive, or lost profit damages that arise in connection with this Agreement,
regardless of the form of action (whether in contract, tort, negligence, strict liability,

1 or otherwise) and regardless of how characterized, even if such party has been
2 advised of the possibility of such damages.

3 C. As a condition precedent to indemnification, CITY (as party seeking
4 indemnification) will inform the COUNTY within 25 business days after it receives
5 notice of any worker's compensation claim, loss, liability, or demand for which it
6 seeks indemnification from the other party; and the party seeking indemnification
7 will cooperate in the investigation and defense of any such matter.

8 D. The provisions in paragraphs A through C of section 7 of this
9 Agreement constitutes the complete indemnification agreement between the
10 parties with respect to indemnification, and each party waives its right to assert
11 any common-law indemnification or contribution claim against the other party.

12 8. MISCELLANEOUS

13 A. Provisions of this Agreement, which by their terms extend beyond
14 the termination or nonrenewal of this Agreement will remain effective after
15 termination or nonrenewal.

16 B. No provision of this Agreement may be amended or waived unless
17 agreed to in a writing signed by the parties.

18 C. Each provision of this Agreement will be considered severable, such
19 that if any one provision or clause conflicts with existing or future applicable law or
20 may not be given full effect because of such law, no other provision that can
21 operate without the conflicting provision or clause will be affected.

22 9. NOTICES – The persons and their addresses having authority to give and
23 receive notices of termination under this MOU include the following:

24
25 COUNTY
David Pomaville, Director,

CITY
Jeffrey T. Cardell, Director

1 Department of Public Health,
2 County of Fresno
3 1221 Fulton Street, 6th Floor
4 Fresno, CA 93721

Director of Personnel Services,
City of Fresno
2600 Fresno Street, Room 1030
Fresno, CA 93721

4 10. MODIFICATION

5 Any matters of this Agreement may be modified from time to time by the written
6 consent of the parties without, in any way, affecting the remainder.

7 11. CONFIDENTIALITY – All services provided under this Agreement shall be
8 in strict conformance with all applicable Federal, State of California and/or local laws and
9 regulations relating to confidentiality.

10 12. NON-ASSIGNMENT – Neither party shall assign, transfer or sub-contract
11 this Agreement or their rights or duties without the prior written consent of the other party.

12 13. RELATIONSHIP OF PARTIES – It is understood that this is an agreement
13 between two separate municipalities and is not intended to and shall not be construed to
14 create a relationship of agent, servant, employee, partnership, joint venture or
15 association.

16 14. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement
17 and supersedes all previous agreement negotiations, proposals, commitments, writings,
18 advertisements, publications, and understandings of any nature whatsoever unless
19 expressly included in this Agreement.

20 [SIGNATURES ON FOLLOWING PAGE]

21
22
23
24
25

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
2 the day and year first hereinabove written.

3
4 LICENSOR:
City of Fresno

LICENSEE:
COUNTY OF FRESNO

5
6 By: 
7 Wilma Quan, City Manager

6 By: 
7 Jean M. Rousseau
County Administrative Officer

8 APPROVED AS TO FORM:
9 DOUGLAS T. SLOAN
City Attorney

8 APPROVED AS TO LEGAL FORM
9 DANIEL C. CEDERBORG,
COUNTY COUNSEL

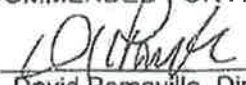
10 By:  S.M. 20
11 Raj Singh Badhresha, Date
Senior Deputy City Attorney

10 By: 
11 Daniel C. Cederborg

12
13 ATTEST:
YVONNE SPENCE, MMC
City Clerk

RECOMMENDED FOR APPROVAL:

14
15 By:  5/19/2020
16 Deputy  CANEZ

14 By: 
15 David Pomaville, Director
Department of Public Health

17
18
19
20
21 FOR ACCOUNTING USE ONLY:

22 FUND: 0001
Subclass: 10000
23 ORG: 56201019
24 Account: 7295
25