

1 **MEMORANDUM OF UNDERSTANDING**

2 This Memorandum of Understanding (“MOU”) is dated _____ and is between
3 Fresno’s Chaffee Zoo Corporation (“FCZ”) and the Fresno County Public Library, a political subdivision
4 of the State of California (“Library”).

5 **Recital**

6 A. The Library, located in the Central Valley of California, provides curated collections and
7 resources through its Central Resource Library and 34 branches.

8 B. FCZ, located in Fresno, California, is a 39-acre AZA-accredited zoo dedicated to inspiring
9 people to care for animals, create connections, build community, and save wildlife.

10 C. The Library is dedicated to transforming lives and strengthening communities by providing
11 opportunities to connect, grow, and be inspired. The Library’s Annual Summer at Your Library (“SAYL”)
12 is a countywide program that embodies that mission by providing its communities with a reading
13 challenge, educational presentations and activities.

14 D. FCZ is home to over 200 species and engaging exhibits like African Adventure and Kingdoms of
15 Asia. FCZ welcomes over 800,000 visitors each year and has been a treasured part of the Central
16 Valley’s history for nearly 100 years.

17 E. Both Parties have a shared goal of promoting education and community engagement.

18 F. The Parties desire to collaborate on programs, resource sharing, and community participation
19 through the SAYL 2026 program.

20 G. The Library and FCZ are in mutual agreement to the conditions and covenants outlined in this
21 MOU.

22 The parties therefore agree as follows:

23 **Article 1**

24 **County Responsibilities**

25 1.1 The Library will use a wildlife conservation theme for SAYL 2026, in keeping with FCZ’s
26 mission.

27 1.2 The Library will provide FCZ with space for three special events. These events will be
28 included in the Library’s official calendar and other marketing materials.

1 1.3 The Library will purchase the supplies for FCZ's zoo-related blueprint craft and will also
2 distribute the craft during SAYL 2026.

3 1.4 The Library will include FCZ's logo in the following (but not limited to) Library SAYL 2026
4 marketing materials:

5 (A) Bookmarks

6 (B) Flyers

7 (C) Calendars

8 (D) Reading Challenge logs

9 (E) Social Media posts

10 (F) T-shirts

11 **Article 2**

12 **Zoo Responsibilities**

13 2.1 FCZ will donate tickets to the Library to be used as incentives during the SAYL Reading
14 Challenge. The tickets will be distributed as follows:

15 (A) 105 Kid bags (bags provided by the Library), each bag will contain 2 Adult Any Day
16 Admission Fresno County tickets (valued at \$23.95 each) and 1 Child Any Day Admission
17 Fresno County ticket (valued at \$15.95) at a total of \$63.85 per bag, for a total of \$6,704.25.

18 (B) 35 Teen bags (bags provided by the Library), each bag will contain 1 Adult Any Day
19 Admission Fresno County ticket valued at \$23.95 each, for a total of \$838.25.

20 (C) 35 Adult bags (bags provided by the Library), each bag will contain 1 Adult Any Day
21 Admission Fresno County ticket valued at \$23.95 each, for a total of \$838.25.

22 2.2 FCZ will provide blueprints for a zoo-related craft.

23 2.3 FCZ will staff up to three events at Library branches.

24 2.4 FCZ will provide the Library with a logo that will appear on Library SAYL 2026 marketing
25 materials.

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1 **Article 3**

2 **Mutual Responsibilities**

3 3.1 Both the Library and FCZ will create their own SAYL 2026 posts and will also repost each
4 other's social media as appropriate.

5 **Article 4**

6 **Term of MOU**

7 4.1 **Term.** This MOU is effective upon execution and terminates on December 31, 2026.

8 **Article 5**

9 **Notices**

10 5.1 **Contact Information.** The persons and their addresses having authority to give and receive
11 notices provided for or permitted under this MOU include the following:

12 **For the Library:**

13 County Librarian, Fresno County Public Library
14 County of Fresno
15 P.O. Box 11867
16 Fresno, CA 93775

17 **For FCZ:**

18 Jon Forrest Dohlin
19 CEO and Zoo Director
20 1250 Olive Ave.
21 Fresno, Ca 93728

22 5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by
23 giving notice as provided in section 5.3.

24 5.3 **Method of Delivery.** Each notice between the Library and FCZ provided for or permitted
25 under this MOU must be in writing, state that it is a notice provided under this MOU, and be delivered
26 either by personal service, by first-class United States mail, or by an overnight commercial courier
27 service.

28 (A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

1 (C) A notice delivered by an overnight commercial courier service is effective one County
2 business day after deposit with the overnight commercial courier service, delivery fees prepaid,
3 with delivery instructions given for next day delivery, addressed to the recipient.

4 5.4 **Claims Presentation.** For all claims arising from or related to this MOU, nothing in this
5 MOU establishes, waives, or modifies any claims presentation requirements or procedures provided by
6 law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
7 with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 6.1 **Termination for Breach.**

11 (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the
12 Library may give written notice of the breach to FCZ. The written notice may suspend
13 performance under this MOU, and must provide at least 30 days for FCZ to cure the breach.

14 (B) If FCZ fails to cure the breach to the Library's satisfaction within the time stated in the
15 written notice, the Library may terminate this MOU immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the Library,
17 the Zoo has:

18 (1) Failed to comply with any part of this MOU; or

19 (2) Improperly performed any of its obligations under this MOU.

20 6.2 **Termination without Cause.** In circumstances other than those set forth above, the Library
21 or FCZ may terminate this MOU by giving at least 30 days advance written notice.

22 6.3 **Rights or Obligations.** Termination shall have no effect upon the rights or obligations of the
23 Parties arising out of any activities occurring prior to the effective date of such termination.

24 **Article 7**

25 **Independent Contractor**

26 7.1 **Status.** In performing under this MOU, FCZ and Library, including its officers, agents,
27 employees, and volunteers, are at all times acting and performing as an independent contractors, in an
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1 independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or
2 associate of the Library or FCZ.

3 7.2 **Verifying Performance.** The Library and FCZ have no right to control, supervise, or direct
4 the manner or method of FCZ's or Library's performance under this MOU, but the Library or FCZ may
5 verify that the Library or FCZ are performing according to the terms of this MOU.

6 7.3 **Benefits.** Because of their status as an independent contractor, FCZ and Library have no
7 right to employment rights or benefits available to Library or FCZ employees. FCZ and Library are
8 solely responsible for providing to its own employees all employee benefits required by law. FCZ and
9 Library shall save the other party harmless from all matters relating to the payment of FCZ's or Library's
10 employees, including compliance with Social Security withholding and all related regulations.

11 7.4 **Services to Others.** The parties acknowledge that, during the term of this MOU, FCZ may
12 provide services to others unrelated to the Library.

13 **Article 8**

14 **Indemnity and Defense**

15 8.1 **Mutual Indemnity.** FCZ shall indemnify and hold harmless and defend the Library (including
16 its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs,
17 expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Library,
18 FCZ, or any third party that arise from or relate to the performance or failure to perform by FCZ (or any
19 of its officers, agents, subcontractors, or employees) under this MOU. The Library may conduct or
20 participate in its own defense without affecting FCZ's obligation to indemnify and hold harmless or
21 defend the Library.

22 The Library shall indemnify and hold harmless and defend FCZ (including its officers,
23 agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses
24 (including attorney fees and costs), fines, penalties, and liabilities of any kind to -FCZ the Library, or any
25 third party that arise from or relate to the performance or failure to perform by the Library (or any of its
26 officers, agents, subcontractors, or employees) under this MOU. FCZ may conduct or participate in its
27 own defense without affecting the Library's obligation to indemnify and hold harmless or defend FCZ.
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1 8.2 **Survival.** This Article 8 survives the termination of this MOU.

2 **Article 9**

3 **Insurance**

4 9.1 FCZ shall comply with all the insurance requirements in Exhibit A to this Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 10.1 **Inspection of Documents.** FCZ shall make available to the Library, and the Library may
8 examine at any time during business hours and as often as the Library deems necessary, all of FCZ's
9 records and data with respect to the matters covered by this MOU, excluding attorney-client privileged
10 communications. FCZ shall, upon request by the Library, permit the Library to audit and inspect all of
11 such records and data to ensure the Zoo's compliance with the terms of this MOU.

12 10.2 **Public Records.** The Library is not limited in any manner with respect to its public
13 disclosure of this MOU or any record or data that FCZ may provide to the Library. The Library's public
14 disclosure of this MOU or any record or data that FCZ may provide to the Library may include but is not
15 limited to the following:

16 (A) The Library may voluntarily, or upon request by any member of the public or
17 governmental agency, disclose this MOU to the public or such governmental agency.

18 (B) The Library may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose to the public or such governmental agency any record or data
20 that FCZ may provide to the Library, unless such disclosure is prohibited by court order.

21 (C) This MOU, and any record or data that FCZ may provide to the Library, is subject to
22 public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division
23 2, Part 1, Chapter 9, beginning with section 54950).

24 (D) This MOU, and any record or data that FCZ may provide to the Library, is subject to
25 public disclosure as a public record under the California Public Records Act (California
26 Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").
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1 (E) This MOU, and any record or data that FCZ may provide to the Library, is subject to
2 public disclosure as information concerning the conduct of the people's business of the State of
3 California under California Constitution, Article 1, section 3, subdivision (b).

4 (F) Any marking of confidentiality or restricted access upon or otherwise made with respect
5 to any record or data that FCZ may provide to the Library shall be disregarded and have no
6 effect on the Library's right or duty to disclose to the public or governmental agency any such
7 record or data.

8 **10.3 Public Records Act Requests.** If the Library receives a written or oral request under the
9 CPRA to publicly disclose any record that is in FCZ's possession or control, and which the Library has
10 a right, under any provision of this MOU or applicable law, to possess or control, then the Library may
11 demand, in writing, that FCZ deliver to the Library, for purposes of public disclosure, the requested
12 records that may be in the possession or control of FCZ. Within five business days after the Library's
13 demand, FCZ shall (a) deliver to the Library all of the requested records that are in FCZ's possession or
14 control, together with a written statement that FCZ, after conducting a diligent search, has produced all
15 requested records that are in FCZ's possession or control, or (b) provide to the Library a written
16 statement that FCZ, after conducting a diligent search, does not possess or control any of the
17 requested records. FCZ shall cooperate with the Library with respect to any Library demand for such
18 records. If FCZ wishes to assert that any specific record or data is exempt from disclosure under the
19 CPRA or other applicable law, it must deliver the record or data to the Library and assert the exemption
20 by citation to specific legal authority within the written statement that it provides to the Library under this
21 section. FCZ's assertion of any exemption from disclosure is not binding on the Library, but the Library
22 will give at least 10 days' advance written notice to FCZ before disclosing any record subject to FCZ's
23 assertion of exemption from disclosure. FCZ shall indemnify the Library for any court-ordered award of
24 costs or attorney's fees under the CPRA that results from FCZ's delay, claim of exemption, failure to
25 produce any such records, or failure to cooperate with the Library with respect to any Library demand
26 for any such records.

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1 **Article 11**

2 **General Terms**

3 11.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this MOU may
4 not be modified, and no waiver is effective, except by written MOU signed by both parties. FCZ
5 acknowledges that Library employees have no authority to modify this MOU except as expressly
6 provided in this MOU.

7 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this
8 MOU without the prior written consent of the other party.

9 11.3 **Governing Law.** The laws of the State of California govern all matters arising from or
10 related to this MOU.

11 11.4 **Jurisdiction and Venue.** This MOU is signed and performed in Fresno County, California.
12 FCZ consents to California jurisdiction for actions arising from or related to this MOU, and, subject to
13 the Government Claims Act, all such actions must be brought and maintained in Fresno County.

14 11.5 **Construction.** The final form of this MOU is the result of the parties' combined efforts. If
15 anything in this MOU is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall
16 not be resolved by construing the terms of this MOU against either party.

17 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

18 11.7 **Headings.** The headings and section titles in this MOU are for convenience only and are not
19 part of this MOU.

20 11.8 **Severability.** If anything in this MOU is found by a court of competent jurisdiction to be
21 unlawful or otherwise unenforceable, the balance of this MOU remains in effect, and the parties shall
22 make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable
23 terms intended to accomplish the parties' original intent.

24 11.9 **Nondiscrimination.** During the performance of this MOU, FCZ shall not unlawfully
25 discriminate against any employee or applicant for employment, or recipient of services, because of
26 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
27 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
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1 sexual orientation, military status or veteran status pursuant to all applicable State of California and
2 federal statutes and regulation.

3 11.10 **No Waiver.** Payment, waiver, or discharge by the Library of any liability or obligation of FCZ
4 under this MOU on any one or more occasions is not a waiver of performance of any continuing or
5 other obligation of FCZ and does not prohibit enforcement by the Library of any obligation on any other
6 occasion.

7 11.11 **Entire MOU.** This MOU, including its exhibits, is the entire MOU between FCZ and the
8 Library with respect to the subject matter of this MOU, and it supersedes all previous negotiations,
9 proposals, commitments, writings, advertisements, publications, and understandings of any nature
10 unless those things are expressly included in this MOU. If there is any inconsistency between the terms
11 of this MOU without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by
12 giving precedence first to the terms of this MOU without its exhibits, and then to the terms of the
13 exhibits.

14 11.12 **No Third-Party Beneficiaries.** This MOU does not and is not intended to create any rights
15 or obligations for any person or entity except for the parties.

16 11.13 **Authorized Signature.** FCZ represents and warrants to the Library that:

17 (A) FCZ is duly authorized and empowered to sign and perform its obligations under this
18 MOU.

19 (B) The individual signing this MOU on behalf of FCZ is duly authorized to do so and his or
20 her signature on this MOU legally binds FCZ to the terms of this MOU.

21 11.14 **Electronic Signatures.** The parties agree that this MOU may be executed by electronic
22 signature as provided in this section.

23 (A) An "electronic signature" means any symbol or process intended by an individual signing
24 this MOU to represent their signature, including but not limited to (1) a digital signature; (2) a
25 faxed version of an original handwritten signature; or (3) an electronically scanned and
26 transmitted (for example by PDF document) version of an original handwritten signature.

27 (B) Each electronic signature affixed or attached to this MOU (1) is deemed equivalent to a
28 valid original handwritten signature of the person signing this MOU for all purposes, including

1 but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the
2 same force and effect as the valid original handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5,
4 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title
5 2.5, beginning with section 1633.1).

6 (D) Each party using a digital signature represents that it has undertaken and satisfied the
7 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
8 and agrees that each other party may rely upon that representation.

9 (E) This MOU is not conditioned upon the parties conducting the transactions under it by
10 electronic means and either party may sign this MOU with an original handwritten signature.

11 11.15 **Counterparts.** This MOU may be signed in counterparts, each of which is an original, and
12 all of which together constitute this MOU.

13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this MOU on the date stated in the introductory clause.

2 FRESNO'S CHAFFEE ZOO CORPORATION COUNTY OF FRESNO

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6 _____
7 Jon Forrest Dohlin
8 CEO and Zoo Director

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

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

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10 By: _____
11 Deputy

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Exhibit A

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the Fiscalservices@fresnolibrary.org, Attention: Staff Analyst.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

Exhibit A

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit A

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.