

ATTACHMENT A
Memorandum of Understanding on Use of
County of Tulare Space as a Temporary Location

This Memorandum of Understanding (MOU) is entered into by and between the Save the Redwoods League (“STRL”), and the County of Tulare (“County”). For purposes of this MOU, STRL and County will be referred to collectively as the “Parties”.

I. PURPOSE

This MOU specifies the conditions for the use of a temporary workstation, specifically located on County’s property (with some shared space described in Section II below), as the temporary location for two (2) STRL staff members, the Giant Sequoia Lands Coalition Partnership Coordinator (“GSLC-PC”) and the Giant Sequoia Stewardship Manager, Luis Vidal, for intermittent remote work functions at no cost to STRL.

The GSLC-PC provides administrative resources through support and partnerships for sustainable forest projects that serves the Tulare, Placer, Calaveras, Tuolumne, Mariposa, and Fresno Counties.

II. SPACE DESCRIPTION

The STRL staff members will be temporarily located at the Tulare County Resource Management Agency, 5961 S. Mooney Blvd, Visalia, CA 93277, at one (1) workstation as determined by the County and subject to the following:

1. Breakroom area is a shared common area.
2. Corridor is a common area. This corridor is used to access the cubicle location.
3. Restroom Facilities are a shared common area.
4. Parking lots are shared common areas.

III. TERM AND TERMINATION FOR USE OF SPACE

1. **Term.** The effective date of this MOU is the date of final signatures by both Parties. The MOU will expire on December 31st of the year issued and must be resubmitted if a request for use continues. Personnel located in the temporary assigned workstation location must be a staff member of STRL. The temporary assigned workstation location will be selected by the County.
2. **Termination.** Either Party may terminate this MOU with three (3) calendar days prior written notice.

3. **Allocation and Payment of Cubicle Costs and Expenses.** In consideration of the shared use of the Premises, including with limitation, the one (1) temporary assigned workstation as determined by the County, cubicle furniture and chair, utilities, and internet services, provided by the County to and on behalf of STRL as set forth above, is at no cost to STRL. The Parties shall exercise reasonable efforts to avoid incursion of unnecessary expenses or costs subsequent to notice of intent to terminate this MOU.
4. **Parking Allocation.** County shall provide STRL staff member with two (2) employees 'all-day' parking space located at Government Plaza, except the gated and "Permit Required" parking spaces. Three-hour parking spaces are also available for use.
5. **Furniture and Equipment.** Basic cubicle furniture and two chairs, owned by the County, will be provided. STRL will provide their own computer equipment i.e., laptop, small printer, and office supplies for remote work.
6. **Building Access Key Cards.** Building access card will be provided to two (2) STRL staff members. Access to the cubicle space is available between 6:00 a.m. – 6:00 p.m., Monday through Friday.
7. **Office Supplies, mailing and Postage:** STRL is responsible for the purchase of their staff office supplies, mailing and postage expenses.
8. **Insurance.** The Parties shall carry their own General Liability, Workers' Compensation, and Personal Property Insurance as specified in Attachment B.
9. **Liberal Construction.** Notwithstanding any general rule of construction to the contrary, it is the intention of the Parties that this MOU shall be liberally construed to effectuate its purposes. If any provision of this MOU is found to be ambiguous, an interpretation consistent with the purposes of this MOU that would render that provision valid shall be favored over any interpretation that would render it invalid.
10. **Jurisdiction.** This MOU shall be governed by and interpreted in accordance with the laws of the State of California.

IV. GENERAL TERMS

NON-EMPLOYEE STATUS: Nothing in this MOU shall be construed to constitute STRL or any of its agents, employees or officers as an agent, employee or officer of the County.

STRL agrees to advise everyone it assigned or hires to perform any duty under this MOU that they are not employees of County. Subject to any performance criteria contained in this MOU, STRL shall be solely responsible for determining the means and methods of performing the specified requirements and County shall have no right to control or exercise any supervision over the GSLC-

PC as to how the services will be performed. As the GSLC-PC is not a County employee, STRL shall be responsible for paying all required state and federal taxes.

V. INDEMNIFICATION

STRL shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and or damage to property, including County property, arising from, or in connection with, the performance by STRL or its agents, officers, and employees under this MOU, except to the extent that such claim or loss arises from or is caused by the gross negligence or willful misconduct of the County, its agents, officers and employees. This indemnification specifically includes any claims that may be made against the County by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims made against the County alleging civil rights violations by the GSLC-PC under Government Code Sections 1290 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on County for STRL's failure to act.

VI. SIGNATURES

COUNTY OF TULARE	SAVE THE REDWOODS LEAGUE
Name:	Name: Ben Blom
Title:	Title: Director of Stewardship and Restoration
Date:	Date: