

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE  
CITY OF FRESNO**

**AND**

**THE COUNTY OF FRESNO**

**REGARDING**

**THE PROVISION OF MAIL AND MESSENGER SERVICE AND US POSTAGE  
SERVICE FOR THE CITY OF FRESNO**

The City of Fresno, through its Finance Department (City) and the County of Fresno, through its General Services Department (County), desire to enter into this Memorandum of Understanding (MOU) for the County General Services Department, Graphic Communication Services Division to provide mail and messenger service and US postage service to the City pursuant to the terms and conditions set forth in this MOU. This MOU is made and entered into between the City and the County and shall be in effect for an initial term commencing on July 1, 2012 (or when it is executed on behalf of the last of the two parties to sign, whichever is later) through and including June 30, 2013, unless earlier terminated as provided for herein..

**I. Purpose and Scope of the MOU**

The purpose of this MOU is for the City to obtain mail and messenger service and US Postage service from the County.

**II. Responsibilities of the Parties**

**A. County's Obligations**

The County will provide daily, Monday through Friday (with the exception of City holidays), mail and messenger pickup and delivery service as per Exhibit A, attached hereto and incorporated by this reference.

**B. City's Obligations**

The City will make payment to the County for the services provided hereunder, as follows:

- 1. Mail & Messenger Service** – City shall pay to the County the annual sum of Eighteen Thousand Eight Hundred and Ninety One Dollars (\$18,891.00)

for mail and messenger service as detailed in Exhibit A. The payment for this service will be paid in Monthly increments.

**2. US Postage – In addition to the monthly payment required under the immediately preceding Paragraph 1 of this Section II.B, City also shall pay to the County, for each piece of mail processed by the County’s mail room:**

(a) The then-current presort discount rate charged by the US Postal Service (which is \$0.404 for a single piece of first-class mail under one ounce as of the effective date of this MOU), as the same may change from time to time during the term hereof (“the Federal Postage Charge”), plus

(b) The County’s mail service surcharge rate of 22.95% (“the Surcharge Percentage”), which is the percentage applied to each piece of mail and calculated on the basis of the then-current Federal Postage Charge, in order to obtain the Surcharge Amount which is imposed to cover the costs of accounting and billing for postage used by users of the County’s mailroom, and to provide for recovery of mailroom operational overhead costs, such as equipment and employee salaries and benefits.

Example - For a single piece of first-class (under one ounce) mail, based on the pre-sort discount rate applicable as of effective date of this MOU:

Multiply [then-current presort discount rate] X [Surcharge Percentage] to obtain applicable Surcharge Amount.

- \$0.404 (as of MOU effective date) X .2295 = \$0.092718 (rounded to \$0.0927) = Surcharge Amount

Add Surcharge Amount to the Federal Postage Charge to obtain total cost payable to County for posting, processing and handling this piece of mail

- Add \$0.0927 Surcharge Amount to \$0.404 Federal Postage Charge (i.e., the presort discount rate current as of MOU effective date) =  
Total Mailing Cost in this Example of \$0.4967 for single piece of first-class (less than one ounce) mail

The payment required under this Paragraph II.B.2 will become due and payable on a weekly basis, and shall be invoiced in accordance with Section III.B below.

### **III. Compensation and Invoicing**

A. The County will provide the City of Fresno with Inter-Departmental Messenger Service (Attachment “A”) at an annual cost of **\$18,891.00** (annual cost is based on fiscal year starting July 1<sup>st</sup> through June 30<sup>th</sup>). The County of Fresno will

charge the City of Fresno for inter-departmental messenger service in twelve equal monthly invoices for service.

B. Mailing Services will be invoiced weekly and in arrears

C. All rates may be adjusted each fiscal year based on the County's annual rate study performed by the County Auditor-Controller/Treasurer-Tax Collector..

#### **IV. Termination of MOU**

Either party may terminate this MOU upon thirty (30) days' written notice to the other party, with or without cause, subject to financial obligations for services provided prior to the effective date of termination.

#### **V. Extent of City Liability Contingent on Appropriations**

City's obligations under this MOU are contingent upon and limited to appropriated and available funding in the fiscal year hereunder. Should sufficient funds not be allocated and available, the services provided for herein may be modified accordingly, or this MOU may be terminated as provided in Article IV above.

#### **VI. Extensions of Term**

The term of this MOU may be extended for one or more additional one-year terms, by written modification executed on behalf of the parties in accordance with the provisions of Article X below.

#### **VII. Notice**

All notices, requests, determinations, or other correspondence required or allowed by law of this Agreement to be provided by the parties shall be in writing and shall be deemed given four (4) days following deposit in first-class mail postage prepaid (or upon receipt if personally delivered) at the following addresses:

TO CITY:

Karen Bradley  
Assistant Controller  
Finance Department

Jason MacDonald  
Purchasing Manager  
Purchasing Division  
2101 G Street, Building A  
Fresno, CA 93706-1620

TO COUNTY:

Arpi K. Apkarian  
Deputy Director of General Services  
General Services Department  
2220 Tulare Street, Suite 1600  
Fresno, CA 93721

By giving written notice in accordance with this Article VII, either party may change its address for purposes of this MOU.

**VIII. Capacity of Parties**

In the performance of their respective obligations under this MOU, the parties shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Each party shall retain the right to administer this MOU so as to verify that the other party is performing its obligations in accordance with the terms and conditions hereof. Each party shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matters herein.

**IX. Assignment**

Neither party shall assign, transfer or sub-contract this MOU, nor any of its respective rights or duties under this MOU, without the prior written consent of the other party.

**X. Amendment**

The provisions of this MOU may be modified only by written amendment signed by the authorized agent of both parties.

**XI. Indemnification**

A. County shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized 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 attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of County or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by County of governmental immunities including California Government Code Section 810 et seq.

B. City shall indemnify, hold harmless and defend County and each of its officers, officials, employees, agents and authorized 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 the County, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of City or any of its officers, officials, employees, agents or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code Section 810 et seq.

C. In the event of concurrent negligence on the part of County or any of its officers, officials, employees, agents or authorized volunteers, and City or any of its officers, officials, employees, agents or authorized volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

D. It is understood and acknowledged by the parties that the provisions of this Article XI shall survive termination or expiration of this Agreement.

**XII. Insurance**

Without limiting the indemnification rights of each party under the immediately preceding Article XI, it is understood and agreed that County and City shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this Agreement. Coverage shall be provided for general liability, automobile liability, and workers' compensation exposure. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this Agreement.

**XIII. Certification of Authority**

Each individual executing this MOU in a representative capacity acknowledges that he or she has read and understands the contents of this MOU and further hereby warrants and represents that he or she is fully authorized to execute this MOU on behalf of such party and thereby to bind said party with respect to its performance of the provisions hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year set out below.

**CITY OF FRESNO General Services Department**

By:  3/5/2013  
Date

Name: Karen Bradley  
Title: Assistant Controller, Finance Department

**FRESNO COUNTY Internal Services Department**

By:  3-6-2013  
Date

Name: Gary Osmondson  
Title: DIRECTOR OF INTERNAL SERVICES - CHIEF INFORMATION OFFICER

**CITY OF FRESNO**

Yvonne Spence  
City Clerk

By: Cindy Bruer 3/5/13  
Deputy

Approved as to Form:

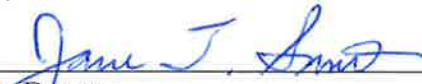
Francine Kanne  
City Attorney

By:   
Deputy R. Abrams

**COUNTY OF FRESNO**

Approved as to Legal Form:

Kevin Briggs  
County Counsel

By:   
Deputy

Approved as to Accounting Form:

Vicki Crow, C.P.A.  
Auditor-Controller/Treasurer-Tax Collector

By: *Vicki Crow*

Attachment: Exhibit A

## Exhibit "A"

Department / Division	Stop #	Address	Building	Floor
<b>CITY OF FRESNO</b>				
Airport	FC001	4995 E. Clinton Way	The City of Fresno Airport	
Budget Office	FC002	2440 Tulare Street	The City of Fresno Finance Department	Suite 100
Construction Management	FC004	1721 Van Ness Avenue	The City of Fresno Public Utilities	
Dickey Youth Center (PARCS)	FC005	848 M Street	The City of Fresno Parks and Recreation (PARCS)	3 <sup>rd</sup> Floor
Electronics & Communications	FC006	2101 G Street	The City of Fresno Information Services	Building I
Facilities	FC007	2101 G Street	The City of Fresno General Services	Building A
FAX	FC008	2223 G Street	The City of Fresno Department of Transportation	
Fire Department	FC009	911 H. Street	The City of Fresno Fire Department	
Fleet	FC010	2101 G Street	The City of Fresno General Services	Building F
Police Business Office	FC011	2326 Fresno Street	The City of Fresno Police Department	
Purchasing	FC012	2101 G Street	The City of Fresno General Services	Building A
Redevelopment Agency	FC013	2344 Tulare Street	The City of Fresno Redevelopment Agency	Suite 200
Retirement	FC014	2828 Fresno Street	The City of Fresno Retirement	Suite 201
Solid Waste	FC016	1325 El Dorado Avenue	The City of Fresno Public Utilities	
Streets	FC017	2101 G Street	The City of Fresno Public Works	Building E
Wastewater	FC018	5607 W. Jensen Avenue	The City of Fresno Public Utilities	
Water	FC019	1910 E. University Avenue	The City of Fresno Public Utilities	
<b>CITY OF FRESNO INTERNAL ROUTES (AT CITY HALL)</b>				
Accounts Payable	FC020	City Hall	The City of Fresno Finance Department	
Attorney's Office	FC021	City Hall	The City of Fresno City Attorney	
Business Tax and Licensing	FC022	City Hall	The City of Fresno Business Tax & License	
Central Billing	FC023	City Hall	The City of Fresno Finance Department	
City Council	FC024	City Hall	The City of Fresno City Council	
City Manager	FC025	City Hall	The City of Fresno City Manager	
City Clerk	FC026	City Hall	The City of Fresno City Clerk	
Central Services / Copy Center	FC027	City Hall	The City of Fresno General Services	
Code Enforcement	FC042	City Hall	The City of Fresno	

Exhibit "A"

Department / Division	Stop #	Address	Building	Floor
<b>CITY OF FRESNO INTERNAL ROUTES (AT CITY HALL) CONTINUED</b>				
Downtown Revitalization	FC028	City Hall	The City of Fresno Downtown Revitalization	
Finance	FC029	City Hall	The City of Fresno Finance Department	
Finance/Payroll	FC044	City Hall	The City of Fresno Finance Department	
Housing	FC030	City Hall	The City of Fresno Housing Department	
Information Services	FC031	City Hall	The City of Fresno Information Services	
Mayor's Office	FC032	City Hall	The City of Fresno Mayor	
Parking Services	FC043	City Hall	The City of Fresno Parking	
Personnel Services Department	FC033	City Hall	The City of Fresno Personnel	
Planning	FC034	City Hall	The City of Fresno Planning Department	
Public Utilities	FC035	City Hall	The City of Fresno Public Utilities	
Public Works	FC036	City Hall	The City of Fresno Public Works	
Risk Management Department	FC037	City Hall	The City of Fresno Personnel	
Traffic	FC038	City Hall	The City of Fresno Public Works	
Treasury	FC039	City Hall	The City of Fresno Finance Department	
Utilities Billing and Collection	FC040	City Hall	The City of Fresno Utilities	