

**MUTUAL AID AGREEMENT BETWEEN
COUNTY OF TULARE
AND
VISALIA UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the COUNTY OF TULARE, a political subdivision of the State of California (“COUNTY”), and the VISALIA UNIFIED SCHOOL DISTRICT, (“DISTRICT”). COUNTY and DISTRICT are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. WHEREAS**, on March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency to exist in California as a result of the threat of the novel coronavirus (“COVID-19”) outbreak;
- B. WHEREAS**, on March 11, 2020, the County Health Officer of the County of Tulare proclaimed and declared that a local health emergency exists in the County of Tulare due to the presence of and threat posed by COVID-19;
- C. WHEREAS**, various provisions of state law, including specifically Government Code Section 3100, et seq., address special circumstances, such as the State of Emergency declared on March 4, 2020, where public employees and resources may utilized for the protection of the health and safety and preservation of the lives and property of the people of the state, including the designation of Disaster Services Workers;
- D. WHEREAS**, DISTRICT Administrative Regulation (“AR”) 4112.3 establishes that all DISTRICT employees are Disaster Service Workers pursuant to Government Code section 3100, et seq., and must take the Disaster Service Workers’ oath prior to beginning employment;
- E. WHEREAS**, DISTRICT Board Policy (“BP”) 3516 provides that all DISTRICT employees, as Disaster Service Workers, are subject to the disaster service activities assigned to them, and Government Code section 3100 provides that all Disaster Service Workers have an obligation to perform such “activities as may be assigned to them by their superiors or by law”;
- F. WHEREAS**, DISTRICT BP 3516 further provides that, during disasters or other emergencies affecting the public health and welfare, the Board shall cooperate with other agencies in furnishing and maintaining whatever services are deemed necessary to meet the community’s needs;
- G. WHEREAS**, the County of Tulare has experienced a critical shortage of healthcare workers during the current Public Health Emergency;
- H. WHEREAS**, the COUNTY desires that the DISTRICT provide DISTRICT nursing staff, including public health nurses, registered nurses, and/or licensed vocational nurses, on a temporary and emergency basis as the need may arise in accordance with the terms and conditions of this Agreement; and
- I. WHEREAS**, the DISTRICT is willing to provide such services.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of _____ and expires upon termination of the Tulare County COVID-19 Local Public Health Emergency, as declared by the Tulare County Public Health Officer, unless earlier terminated as provided in Exhibit B, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: Attached hereto and incorporated herein as **Exhibit A**.

3. PAYMENT FOR SERVICES: (a) DISTRICT will be responsible for payment of salary and benefits for DISTRICT Staff Members performing services pursuant to this Agreement. COUNTY shall be responsible for any other costs resulting from its obligations provided herein, including but not limited to the obligation to provide insurance and indemnify DISTRICT. Additionally, COUNTY shall be solely responsible for providing all training, supervision, and equipment that may be necessary as set forth in Exhibit A.

(b) The Parties will cooperate in pursuing potential funding sources that may be available for the services provided pursuant to this Agreement. In the event funding becomes available, the Parties will work together in good faith to apportion said funds.

4. GENERAL TERMS AND CONDITIONS: Attached hereto and incorporated herein as **Exhibit B**.

5. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY
Health & Human Services Agency
Attn: Christa Cardoza or Tiffany Swarthout
5957 S. Mooney Blvd.
Visalia, CA 93277
FAX: (559) 713-3730

With a copy to:
County Administrative Office
2800 W. Burrel Avenue
Visalia, CA 93291
FAX: (559) 733-6318

DISTRICT
Superintendent Tamara Ravalin
5000 West Cypress Ave.
Visalia, CA 93277
FAX: (559) 730-7508

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

6. INSURANCE: The COUNTY, at its sole cost and expense, shall carry insurance or self-insurance for its activities in connection with this Agreement, keep in force and maintain insurance or equivalent programs for general liability, workers compensation, automobile liability, and professional liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful acts or omissions, from the performance of duties by Staff Member or COUNTY under this Agreement. The COUNTY being responsible for its own self-insured retentions and deductibles. The COUNTY shall add the DISTRICT as an additional insured on its general liability policy.

7. WORKERS COMPENSATION CLAIMS: For the purposes of Workers Compensation, Staff Members assigned to the COUNTY shall be considered volunteer workers of the COUNTY in performing the duties as set forth in Exhibit A.

8. INDEMNIFICATION: The COUNTY shall hold harmless, defend and indemnify the DISTRICT, its agents, officers and employees (collectively and separately known as "Indemnified Party") from and against any liability, claims, actions, costs, damages or losses of any kind, including death, illness, or injury to any person and/or damage to property, arising from, or in connection with, the performance by either a Staff Member, as defined in Exhibit A of this Agreement, or by COUNTY, or its agents, officers and employees. The scope of COUNTY's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligence of Staff Members, or negligent or wrongful use by Staff Members or COUNTY of equipment or supplies on loan to COUNTY, or faulty workmanship or other negligent acts, errors or omissions by COUNTY. COUNTY's duty to indemnify, defend, and hold harmless DISTRICT, and its officers, agents and employees shall survive the termination of this Agreement, including its Exhibits A and B. COUNTY's duty to indemnify, defend and hold harmless DISTRICT, and its officers, agents and employees does not apply to acts or omissions taken by DISTRICT in relation to any failures or delays in paying wages, salary, or related benefits to its employees, or for the willful misconduct of employees, including Staff Members, assigned to COUNTY under this Agreement. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of an Indemnified Party, then COUNTY may submit a claim to the DISTRICT for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

9. AUTHORITY: The Parties represent that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind the Parties to its terms. Each Party acknowledges that the other Party has relied upon this representation and warranty in entering into this Agreement.

10. BOARD APPROVAL: The effectiveness of this Agreement shall be contingent upon approval by the Parties' Governing Boards as required by law.

11. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document. For the purposes of this Agreement, a facsimile copy of a party's signature shall be sufficient to bind such party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

VISALIA UNIFIED SCHOOL DISTRICT

Date: _____

By _____
Print Name _____
Title _____

Date: _____

By _____
Print Name _____
Title _____

COUNTY OF TULARE

Date: _____

By _____
Pete Vander Poel, Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Jennifer M. Flores May 5, 2020
Deputy (Matter No. 2020451)

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

VISALIA UNIFIED SCHOOL DISTRICT

Date: 05/07/2020

By Tamara Pavalin
Print Name Tamara Pavalin, Ed.D.
Title Superintendent.

Date: _____

By _____
Print Name _____
Title _____

COUNTY OF TULARE

Date: _____

By _____
Pete Vander Poel, Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By _____
Deputy (Matter No. 2020451)

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EXHIBIT A
SCOPE OF SERVICES

I. DEFINITIONS

1. **Parties** means the DISTRICT and COUNTY.
2. **Staff Member** means any public health nurse, registered nurse, or licensed vocational nurse employed by DISTRICT and assigned to perform services to the COUNTY pursuant to this Agreement, Government Code section 3100 et seq., and applicable law and DISTRICT policy.
3. **Initial Assignment** means the first 30-day period in which a Staff Member is assigned by DISTRICT to COUNTY.
4. **Subsequent Assignment** means any period in which a Staff Member's assignment to COUNTY is extended beyond the initial assignment.

II. SERVICES

1. DISTRICT will assign up to 15 Staff Members, dependent upon availability, to COUNTY under this Agreement. The specific number and classification of Staff Member may be dependent upon the specific needs of the COUNTY at the time services are requested, which shall be communicated to DISTRICT in writing prior to any initial assignment of Staff Members to COUNTY.
2. The standard services to be performed by Staff Members under this Agreement include contact tracing, screening, case monitoring, reviewing monitoring, case managing individuals and facilities, coordinating with large facilities in Tulare County, and data entry into various California databases and systems.
3. Staff Members may be requested to perform additional services in furtherance of the COUNTY's effort to prevent the spread of COVID-19, including but not limited to, conducting site visits and in-person coordination with facilities. Requests for such additional services shall be made in accordance with Section IV, paragraph 1, below.

III. CONDITIONS AND EXPECTATIONS FOR ASSIGNMENT

1. Staff Members shall be assigned to perform services to the COUNTY at the sole discretion of the DISTRICT for an initial assignment of 30 days. This initial assignment may be extended as many times as needed, upon written request from the COUNTY to the DISTRICT. Requests for extension of a Staff Member's initial assignment shall be made with seven days' notice, and directed to the DISTRICT's Superintendent or authorized representative. If the DISTRICT receives such a request, the DISTRICT shall have sole and absolute discretion as to whether or not to approve the request. Extensions of initial assignments are subject to the acceptance of the Staff Member. Such extension requests shall include the requested duration of each subsequent assignment. At no time will a Staff Member's total assignment exceed a period of 12 months.

2. Staff Member shall be employed by the DISTRICT and shall be under the exclusive direction and control of DISTRICT; however, Staff Member shall perform his/her daily duties consistent with the direction and guidance provided by the COUNTY while assigned to the COUNTY.
3. Staff Members shall be expected to perform all duties as assigned in their capacity as a public health nurse, registered nurse, licensed vocational nurse while assigned to COUNTY, provided such duties are consistent with the terms of this Agreement.
4. No Staff Members shall be deemed to be COUNTY employees or have any employment status or rights with regard to the COUNTY.
5. Except as otherwise stated herein, the Staff Member will remain subject to the regulations, policies, rules and instructions applicable to officials or employees of the DISTRICT. Staff Member will carry out daily tasks under the authority of the COUNTY, while at the same time honoring his/her obligations as an employee of the DISTRICT. In the event of conflict, the Parties will consult each other on possible solutions.
6. In rendering services under this Agreement, the assignment of and discipline of Staff Members shall remain with the DISTRICT.
7. To the full extent of the law applicable at the time, the DISTRICT retains the right to withdraw some or all of its Staff Members at any time for any reason in the DISTRICT's sole and absolute discretion. Such withdrawal shall be communicated to the COUNTY within seven days of the effective date of the withdrawal, to be followed by written notice.
8. COUNTY and Staff Members agree to follow all federal, state and local guidelines related to COVID-19, including but not limited to the implementation of social distancing and appropriate notification requirements for individuals exposed or potentially exposed to COVID-19.

IV. DISTRICT OBLIGATIONS

1. DISTRICT agrees to provide Staff Members to COUNTY, as set forth in this Agreement, and upon request, in the event of a surge in workload experienced by COUNTY pursuant to a public health emergency. To the extent such services have not already been agreed to within Section II of this Exhibit A to the Agreement, additional requests for assistance shall be made to the DISTRICT's Superintendent or authorized representative, to include a description of the additional services requested and the requested duration of the assignment, with written documentation of the request to follow. If the DISTRICT receives a request for assistance, the DISTRICT shall have

sole and absolute discretion as to whether or not to approve the request. DISTRICT shall communicate its decision to approve or deny the request, in writing, within 5 days of the date the written documentation of the request was received.

2. The Staff Member will be assigned to COUNTY in the same classification and salary range as in Staff Member's employment with DISTRICT.
3. DISTRICT shall only assign Staff Members to COUNTY who are in good standing and possess all necessary licensure, certification, and training requirements necessary to perform in their capacity as a public health nurse, registered nurse, or licensed vocation nurse.
4. DISTRICT shall remove, with or without cause, any Staff Member from assignment upon request by COUNTY to the extent such request does not conflict with any other provision of the Agreement. In addition, DISTRICT shall immediately remove any Staff Member, upon COUNTY's request if in the COUNTY's sole discretion, the COUNTY determines the Staff Member is not satisfactorily performing the assigned duties.

V. COUNTY OBLIGATIONS:

1. COUNTY may notify DISTRICT of any performance or conduct it feels requires the removal or discipline of a Staff Member. COUNTY understands that such notice shall not obligate DISTRICT to take any formal remedial or disciplinary action against such Staff Member. Nevertheless, should such interaction result in disciplinary proceedings against Staff Member, COUNTY shall cooperate with DISTRICT, as needed, in those disciplinary proceedings.
2. COUNTY shall make no offer of employment to Staff Members assigned to it by DISTRICT without prior consultation and approval of DISTRICT.
3. COUNTY shall work with DISTRICT and Staff Member to set an agreed upon work schedule based on full time equivalent employment, as set forth by DISTRICT rules, regulations, and instructions for its employees. Staff Members shall not work any hours in addition to a Staff Member's regular DISTRICT full time equivalent hours.
4. COUNTY will provide Staff Members with all materials and equipment necessary to perform assigned duties, including but not limited to laptops, work stations, cell phones, desk phones, and other expendable office supplies, as necessary to ensure Staff Member health and safety. Staff Members who may be utilized to conduct site visits or have in person contact with patients or facilities will be provided with the appropriate personal protective equipment, as determined by the COUNTY Public Health Officer. Such materials and equipment will be provided at no cost to DISTRICT.

The COUNTY will ensure hygiene and sanitation measures consistent with the recommendations and requirements of the Centers for Disease Control, the Occupational Safety and Health Administration, and California Occupational Safety and Health Administration relevant to the Staff Member's work assignment are in place to help prevent the spread of the virus. COUNTY will take all measures required under its policies and protocols to ensure that Staff Members have the necessary supplies for preventive sanitation measures.

5. COUNTY agrees to provide each Staff Member with all direction, supervision, and training required to successfully and safely perform the assigned duties under this Agreement.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. RELATIONSHIP OF PARTIES: The Parties enter into this Agreement with the express understanding that DISTRICT will perform services within the scope of this Agreement, in accordance with Government Code section 3100, et seq., DISTRICT policy, and applicable law. The Parties agree that the DISTRICT and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COUNTY. DISTRICT agrees to advise everyone it assigns to perform any duty under this Agreement that they are not employees of COUNTY.

2. COMPLIANCE WITH LAW: DISTRICT agrees to provide services under this Agreement in accordance with applicable Federal, State, and local laws, regulations and directives.

3. LICENSES AND PERMITS: DISTRICT represents and warrants that DISTRICT employees performing services under this Agreement possess and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

4. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

5. RECORDS AND AUDIT: DISTRICT must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, DISTRICT must maintain complete and accurate records with respect to any payments to Staff Members. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, DISTRICT must make the records available within Tulare County to the COUNTY and its agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

6. CONFLICT OF INTEREST: At all times during the performance of this Agreement,

DISTRICT must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including DISTRICT for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on DISTRICT or any business firm in which DISTRICT has an interest, with certain narrow exceptions. DISTRICT agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

7. TERMINATION: (a) Without Cause: Either Party may terminate this Agreement without cause by giving ten (10) days' prior written notice to the other party of its intention to terminate under this provision, specifying the date of termination.

(b) With Cause: Either Party may terminate this Agreement immediately, based on:

- (1) Material misrepresentation, by one Party to the other Party or anyone acting on the Party's behalf, as to any matter related in any way to the provisions of services under this Agreement, or
- (2) Other misconduct or circumstances that either impairs the ability of a Party to competently provide the services or meet the expectations under this Agreement, or exposes the other Party to an unreasonable risk of liability.

For any termination for cause, termination may be effected upon written notice by the termination Party specifying the date of the termination.

(c) Effects of Termination: Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

8. TIME IS OF THE ESSENCE: The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

9. CONFIDENTIALITY: Parties shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all confidential information received by the other Party, including but not limited to individual student, staff, patient or testing information. Neither Party may use or disclose any information it receives under this Agreement that either Party has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, either Party may not disclose to third parties any information it receives that has previously been identified as confidential. If either Party determines that it must disclose any information that either Party previously identified as confidential, then it shall promptly give the corresponding Party written notice of its intention to disclose such information and the authority for such disclosure. The noticed Party shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the respective Party that it will not seek such an order. Both Parties shall cooperate with any efforts to seek such a court order. Either Party shall not disclose the information until the five (5) day period has expired without a response from the notified Party, or has notified the noticed Party that it will not seek such an order, or noticed Party has sought and a court has declined to issue a protective order for such information. If either Party seeks a protective order for such information, either Party shall defend and indemnify each other from any and all loss, injury, or claim arising from each Parties withholding of the information from the

requestor. This includes any attorney's fees awarded to the requestor. The duty of DISTRICT and COUNTY to maintain confidentiality of information under this section continues beyond the term of this Agreement.

10. ASSIGNMENT/SUBCONTRACTING:

Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of DISTRICT and DISTRICT's employees and no part of this Agreement may be assigned or subcontracted by DISTRICT without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion.

11. DISPUTES AND DISPUTE

RESOLUTION: Both Parties shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 45 days, then either Party may pursue litigation to resolve the dispute.

12. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

13. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any

manner affect the scope, meaning, or intent of the provisions under the headings.

15. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

16. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

17. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes this Exhibit B, "General Terms and Conditions") and any other Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

18. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

19. ENTIRE AGREEMENT: This Agreement, including its Exhibits A and B, represent the entire agreement between COUNTY and DISTRICT as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

20. INTEGRATION: This Agreement, including its Exhibits A and B, constitute a complete and exclusive statement of the understanding between the parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

21. MODIFICATION: This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties and ratified by their respective boards, except as otherwise stated in this Agreement, including its Exhibits.

22. SAVINGS CLAUSE/SEVERABILITY: If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

23. ASSURANCES OF NON-DISCRIMINATION: The Parties must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both COUNTY and DISTRICT have the responsibility to protect their employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, DISTRICT agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities, in accordance with applicable law and DISTRICT policy. Both Parties have the right to remove from service any Staff Member who provides services of any kind to COUNTY under this Agreement where either Party is concerned that DISTRICT or COUNTY employees or clients may

have been or may be the subjects of discrimination or harassment by such employee(s). This section does not preclude either Party from terminating this Agreement with or without cause as provided for under this Agreement.

24. DRUG-FREE WORKPLACE POLICY:
The Parties acknowledges that under the Federal

Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises.