

**Memorandum of Understanding
Between
PROTEUS, INC.
And
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY –
COMMUNITY FOOD OPERATIONS**

This Memorandum of Understanding (MOU) sets forth general conditions of an agreement between **Proteus, Inc.** and Tulare County acting through the **Tulare County Health & Human Services Agency – Community Food Operations, hereinafter County**. The terms and conditions of this Memorandum of Understanding (MOU) shall be in effect from **April 16, 2020 until August 31, 2020**. Either party may terminate this agreement upon 30 days written notice. Any modification to this agreement must be made in writing.

The purpose of this agreement is to provide a non-financial MOU. There will be no funding involved between the two community partners for the delivery of basic emergency relief to residents living in Tulare County during COVID-19 crisis.

County agrees to hold harmless, defend and indemnify **Proteus, Inc.**, its Board of Directors, corporate officers, employees, volunteers, agents, and contractors against any and all claims, actions, costs, losses, damages or liability of any kind, including, but not limited to death or injury to any person or damage to any property arising out of the duties of those herein described pursuant to this Agreement, including any negligent acts on their part.

This agreement also specifically includes any claims that may be made against **Proteus, Inc.** by any taxing authority asserting that an employee-employer relationship exists by reason of this Agreement, or any claim made against **Proteus, Inc.** alleging civil rights violations under Government Code 12920 (California Fair Employment and Housing Act). This indemnification obligation shall continue in full force and effect beyond the term of this Agreement or any extension or other modification of the terms of this Agreement unless otherwise specified.

COUNTY's duty to indemnify, defend and hold harmless Proteus Inc., and its officers, agents and employees does not apply to acts or omissions taken by Proteus Inc., 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, delivering supplies for **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 Proteus Inc., for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party.

The following MOU outlines the duties and responsibilities of each party in this collaboration. Through this agreement, responsibilities of each party are as follows:

Proteus, Inc. Shall:

- a. Provide funding for the delivery project through existing funding with Southern California Gas Company, Community Services and Development and others.
- b. Provide two (2) Energy Trucks for essential delivery of goods including food.
- c. Provide two (2) Energy Staff members to deliver essential goods including food.
- d. Will cover all costs of deliveries (including driver salary, mileage, Workers' Comp.)
- e. Staff will be available for deliveries:
Monday through Friday, from 8 a.m. to 5 p.m.
- f. Maintain delivery routes within Tulare County.
- g. Energy Staff will drop off essential goods on porches, driveways or designated locations with no physical contact with any person (s) in the community and will maintain social distancing state guidelines at all times.

Tulare County Health & Human Services Agency Shall:

- a. Coordinate delivery pick up times and locations. And communicate this information to **Proteus Lead, Jose Gonzales, or his designee.**
- b. Maintain good communication and set up appointments with community partners including Food Link for food distribution and pick up availability.
- c. Reach out to community partners to find out about any additional delivery needs.
- d. Participate in regularly scheduled planning meetings with Proteus staff as needed.
- e. Keep accurate records that will track the number of individuals and locations being provided with delivery services.

APPROVED BY: Robert Alcazar, CEO
Proteus, Inc.
Energy Division
1830 N. Dinuba Blvd.
Visalia, CA 93291

APPROVED BY: Angelica Arroyo, Team Lead
Tulare County Health & Human Services Agency
Community Food Operations
5957 S. Mooney Blvd.
Visalia, CA 93277

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

PROTEUS, INC.

Date: May 8, 2020

By 

Print Name Robert Alcazar

Title Chief Executive Officer

Date: May 8, 2020

By 

Print Name Michelle Engel-Silva

Title Executive Director of Operations

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
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  5/12/20
Deputy
Matter # 2020575