

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into between County of Fresno, hereinafter referred to as "County," and the Counties of Kings, Kern, and Tulare, hereinafter collectively referred to as the "Subrecipients," in connection with the implementation of the Proposition 1 Round 3 Delta Flood Emergency Response Grant, Agreement No. 4600016090 with the Department of Water Resources (DWR), hereinafter referred to as the "DWR Agreement". County and Subrecipients are each a "Party" and collectively "Parties" to this MOU.

### 1. Purpose

The purpose of this MOU is to establish a framework under which Fresno County, as the Pass-Through Agency, will distribute funds and oversee the implementation of grant-funded projects carried out by the Subrecipients. Each party agrees to comply with all applicable terms and conditions as set forth by the DWR Agreement.

### 2. Scope of Work

Each Subrecipient will execute its respective project as outlined in the DWR Agreement (Exhibit A: Work Plan), which includes specific activities related to flood emergency preparedness, response, and equipment procurement.

### 3. Term

This MOU shall commence upon execution of the final signing party and remain in effect until three years after final payment under the DWR Agreement, or until otherwise terminated pursuant to the terms herein. The Pass-Through Agency will provide written notice to the Subrecipients once all funds allocated under this Agreement have been fully expended.

### 4. Responsibilities

#### A. Fresno County (Pass-Through Agency):

##### 1. Administration and Oversight:

- Serve as the primary liaison between Subrecipients and DWR.

- Ensure Subrecipients' compliance with all federal, state, and grant requirements.
  2. Funds Disbursement:
    - Allocate funds to Subrecipients in accordance with approved budgets and eligible project costs as established in the DWR Agreement.
    - Withhold disbursement if Subrecipients fail to comply with reporting or project requirements as established in the DWR Agreement.
  3. Monitoring and Reporting:
    - Review and compile progress and financial reports from Subrecipients for submission to DWR, as required by the DWR Agreement.
    - Conduct audits and inspections as necessary to ensure compliance with the DWR Agreement.
  4. Documentation:
    - Maintain records of all grant-related activities and expenditures, including those of Subrecipients.
- B. Subrecipients (Kings County, Kern County, and Tulare County):
  1. Project Implementation:
    - Execute their respective projects in accordance with the approved work plan, budget, and schedule as laid out in the DWR Agreement.
  2. Compliance:
    - Abide by all applicable laws, regulations, and grant requirements, including CEQA, NEPA, and procurement guidelines.
    - Respond promptly to any requests from Fresno County for information or clarification related to the DWR Agreement.
  3. Reporting Requirements:
    - Each subrecipient shall individually complete and submit quarterly progress reports to Fresno County on the status of their respective project. The first report is due no later than the end of the first full

quarter following the execution of this MOU. Reports are due every three months, as required by the Agreement. Reports shall include:

- Description of activities performed.
- Expenditures incurred with supporting documentation (e.g., receipts, invoices).
- Activities, milestones achieved, accomplishments, and problems encountered.
- Provide a final project completion report to Fresno County within 90 days of project completion.

4. Recordkeeping:

- Maintain detailed and accurate records of all grant-related activities and expenses for a minimum of three years after project completion.

5. Cooperation:

- Cooperate with Fresno County in any audits, inspections, or evaluations required by DWR under the DWR Agreement.

## 5. Funding Allocation

The total grant award is \$500,000, distributed as follows for their respective project(s):

- Fresno County: \$171,000
- Tulare County: \$147,000
- Kings County: \$147,000
- Kern County: \$35,000

Subrecipients acknowledge that funds must be used solely for Eligible Project Costs as defined in the DWR Agreement. In accordance with Section 6 of the DWR Agreement, costs incurred for work performed on or after November 2, 2022, shall be eligible for reimbursement, provided they meet the criteria outlined in the DWR Agreement.

## 6. Audits and Monitoring

Subrecipients agree to participate in audits conducted by Fresno County, DWR, or any authorized representatives. Subrecipients will provide all necessary records and documentation during such review.

## **7. Termination**

This MOU may be terminated under the following conditions:

1. By Mutual Agreement: Written agreement by all parties to terminate.
2. For Cause: If a Subrecipient materially breaches any obligation under this MOU or the DWR Agreement, Fresno County may terminate this MOU with 30 days' written notice.
3. Unspent Funds: Any unused grant funds by Subrecipients must be returned to Fresno County upon termination, who will provide funds back to DWR, as required under the DWR Agreement.

**8. Indemnity.** Each Party shall indemnify and hold harmless and defend the other Parties (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind arising out of this MOU or the DWR Agreement , , except for claims resulting from a Party's sole negligence or willful misconduct. Each Party may conduct or participate in its own defense without affecting the other Parties obligation to indemnify and hold harmless or defend the Parties.

**8.1 Survival.** This Article 8 survives the termination of this Agreement.

**9. Insurance.** Without limiting the indemnification as stated herein, it is understood and agreed that Subrecipients shall 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 including general liability, automotive liability, workers' compensation and employers' liability, and professional liability. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided upon request.

## **10. Notices**

1 Notices under this MOU shall be provided to the following representatives:

2 Fresno County (Pass-Through Agency):  
3 Theresa Mejorado, Emergency Manager  
4 1221 Fulton St., Fresno, CA 93712  
tmejorado@fresnocountyca.gov

5 Kings County:  
6 Abraham Valencia, Emergency Services Manager  
7 280 Campus Dr., Hanford, CA 93230  
Abraham.Valencia@co.kings.ca.us

8 Kern County:  
9 Georgianna Armstrong, Emergency Services Manager  
10 2601 Panorama Dr. Bldg. B, Bakersfield, CA 93306  
garmstrong@kerncountyfire.org

11 Tulare County:  
12 Sabrina Bustamante, Emergency Services Manager  
13 5957 S. Mooney Blvd., Visalia, CA 93277  
SLBustamante@Tularecounty.ca.gov

14 **10. General Provisions**

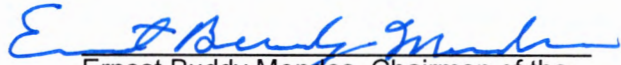
- 15 A. Amendments: Any amendments to this MOU must be in writing and signed by all parties.
- 16 B. Entire Agreement: This MOU constitutes the entire understanding between the parties  
17 regarding the subject matter herein.
- 18 C. Counterparts: This Agreement may be signed in counterparts, each of which is an  
19 original, and all of which together constitute this Agreement.

20 *[SIGNATURE PAGES FOLLOW]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

9-9-2025

Date

**Attest:**

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

By:



Deputy

For accounting use only:

Org No.: 56204604  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

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3 COUNTY OF TULARE

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6 Pete Vander Poel, Chairman of the Board of  
7 Supervisors of the County of Tulare

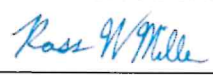
8 8/5/2025  
9 Date

10 **Attest:**  
11 Jason T. Britt  
12 County Administrative Officer/  
13 Clerk of the Board of Supervisors  
14 County of Tulare, State of California

15 By:   
16 Deputy Clerk



17 *Approved as to Form:*

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19 Deputy County Counsel  
20 Matter No. 2025811  
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

2 COUNTY OF KINGS

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5 Doug Verboom, Chairman of the Board of  
6 Supervisors of the County of Kings

7 07-22-2025

8 Date

9 **Attest:**

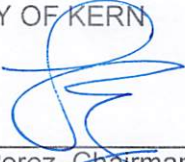
10 Catherine Venturella, Clerk of the Board of  
11 Supervisors  
12 County of Kings, State of California

13 By:   
14 Deputy



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

2 COUNTY OF KERN

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4  
5 Leticia Perez, Chairman of the Board of  
6 Supervisors of the County of Kern

7 AUG - 5 2025

8 Date

9 **Attest:**

10 Nancy Anderson  
11 Clerk of the Board of Supervisors  
12 County of Kern, State of California

13 By: 

14 Deputy, Susan Rodriguez

15 APPROVED AS TO FORM  
16 Office of County Counsel  
17 Kern County

18 By:   
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