

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.

1 ○ Ensure Subrecipients' compliance with all federal, state, and grant
2 requirements.

3 2. Funds Disbursement:

4 ○ Allocate funds to Subrecipients in accordance with approved budgets
5 and eligible project costs as established in the DWR Agreement.
6 ○ Withhold disbursement if Subrecipients fail to comply with reporting or
7 project requirements as established in the DWR Agreement.

8 3. Monitoring and Reporting:

9 ○ Review and compile progress and financial reports from Subrecipients
10 for submission to DWR, as required by the DWR Agreement.
11 ○ Conduct audits and inspections as necessary to ensure compliance with
12 the DWR Agreement.

13 4. Documentation:

14 ○ Maintain records of all grant-related activities and expenditures,
15 including those of Subrecipients.

16 B. Subrecipients (Kings County, Kern County, and Tulare County):

17 1. Project Implementation:

18 ○ Execute their respective projects in accordance with the approved work
19 plan, budget, and schedule as laid out in the DWR Agreement.

20 2. Compliance:

21 ○ Abide by all applicable laws, regulations, and grant requirements,
22 including CEQA, NEPA, and procurement guidelines.
23 ○ Respond promptly to any requests from Fresno County for information
24 or clarification related to the DWR Agreement.

25 3. Reporting Requirements:

26 ○ Each subrecipient shall individually complete and submit quarterly
27 progress reports to Fresno County on the status of their respective
28 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

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

4 **7. Termination**

5 This MOU may be terminated under the following conditions:

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

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

20 **8.1 Survival.** This Article 8 survives the termination of this Agreement.

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22 **9. Insurance.** Without limiting the indemnification as stated herein, it is understood and agreed
23 that Subrecipients shall maintain, at their sole expense, insurance policies or self-insurance
24 programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers
25 Agreement to fund their respective liabilities including general liability, automotive liability,
26 workers' compensation and employers' liability, and professional liability. Evidence of Insurance,
27 e.g., Certificates of Insurance or other similar documentation, shall be provided upon request.

28 **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
5 tmejorado@fresnocountyca.gov

6 Kings County:
7 Abraham Valencia, Emergency Services Manager
8 280 Campus Dr., Hanford, CA 93230
9 Abraham.Valencia@co.kings.ca.us

10 Kern County:
11 Georgianna Armstrong, Emergency Services Manager
12 2601 Panorama Dr. Bldg. B, Bakersfield, CA 93306
13 garmstrong@ kerncountyfire.org

14 Tulare County:
15 Sabrina Bustamante, Emergency Services Manager
16 5957 S. Mooney Blvd., Visalia, CA 93277
17 SLBustamante@Tularecounty.ca.gov

18 **10. General Provisions**

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

24 [SIGNATURE PAGES FOLLOW]

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
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5 COUNTY OF FRESNO
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10 Ernest Buddy Mendes, Chairman of the
11 Board of Supervisors of the County of Fresno
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14 Date
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20 Attest:
21 Bernice E. Seidel
22 Clerk of the Board of Supervisors
23 County of Fresno, State of California
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25 By: 
26 Deputy
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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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COUNTY OF TULARE



6 Pete Vander Poel, Chairman of the Board of
7 Supervisors of the County of Tulare
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8/5/2025

10 Date
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13 **Attest:**

14 Jason T. Britt
15 County Administrative Officer/
16 Clerk of the Board of Supervisors
17 County of Tulare, State of California
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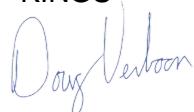
20 By: 
21 Deputy Clerk
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15 *Approved as to Form:*

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17 Deputy County Counsel
18 Matter No. 2025811
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
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3 COUNTY OF KINGS
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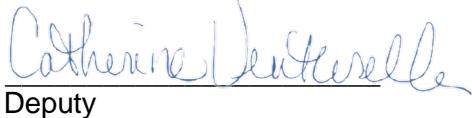


5 Doug Verboom, Chairman of the Board of
6 Supervisors of the County of Kings
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9 07-22-2025
10 Date

11 **Attest:**

12 Catherine Venturella, Clerk of the Board of
13 Supervisors
14 County of Kings, State of California
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16 By: 
17 Deputy
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement.
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6 COUNTY OF KERN
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8 Leticia Perez, Chairman of the Board of
9 Supervisors of the County of Kern
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12 AUG - 5 2025
13 Date

14 **Attest:**

15 Nancy Anderson
16 Clerk of the Board of Supervisors
17 County of Kern, State of California
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20 By: SR
21 Deputy, Susan Rodriguez
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25 **APPROVED AS TO FORM**
26 **Office of County Counsel**
27 **Kern County**

28 By: J. J. Rulrich