

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is dated February 10, 2026 and is between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program, and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County, through its Department of Public Health (Department), has a subcontract with Fresno Humane Animal Services to operate a 24-7 animal shelter (“Shelter”) at 1510 W. Dan Ronquillo Drive in Fresno, California.

B. The County recognizes the need for funding for Shelter expenses to build a surgical suite on-site and submitted a grant application on November 9, 2023 to the University for animal shelter assistance grant funds.

C. The University, in connection with the California for All Animals (CA4AA) statewide animal shelter assistance program (“Program”), is qualified and willing to provide the funding as identified herein.

D. The County and University entered into County Agreement No. 24-325 (University Agreement No. UCDPO00033147), on June 18, 2024 for said CA4AA grant funding.

E. County Agreement No. 24-325 expired as of June 30, 2025 and the County requires additional time to utilize and spend the identified funding received in FY 2024-25.

F. The County and University are in mutual agreement to the conditions and covenants outlined in this MOU.

The parties therefore agree as follows:

**Article 1**

**Services**

1.1 **Scope of Services.** The University shall provide grant funding to be expensed by County as identified herein. All grant funding will be re-allocated toward animal housing, cabinetry, and equipment for the surgical suite located at the Shelter. County will provide annual data through 2026 to University in support of the CA4AA program. University will support the

1 Shelter to comply with the data requirements. No University equipment will be used. Shelter  
2 shall not use the name or mark of University in any form or manner in advertisements, reports,  
3 or other information released to the public without the prior written approval of the University.

4 1.2 **Required Deliverable.** One final report will be required upon completion of the  
5 program. Additional touch points during the grant will be discussed between County and  
6 University. County is asked to keep track of the total amount spent on supplies and equipment.

7 1.3 **University's Right to Use Data.** University shall have the unrestricted right to use  
8 for its own purposes, including publication, any data or information which may be developed,  
9 provided by or arising in connection with the performance of this MOU.

10 1.4 **Representation.** The University represents that it is qualified, ready, willing, and  
11 able to provide funding identified within this MOU.

12 1.5 **Compliance with Laws.** The University shall, at its own cost, comply with all  
13 applicable federal, state, and local laws and regulations in the performance of its obligations  
14 under this MOU, including but not limited to workers' compensation, labor, and confidentiality  
15 laws and regulations.

## 16 **Article 2**

### 17 **Compensation, Invoices, and Payments**

18 2.1 The University agreed to pay County and County received the entire grant amount as  
19 identified in County Agreement No. 24-325 for purchase of supplies for Shelter.

20 2.2 **Funding.** The maximum compensation paid to County under County Agreement No.  
21 24-325, and as identified within this MOU was in the amount of Two Hundred Thousand and  
22 No/100 Dollars (\$200,000.00). All funds must be expended by no later than December 31,  
23 2026.

24 2.3 **Payment.** No additional payment of grant funding will be due to the County under  
25 this MOU.

## 26 **Article 3**

### 27 **Term of MOU**

28 3.1 **Term.** This MOU is effective upon execution and terminates on December 31, 2026.

1 **Article 4**

2 **Notices**

3 4.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this MOU include the following:

5 **For the County:**

6 Director, Department of Public Health  
7 County of Fresno  
8 P.O. Box 11867  
9 Fresno, CA 93775

10 **For the University:**

11 Steven Kobayashi, Associate Director  
12 University of California, Davis  
13 One Shields Avenue  
14 Davis, CA 95616

15 4.2 **Change of Contact Information.** Either party may change the information in section  
16 4.1 by giving notice as provided in section 4.3.

17 4.3 **Method of Delivery.** Each notice between the County and the University provided  
18 for or permitted under this MOU must be in writing, state that it is a notice provided under this  
19 MOU, and be delivered either by personal service, by first-class United States mail, or by an  
20 overnight commercial courier service.

21 (A) A notice delivered by personal service is effective upon service to the recipient.

22 (B) A notice delivered by first-class United States mail is effective three County  
23 business days after deposit in the United States mail, postage prepaid, addressed to the  
24 recipient.

25 (C) A notice delivered by an overnight commercial courier service is effective one  
26 County business day after deposit with the overnight commercial courier service,  
27 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
28 the recipient.

4.4 **Claims Presentation.** For all claims arising from or related to this MOU, nothing in  
this MOU establishes, waives, or modifies any claims presentation requirements or procedures

1 provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government  
2 Code, beginning with section 810).

3 **Article 5**

4 **Termination and Suspension**

5 **5.1 Termination for Breach.**

6 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
7 occurred, the County may give written notice of the breach to the University. The written  
8 notice may suspend performance under this MOU, and must provide at least 30 days for  
9 the University to cure the breach.

10 (B) If the University fails to cure the breach to the County's satisfaction within the  
11 time stated in the written notice, the County may terminate this MOU immediately.

12 (C) For purposes of this section, a breach occurs when, in the determination of the  
13 County, the University has:

- 14 (1) Obtained or used funds illegally or improperly;
- 15 (2) Failed to comply with any part of this MOU;
- 16 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 17 (4) Improperly performed any of its obligations under this MOU.

18 **5.2 Termination without Cause.** In circumstances other than those set forth above, the  
19 County or University may terminate this MOU by giving at least 30 days advance written notice.

20 **5.3 No Penalty or Further Obligation.** Any termination of this MOU by the County  
21 under this Article 5 is without penalty to or further obligation of the County.

22 **5.4 County's Rights upon Termination.** Upon termination for breach under this Article  
23 5, the County may demand repayment by the University of any monies disbursed to the  
24 University under this MOU that, in the County's sole judgment, were not expended in  
25 compliance with this MOU. The University shall promptly refund all such monies upon demand.  
26 This section survives the termination of this MOU.

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1 **Article 6**

2 **Independent Contractor**

3 6.1 **Status.** In performing under this MOU, the University and County, including its  
4 officers, agents, employees, and volunteers, are at all times acting and performing as an  
5 independent contractors, in an independent capacity, and not as an officer, agent, servant,  
6 employee, joint venturer, partner, or associate of the County or University.

7 6.2 **Verifying Performance.** The County and University have no right to control,  
8 supervise, or direct the manner or method of the University's or County's performance under  
9 this MOU, but the County or University may verify that the County or University are performing  
10 according to the terms of this MOU.

11 6.3 **Benefits.** Because of their status as an independent contractor, the University and  
12 County have no right to employment rights or benefits available to County or University  
13 employees. The University and County are solely responsible for providing to its own employees  
14 all employee benefits required by law. The University and County shall save the other party  
15 harmless from all matters relating to the payment of University's or County's employees,  
16 including compliance with Social Security withholding and all related regulations.

17 6.4 **Services to Others.** The parties acknowledge that, during the term of this MOU, the  
18 University may provide services to others unrelated to the County.

19 **Article 7**

20 **Indemnity and Defense**

21 7.1 **Mutual Indemnity.** The University shall indemnify and hold harmless and defend the  
22 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
23 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
24 liabilities of any kind to the County, the University, or any third party that arise from or relate to  
25 the performance or failure to perform by the University (or any of its officers, agents,  
26 subcontractors, or employees) under this MOU. The County may conduct or participate in its  
27 own defense without affecting the University's obligation to indemnify and hold harmless or  
28 defend the County.



1 (B) The County may voluntarily, or upon request by any member of the public or  
2 governmental agency, disclose to the public or such governmental agency any record or  
3 data that the University may provide to the County, unless such disclosure is prohibited  
4 by court order.

5 (C) This MOU, and any record or data that the University may provide to the County,  
6 is subject to public disclosure under the Ralph M. Brown Act (California Government  
7 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This MOU, and any record or data that the University may provide to the County,  
9 is subject to public disclosure as a public record under the California Public Records Act  
10 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section  
11 6250) ("CPRA").

12 (E) This MOU, and any record or data that the University may provide to the County,  
13 is subject to public disclosure as information concerning the conduct of the people's  
14 business of the State of California under California Constitution, Article 1, section 3,  
15 subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
17 respect to any record or data that the University may provide to the County shall be  
18 disregarded and have no effect on the County's right or duty to disclose to the public or  
19 governmental agency any such record or data.

20 **9.3 Public Records Act Requests.** If the County receives a written or oral request  
21 under the CPRA to publicly disclose any record that is in the University's possession or control,  
22 and which the County has a right, under any provision of this MOU or applicable law, to possess  
23 or control, then the County may demand, in writing, that the University deliver to the County, for  
24 purposes of public disclosure, the requested records that may be in the possession or control of  
25 the University. Within five business days after the County's demand, the University shall (a)  
26 deliver to the County all of the requested records that are in the University's possession or  
27 control, together with a written statement that the University, after conducting a diligent search,  
28 has produced all requested records that are in the University's possession or control, or (b)

1 provide to the County a written statement that the University, after conducting a diligent search,  
2 does not possess or control any of the requested records. The University shall cooperate with  
3 the County with respect to any County demand for such records. If the University wishes to  
4 assert that any specific record or data is exempt from disclosure under the CPRA or other  
5 applicable law, it must deliver the record or data to the County and assert the exemption by  
6 citation to specific legal authority within the written statement that it provides to the County  
7 under this section. The University's assertion of any exemption from disclosure is not binding on  
8 the County, but the County will give at least 10 days' advance written notice to the University  
9 before disclosing any record subject to the University's assertion of exemption from disclosure.  
10 The University shall indemnify the County for any court-ordered award of costs or attorney's  
11 fees under the CPRA that results from the University's delay, claim of exemption, failure to  
12 produce any such records, or failure to cooperate with the County with respect to any County  
13 demand for any such records.

14 **Article 10**

15 **General Terms**

16 10.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this  
17 MOU may not be modified, and no waiver is effective, except by written MOU signed by both  
18 parties. The University acknowledges that County employees have no authority to modify this  
19 MOU except as expressly provided in this MOU.

20 10.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
21 under this MOU without the prior written consent of the other party.

22 10.3 **Governing Law.** The laws of the State of California govern all matters arising from  
23 or related to this MOU.

24 10.4 **Jurisdiction and Venue.** This MOU is signed and performed in Fresno County,  
25 California. University consents to California jurisdiction for actions arising from or related to this  
26 MOU, and, subject to the Government Claims Act, all such actions must be brought and  
27 maintained in Fresno County.

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1        10.5    **Construction.** The final form of this MOU is the result of the parties' combined  
2 efforts. If anything in this MOU is found by a court of competent jurisdiction to be ambiguous,  
3 that ambiguity shall not be resolved by construing the terms of this MOU against either party.

4        10.6    **Days.** Unless otherwise specified, "days" means calendar days.

5        10.7    **Headings.** The headings and section titles in this MOU are for convenience only and  
6 are not part of this MOU.

7        10.8    **Severability.** If anything in this MOU is found by a court of competent jurisdiction to  
8 be unlawful or otherwise unenforceable, the balance of this MOU remains in effect, and the  
9 parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with  
10 lawful and enforceable terms intended to accomplish the parties' original intent.

11       10.9    **Nondiscrimination.** During the performance of this MOU, the University shall not  
12 unlawfully discriminate against any employee or applicant for employment, or recipient of  
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
16 all applicable State of California and federal statutes and regulation.

17       10.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
18 of the University under this MOU on any one or more occasions is not a waiver of performance  
19 of any continuing or other obligation of the University and does not prohibit enforcement by the  
20 County of any obligation on any other occasion.

21       10.11 **Entire MOU.** This MOU, including its exhibits, is the entire MOU between the  
22 University and the County with respect to the subject matter of this MOU, and it supersedes all  
23 previous negotiations, proposals, commitments, writings, advertisements, publications, and  
24 understandings of any nature unless those things are expressly included in this MOU. If there is  
25 any inconsistency between the terms of this MOU without its exhibits and the terms of the  
26 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this  
27 MOU without its exhibits, and then to the terms of the exhibits.

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1 10.12 **No Third-Party Beneficiaries.** This MOU does not and is not intended to create any  
2 rights or obligations for any person or entity except for the parties.

3 10.13 **Authorized Signature.** The University represents and warrants to the County that:

4 (A) The University is duly authorized and empowered to sign and perform its  
5 obligations under this MOU.

6 (B) The individual signing this MOU on behalf of the University is duly authorized to  
7 do so and his or her signature on this MOU legally binds the University to the terms of  
8 this MOU.

9 10.14 **Electronic Signatures.** The parties agree that this MOU may be executed by  
10 electronic signature as provided in this section.

11 (A) An “electronic signature” means any symbol or process intended by an individual  
12 signing this MOU to represent their signature, including but not limited to (1) a digital  
13 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
14 scanned and transmitted (for example by PDF document) version of an original  
15 handwritten signature.

16 (B) Each electronic signature affixed or attached to this MOU (1) is deemed  
17 equivalent to a valid original handwritten signature of the person signing this MOU for all  
18 purposes, including but not limited to evidentiary proof in any administrative or judicial  
19 proceeding, and (2) has the same force and effect as the valid original handwritten  
20 signature of that person.

21 (C) The provisions of this section satisfy the requirements of Civil Code section  
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and  
25 satisfied the requirements of Government Code section 16.5, subdivision (a),  
26 paragraphs (1) through (5), and agrees that each other party may rely upon that  
27 representation.

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1 (E) This MOU is not conditioned upon the parties conducting the transactions under  
2 it by electronic means and either party may sign this MOU with an original handwritten  
3 signature.

4 10.15 **Counterparts.** This MOU may be signed in counterparts, each of which is an  
5 original, and all of which together constitute this MOU.

6 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this MOU on the date stated in the introductory clause.

2 UNIVERSITY

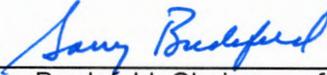
COUNTY OF FRESNO

3  
4 Steven Kobayashi

Digitally signed by Steven  
Kobayashi  
Date: 2026.01.27 17:32:08 -08'00'

5 Steven Kobayashi, Associate Director

6 One Shields Avenue  
7 Davis, CA 95616



Garry Bredefeld, Chairman of the Board of  
Supervisors of the County of Fresno

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

9  
10 By:   
Deputy

11 For accounting use only:

12 Org No.: 1156  
13 Account No.: 3530  
Fund No.: 0080  
14 Subclass No.: 17356