

MEMORANDUM OF UNDERSTANDING

This Service Agreement (“Agreement”) is dated November 7, 2023 and is between UP Holdings California, LLC (on behalf of its partners, subsidiaries, or assignees), (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The State of California, Housing and Community Development (HCD) has made available No Place Like Home (NPLH) Competitive and Noncompetitive funding to California counties and County has been awarded Forty-Seven Million, Four Hundred Eleven Thousand, Five Hundred Six Dollars and Zero Cents (\$47,411,506.00).

B. County entered into Agreement No. 19-374 with Contractor on August 6, 2019 to develop, operate and maintain permanent supportive housing opportunities in accordance with permanent supportive housing funding source program guidelines and regulations. Contractor was previously referred to as UP Holdings in Agreement No. 19-374. Agreement No. 19-374 expired when written approval to extend Agreement No. 19-374, according to the terms of the agreement, was not completed timely. Contractor is qualified and willing to continue providing these services pursuant to the terms and conditions of this Agreement.

C. The parties desire to execute this Agreement effective retroactive to July 1, 2023, to evidence the intent and actions of the parties for an agreement to develop, operate and maintain permanent supportive housing opportunities, based on the terms and conditions of Agreement No. 19-374.

D. The parties also desire to include the option extend this Agreement for two (2) additional twelve (12) month extension periods, upon satisfactory performance, with the written approval of both parties.

The parties therefore agree as follows:

1. **Original Agreement.** Notwithstanding anything to the contrary in Agreement No. 19-374, Agreement No. 19-374 is incorporated herein as though its terms and conditions are fully set forth below, and together with the terms and conditions set forth below, constitute the entire agreement and understanding between Contractor and County concerning the subject

1 matter hereof for the term hereof, and supersede all previous negotiations, proposals,
2 commitments, writings, advertisements, publications, and understandings of any nature
3 whatsoever unless expressly included in and modified by this Agreement.

4 2. **Term.** This Agreement is effective retroactive to July 1, 2023, and terminates on
5 June 30, 2024. This Agreement, subject to satisfactory performance, may be extended for two
6 (2) additional twelve (12) month periods upon the written approval of both parties no later than
7 sixty (60) days prior to the first day of the next twelve (12) month extension period. The
8 Department of Behavioral Health ("DBH") Director or his/her designee is authorized to execute
9 such written approval on behalf of County based upon Contractor's satisfactory performance.

10 3. **Electronic Signatures.** The parties agree that this Agreement may be executed
11 by electronic signature as provided in this section.

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

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

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

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

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

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

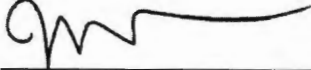
6 5. Because this Agreement is effective retroactive to July 1, 2023, any services that
7 have been performed, and for which compensation or reimbursement of expenses has been
8 paid, prior to the execution of this Agreement are hereby approved and ratified by the parties.
9 Except as modified herein, the terms and conditions of Agreement No. 19-374, are ratified and
10 restated herein in full, and all remaining terms and conditions contained in Agreement No. 19-
11 374, that are not modified herein, shall remain in full force and effect during the term of this
12 Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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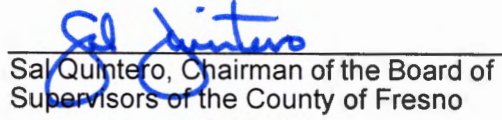
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 UP Holdings California, LLC

County of Fresno

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5 _____
Jessica Hoff Berzac, President

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Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 6083 N. Fig Garden Drive # 656
8 Fresno, CA 93727

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.: 56304710
13 Account No.: 7295/0
14 Fund No.: 0001/10000
15 Subclass No.:10000
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