

MEMORANDUM OF UNDERSTANDING

Between

Fresno-Madera Area Agency on Aging

And

City of Fresno

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU"), made and entered into effective the _____ day of _____, 2025, by and between the City of Fresno, a municipal corporation ("CITY") and Fresno-Madera Area Agency on Aging ("FMAAA") (individually, "PARTY;" collectively, "PARTIES") shall be as follows:

RECITALS

WHEREAS, to enhance the delivery and oversight of the Senior Hot Meals Program, FMAAA has purchased two, 2025 Toyota Corolla Hybrids (Vehicles). The vehicles are intended to assist City of Fresno Parks After School, Recreation and Community Services (PARCS) Department staff in conducting routine on-site monitoring and distributing supplies to the six active congregate meal sites including:

- Pinedale
- Mary Ella Brown
- Inspiration
- Mosqueda
- Ted C. Wills
- Lafayette Neighborhood Center; and
- any future congregate meal sites added upon mutual written agreement of both PARTIES' representatives.

WHEREAS, the Vehicles will support the Title III C1 Elderly Nutrition Program by facilitating transportation for staff and provide supplies among congregate meal sites within the Fresno city limits; and

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to establish a mutual agreement between FMAAA and the City of Fresno PARCS Department regarding the use and management of the Vehicles.

NOW THEREFORE, and in consideration of the covenants and conditions contained herein, it is agreed between the PARTIES as follows:

1. TERM AND LIMITATIONS

- 1.1 The term of this MOU shall be from July 1, 2025, through June 30, 2027, unless otherwise terminated as provided herein.

1.2 The term of this MOU may be extended for an additional one (1) year period through June 30, 2028, upon mutual written agreement of both PARTIES representatives.

1.3 Alternatively, the PARTIES mutually may agree to execute another form of agreement to continue the work.

2. RESPONSIBILITIES OF CITY:

2.1 Use the vehicles solely to support Title III C1 Elderly Nutrition Program activities.

2.2 Ensure vehicle use is limited to:

- Transportation of Senior Hot Meals staff.
- Procurement and transport of supplies between the specified congregate meal sites.
- Travel associated with routine monitoring of meal site operations.
- Travel associated with training required by the Title III C1 Elderly Nutrition Program.

2.3 Assume responsibility for:

- Vehicle insurance.
- Fuel expenses.
- Maintenance and repairs not covered under the manufacturer's warranty

2.4 Prohibit vehicle use for other PARCS Department activities not related to the Title III C1 program.

3. RESPONSIBILITIES OF FMAAA:

3.1 Purchase and provide two, 2025 Toyota Corolla Hybrid vehicles.

3.2 Maintain vehicle ownership and registration under the Fresno-Madera Area Agency on Aging.

3.3 Acknowledge that the vehicles remain property of the California Department of Aging.

4. TERMINATION

Either PARTY may terminate this MOU with or without cause upon thirty (30) calendar days' prior written notice to the other PARTY. The PARTIES may mutually agree to waive this notice requirement and terminate this MOU immediately.

5. INDEMNIFICATION: INSURANCE

5.1 FMAAA shall indemnify, hold harmless and defend the CITY and any and

all of its member agencies and their officers, agents, servants, or employees against any and all claims, loss, damage, charge or expense, including reasonable attorneys' fees for counsel acceptable to CITY, to which the CITY or such officers, agents, servants, or employees may be put or subject to, by reason of any damage, loss or injury of any kind or nature whatever to persons or property to the extent caused by the negligent act or action, or any neglect, or failure to act, when under a duty to act, on the part of FMAAA, in its performance hereunder. In the event claims, losses, damages, charges, fines, charges, or expenses are caused by the joint or concurrent negligence of CITY and FMAAA, they shall be borne by each PARTY in proportion to its negligence.

5.2 CITY shall indemnify, hold harmless and defend FMAAA and any and all of its officers, agents, servants, or employees against any and all claims, loss, damage, charge or expense, including reasonable attorneys' fees, to which FMAAA or such officers, agents, servants, or employees may be put or subject to, by reason of any damage, loss or injury of any kind or nature whatever to persons or property to the extent cause by the negligent act or action, or any neglect, or failure to act, when under a duty to act, on the part of FMAAA in its performance hereunder provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq. FMAAA agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California. In the event claims, losses, damages, charges, fines, charges, or expenses are caused by the joint or concurrent negligence of FMAAA and CITY, they shall be borne by each PARTY in proportion to its negligence.

5.3 The PARTIES agree to procure and maintain insurance coverages sufficient to cover their respective risks.

6. PROGRAM COORDINATION

6.1 The CITY's City Manager or their designee shall be the representative of

CITY for all purposes of this MOU.

6.2 FMAAA's Executive Director, and its Program Director, shall be the representatives of FMAAA for all purposes of this MOU.

7. NOTICES AND COMMUNICATIONS

Any notice by either PARTY to the other shall be personally delivered to the PARTY or sent by certified mail, return receipt requested, to the addresses set forth below, or to such other addresses as any PARTY may from time to time notify the others in writing. Such notice shall be deemed served when personally delivered for 3 business days after deposit into the mail.

FOR CITY:

Attn: City of Fresno
Georgeanne White, City Manager
Elizabeth Castillo, Program Manager

1515 E. Divisadero Street

Fresno, CA 93721

FOR FMAAA:

Attn: FMAAA
Jamie Sharma,
Hillaree Bennett,
Senior Programs

2520 W Shaw Lane #101A

Fresno, CA 93711

8. ENTIRE AGREEMENT

This MOU contains the entire agreement between the PARTIES relating to the transactions contemplated hereby and supersedes all prior or contemporaneous memoranda of understandings, understandings, provisions, negotiations, representations, or statements, either written or oral.

9. MODIFICATION

No modification, waiver, amendment, discharge, or change of this MOU shall be valid unless the same is in writing and signed by both PARTIES. No waiver of any term or conditions of this MOU shall be a continuing waiver thereof.

10. AUTHORITY FOR EXECUTION

Each of the individuals executing this MOU on behalf of the PARTIES represents and warrants that he/she is duly authorized to execute and deliver this MOU on behalf of CITY or FMAAA, as applicable; and that such execution and delivery on behalf of either CITY or FMAAA is duly authorized and within the authority of the signatory identified below.

11. CHOICE OF LAW

The laws of the State of California shall govern this MOU. Proper venue for any dispute regarding this MOU shall lie in Fresno County, California.

12. INTERPRETATION

This MOU shall be interpreted to give effect to its fair meaning and shall be construed as though both PARTIES prepared it.

13. ASSIGNMENT

Unless authorized in writing by both PARTIES, neither PARTY shall assign or transfer any rights or obligations covered by this MOU. Any unauthorized assignment or transfer shall constitute grounds for termination by the other PARTY.

14. SEVERABILITY

If any one or more of the provisions of this MOU is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be severed here from, and the remaining provisions of the MOU shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

15. EXECUTION OF COUNTERPARTS

If this MOU is executed in counterparts, each counterpart shall be deemed an original, and all such counterparts or as many of them as the PARTIES preserve undestroyed shall together constitute one and the same MOU.

AREA LEFT INTENTIONALLY BLANK

IN **WITNESS WHEREOF**, this MOU has been duly executed by the respective parties hereto by their duly authorized officers.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

Dated: _____

ANDREW JANZ
City Attorney

By: _____
Signed by:
Brent Richardson
538D38920F114F5...
Brent Richardson
Deputy City Attorney
Date

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy
Date

Fresno-Madera Area Agency on Aging, a
special district of government

By: _____
Signed by:
Jamie Sharma
125333CEF003430...

Name: Jamie Sharma

Title: Executive Director
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

Dated: 6/11/2025

By: _____
Signed by:
Paul Bustamante
2D1D11B194854BC...

Name: Paul Bustamante

Title: Director of Finance
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

Dated: 6/11/2025