

1 MEMORANDUM OF UNDERSTANDING

2 This Memorandum of Understanding ("MOU" or "Agreement") is dated  
3 \_\_\_\_\_ and is among the County of Madera, a political subdivision of the State  
4 of California ("Madera County"), the City of Fresno, a municipal corporation of the State of  
5 California ("City"), and the County of Fresno, a political subdivision of the State of California  
6 ("Fresno County"). Madera County, City, and Fresno County shall also be referred to herein  
7 singularly as a "Party" and collectively as "Parties," in collaboration with Fresno Madera  
8 Continuum of Care, an unincorporated association ("FMCoC").

9 **Recitals**

10 A. The California Interagency Council on Homelessness (Cal ICH) established the  
11 Homeless Housing, Assistance and Prevention ( HHAP) Program administered by the  
12 California Department of Housing and Community Development (HCD), which provides local  
13 jurisdictions with funds to support regional coordination and expand or develop local capacity  
14 to address immediate homelessness challenges.

15 B. HCD has provided five rounds of grant funding through the HHAP Grant Program  
16 with HHAP Round 1 grant funds being awarded to applicants in 2020.

17 C. The parties previously received HHAP grant funding in HHAP Rounds 1 through 5 and are  
18 seeking HHAP grant funding in HHAP Round 6 which will include flexible funding to continue  
19 efforts to improve regional and systems coordination to prevent and end homelessness in local  
20 communities.

21 D. The parties desire to submit an application for HHAP Round 6 funding in collaboration with  
22 FMCoC. The County of Fresno is the administrative entity to apply for, collect, receive, and  
23 distribute all grant funding that is allocated to the FMCoC, including HHAP grant funds. As such,  
24 Fresno County is signing this MOU on behalf of the FMCoC for the purposes of complying with  
25 HCD requirements to apply for, collect, receive, and distribute HHAP 6 grant funding.

26 E. HHAP Round 6 requires regionally coordinated action plans to be reflected in an MOU.  
27 The purpose of this MOU is to commit each Party to participate in, and to comply with the  
28 regionally coordinated homeless action plan, in collaboration with FMCoC.

1 F. On March 19, 2024, the parties executed a memorandum of understanding, Agreement  
2 No. 24-140 ("Original MOU"), committing each Party to participate in, and comply with the  
3 regionally coordinate homeless action plan developed under the HHAP Round 5 application.

4 G. The parties desire to replace the Original MOU with this new Agreement, wherein the  
5 parties commit to participate in, and to comply with the regionally coordinated homeless  
6 action plan, in collaboration with FMCoC, all in accordance with the HHAP Round 6 program  
7 guidelines; Section 13 of AB 166 (Chapter 48, Statutes of 2024; Health & Safety Code (HSC)  
8 Section 50239, et seq.).

9 H. Now, therefore, in consideration of the mutual covenants and conditions herein set forth,  
10 Madera County, the City, and Fresno County agree as follows:

## 11 **Article 1**

### 12 **Responsibilities**

13 1.1 This MOU commits all Parties, in collaboration with FMCoC, to uphold, participate in,  
14 and comply with the actions, roles, and responsibilities of each eligible applicant in the region as  
15 described in the HHAP-6 Regionally Coordinated Homelessness Action Plan summarized in  
16 Exhibit A to this MOU titled "Action Plan".

17 1.2 This MOU commits all Parties to the roles and responsibilities of each eligible  
18 applicant within the region, in collaboration with FMCoC, as they pertain to outreach and site  
19 coordination, siting and use of available public land, the development of interim and permanent  
20 housing options, and coordinating, connecting, and delivering services to individuals  
21 experiencing homelessness or at risk of experiencing homelessness, within the region. This  
22 MOU commits all Parties to key actions each eligible applicant will take to improve the system  
23 performance measures described in Exhibit A.

24 1.3 This MOU commits all Parties, in collaboration with FMCoC, to key actions each  
25 eligible applicant will take to ensure racial and gender equity in service delivery, housing  
26 placements, housing retention, and any other means to affirm equitable access to housing and  
27 services for racial and ethnic groups overrepresented among residents experiencing  
28 homelessness.

1.4 This MOU commits all Parties, in collaboration with FMCoC, to actions each eligible applicant will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region.

1.5 This MOU commits all Parties, in collaboration with FMCoC, to comply with the core components of Housing First as provided in Chapter 6.6 (commencing with Section 8255) of Division 8 of the California Welfare and Institutions Code.

1.6 This MOU commits all Parties, in collaboration with FMCoC, to roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness.

1.7 This MOU commits all Parties, in collaboration with FMCoC, to the roles and responsibilities of each eligible applicant to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs.

1.8 **Madera County's Responsibilities.** Madera County shall perform all of the services of Madera County provided in Exhibit A to this MOU, titled "Action Plan".

1.9 **The City's Responsibilities.** The City shall perform all of the services of the City as provided in Exhibit A to this MOU.

1.10 **Fresno County's Responsibilities.** Fresno County shall perform all of the services of Fresno County provided in Exhibit A to this MOU.

1.11 **Representation.** Each Party represents that it is qualified, ready, willing, and able to perform all of its respective services provided in this Agreement.

1.12 **Compliance with Laws.** The Parties shall each, at their own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its respective obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

## **Article 2**

### **No Monetary Consideration**

2.1 There is no monetary consideration for this Agreement. The Parties agree that the mutual promises hereunder shall suffice as consideration.

1 **Article 3**

2 **Term of Agreement**

3 3.1 **Term.** This Agreement is effective on the date the Parties sign this Agreement  
4 ("Effective Date") and terminates on June 30, 2028, except as provided in section 3.2,  
5 "Extension," or Article 5, "Termination and Suspension," below.

6 3.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
7 year periods only upon written approval of all Parties at least 30 days before the first day of the  
8 next one-year extension period. The Fresno County CAO or his or her designee is authorized to  
9 sign the written approval on behalf of Fresno County. The Madera County CAO or his or her  
10 designee is authorized to sign the written approval on behalf of Madera County. The City Manager  
11 or his or her designee is authorized to sign the written approval on behalf of the City.

12 **Article 4**

13 **Notices**

14 4.1 **Contact Information.** The persons and their addresses having authority to give and  
15 receive notices provided for or permitted under this Agreement include the following:

16 **For Fresno County:**

17 Attn: Amina Flores-Becker, Deputy CAO  
18 2281 Tulare Street, Room 304  
Fresno, CA 93721

19 **For Madera County:**

20 Attn: Sonee Brown, Administrative Services Officer  
1626 Sunrise Ave  
Madera, CA 93638

21 **For the City:**

22 Attn: Georgeanne A. White, City Manager  
2600 Fresno Street, Room 2064  
Fresno, CA 93721

23 4.2 **Change of Contact Information.** Any Party may change the information in section  
24 4.1 by giving notice as provided in section 4.3.

25 4.3 **Method of Delivery.** Each notice between or among the Parties provided for or  
26 permitted under this Agreement must be in writing, state that it is a notice provided under this  
27 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
28

1 overnight commercial courier service, or by Portable Document Format (PDF) document  
2 attached to an email.

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

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

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

11 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
12 attached to an email is effective when transmission to the recipient is completed (but, if  
13 such transmission is completed outside of County business hours, then such delivery is  
14 deemed to be effective at the next beginning of a County business day), provided that  
15 the sender maintains a machine record of the completed transmission.

16 **4.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
17 nothing in this Agreement establishes, waives, or modifies any claims presentation  
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
19 of Title 1 of the Government Code, beginning with section 810).

## 20 **Article 5**

### 21 **Termination and Suspension**

#### 22 **5.1 Termination for Breach.**

23 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
24 occurred, the non-breaching Parties may give written notice of the breach to the  
25 breaching Party. The written must provide at least 30 days for the breaching Party to  
26 cure the breach.

1 (B) If the breaching Party fails to cure its breach to the non-breaching Parties'  
2 satisfaction within the time stated in the written notice, the non-breaching Parties may  
3 terminate this Agreement immediately with that respective Party.

4 (C) For purposes of this section, a breach occurs when, in the determination of the  
5 non-breaching Parties, the breaching Party, has:

- 6 (1) Failed to comply with any part of this Agreement;
- 7 (2) Submitted a substantially incorrect or incomplete report; or
- 8 (3) Improperly performed any of its obligations under this Agreement.

9 5.2 **Termination without Cause.** In circumstances other than those set forth above, any  
10 Party may terminate this Agreement by giving at least 60 days advance written notice to the  
11 other Parties.

## 12 **Article 6**

### 13 **Independent Contractor**

14 6.1 **Status.** In performing under this Agreement, each Party, including its officers, agents,  
15 employees, and volunteers, is at all times acting and performing as an independent contractor, in  
16 an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner,  
17 or associate of another Party.

18 6.2 **Verifying Performance.** The Parties have no right to control, supervise, or direct the  
19 manner or method of the other Parties' performance under this Agreement, but the Parties may  
20 verify that the other Parties are performing according to the terms of this Agreement.

21 6.3 **Benefits.** Because of their status as an independent contractor, the Parties have no  
22 right to employment rights or benefits available to employees of the other Parties. Each Party is  
23 solely responsible for providing to their own employees all employee benefits required by law.  
24 Each Party shall save the other Parties harmless from all matters relating to the payment of the  
25 other Parties' employees.

26 6.4 **Services to Others.** The Parties acknowledge that, during the term of this  
27 Agreement.  
28

1 **Article 7**

2 **Indemnity and Defense**

3 7.1 **Indemnity.** Each Party shall indemnify and hold harmless and defend the other  
4 Parties (including their respective officers, agents, employees, and volunteers) against all  
5 claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
6 penalties, and liabilities of any kind to the other Parties, or any third party that arise from or  
7 relate to the performance or failure to perform by the other Parties (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The Parties may conduct or participate in  
9 their own defense without affecting the other Parties' obligation to indemnify and hold harmless  
10 or defend themselves.

11 7.2 **Survival.** This Article 7 survives the termination of this Agreement.

12 **Article 8**

13 **Insurance**

14 8.1 Without limiting the indemnification of each party as stated herein, it is understood  
15 and agreed that all Parties shall maintain, at their sole expense, insurance policies or self-  
16 insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint  
17 Powers Agreement to fund their respective liabilities including general liability, automotive  
18 liability, workers' compensation and employers' liability.

19 **Article 9**

20 **General Terms**

21 9.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this  
22 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
23 by all Parties. The Parties acknowledge that the Parties' employees have no authority to modify  
24 this Agreement except as expressly provided in this Agreement.

25 9.2 **Non-Assignment.** No Party may assign its rights or delegate its obligations under  
26 this Agreement without the prior written consent of the other Parties.

27 9.3 **Governing Law.** The laws of the State of California govern all matters arising from  
28 or related to this Agreement.

1       9.4     **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno and  
2 Madera Counties in California. The Parties consent to California jurisdiction for actions arising  
3 from or related to this Agreement, and, subject to the Government Claims Act, all such actions  
4 must be brought and maintained in Fresno County or Madera County.

5       9.5     **Construction.** The final form of this Agreement is the result of the Parties' combined  
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
8 against any Party.

9       9.6     **Days.** Unless otherwise specified, "days" means calendar days.

10      9.7     **Headings.** The headings and section titles in this Agreement are for convenience  
11 only and are not part of this Agreement.

12      9.8     **Severability.** If anything in this Agreement is found by a court of competent  
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
14 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of  
15 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original  
16 intent.

17      9.9     **Nondiscrimination.** During the performance of this Agreement, the Parties shall not  
18 unlawfully discriminate against any employee or applicant for employment, or recipient of  
19 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
22 all applicable State of California and federal statutes and regulation.

23      9.10    **No Waiver.** Payment, waiver, or discharge by a Party of any liability or obligation of  
24 another Party under this Agreement on any one or more occasions is not a waiver of  
25 performance of any continuing or other obligation of the other Party and does not prohibit  
26 enforcement by a Party of any obligation on any other occasion.

27      9.11    **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
28 between the Parties with respect to the subject matter of this Agreement, and it supersedes all



1 previous negotiations, proposals, commitments, writings, advertisements, publications, and  
2 understandings of any nature unless those things are expressly included in this Agreement. If  
3 there is any inconsistency between the terms of this Agreement without its exhibits and the  
4 terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the  
5 terms of this Agreement without its exhibits, and then to the terms of the exhibits.

6 9.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
7 create any rights or obligations for any person or entity except for the Parties.

8 9.13 **Authorized Signature.** The Parties, each, represent and warrant that:

9 (A) The Parties are duly authorized and empowered to sign and perform its  
10 obligations under this Agreement.

11 (B) The individual signing this Agreement on behalf of Madera County is duly  
12 authorized to do so and his or her signature on this Agreement legally binds Madera  
13 County to the terms of this Agreement.

14 (C) The individual signing this Agreement on behalf of the City is duly authorized to  
15 do so and his or her signature on this Agreement legally binds the City to the terms of  
16 this Agreement.

17 (D) The individual signing this Agreement on behalf of Fresno County is duly  
18 authorized to do so and his or her signature on this Agreement legally binds Fresno  
19 County to the terms of this Agreement.

20 (E) The individual signing this Agreement on behalf of the FMCoC is duly authorized  
21 to do so pursuant to the FMCoC Governance Charter.

22 9.14 **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 PAGE FOLLOWS]  
25  
26  
27  
28

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

2 COUNTY OF MADERA

COUNTY OF FRESNO

3  
4  
5 \_\_\_\_\_  
Chairman of the Board of Supervisors

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

6 ATTEST:

The County of Fresno is also signing as the  
administrative entity on behalf of the Fresno  
Madera Continuum of Care

7  
8 \_\_\_\_\_  
Clerk, Board of Supervisors

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

9  
10 Approved as to Legal Form:  
11 COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy

12 By: \_\_\_\_\_

13  
14 CITY OF FRESNO,  
15 A California municipal corporation

16 By: \_\_\_\_\_  
17 Georgeanne A. White  
18 City Manager

19 APPROVED AS TO FORM:  
20 ANDREW JANZ  
City Attorney

21 By: \_\_\_\_\_  
22 Brent Richardson Date  
23 Deputy City Attorney

24 ATTEST:  
25 TODD STERMER, MMC  
City Clerk

26 By: \_\_\_\_\_  
27 Deputy Date

