

**MEMORANDUM OF UNDERSTANDING  
BETWEEN FRESNO COUNTY RURAL TRANSIT AGENCY  
AND  
CITY OF SANGER**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Fresno County Rural Transit Agency, a California joint powers agency (“FCRTA”) and the City of Sanger, a California municipal corporation and general law city (“CITY”). FCRTA and CITY are each a “Party” and collectively “Parties” to this MOU.

WHEREAS, CITY OF SANGER was awarded and is the primary recipient for certain Affordable Housing and Sustainable Communities Program funding (“AHSC Funding”) from the California Department of Housing and Community Development (“HCD”); and

WHEREAS, FCRTA is a subrecipient of the AHSC Funding for the FCRTA scope which includes certain capital improvements and microtransit services to be provided at the project site located at 1310 Faller Ave, Sanger CA 93657 (“Project Site”); and

WHEREAS, CITY OF SANGER has agreed to disperse AHSC Funding to FCRTA for their respective portion of the AHSC Funding according to the terms set forth below.; and

WHEREAS, the Parties have mutually negotiated this MOU.

NOW THEREFORE, and in consideration of the foregoing and of the mutual promises herein expressed, and intending to be legally bound thereby, the Parties do mutually agree as follows:

1. **Purpose.** The purpose of this MOU is to establish terms and conditions in connection with certain capital improvements provided by FCRTA, funded by a portion of the AHSC Funding and reimbursed by the CITY to FCRTA.

2. **Term of MOU.** This MOU is effective December 19, 2025 and shall remain in full force and effect for three years unless earlier terminated under subsection 7.A of this MOU or the term is extended by written modification in accordance with the provisions of subsection 7.C of this MOU.

3. **FCRTA Obligations.** FCRTA agrees to perform the following tasks prior to requesting reimbursement:

A. **Microgrid.** By June 30, 2026, FCRTA shall install a localized distributed energy resource storage system (*i.e.*, a “microgrid” system), consisting of one (1) battery energy storage system and one (1) Level 2 electric vehicle charging system at the Project Site.

B. **Electric Vehicle.** By June 30, 2026, FCRTA shall procure, if necessary, and provide one (1) electric vehicle to be made reasonably available for microtransit service operations pursuant to subsection 3.C this MOU.

C. **Operations.** Beginning not later than January 1, 2027 and continuing through the term of this MOU, FCRTA shall use the electric vehicle provided for in subsection 3.B of this MOU to provide microtransit services at the Project Site and/or shall provide transit passes to residents at the Project Site.

4. **CITY Obligations.** CITY agrees to reimburse the FCRTA in the amount of \$800,000, in accordance with the terms of this MOU, and the Exhibit 1, within thirty (30) days following a written representation by FCRTA that it has performed the work and is entitled to reimbursement. CITY's obligation to reimburse FCRTA under this Section 4 survives termination of this agreement.

5. **Indemnity.** The CITY and FCRTA each shall hold harmless, and indemnify the other Party and its respective governing board, officers, directors, employees, authorized agents, contractors, and subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying Party or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying Party's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the Party indemnified or its governing board, officers, directors, employees, authorized agents, contractors, or subcontractors. This Section 5 survives termination of this agreement.

6. **Insurance.** By endorsement to the general liability insurance policy evidenced by FCRTA, CITY, its officers, and employees shall be named as additional insureds for all liability arising from this Contract.

7. **General Provisions.**

A. **Early Termination.** This MOU may be terminated upon thirty (30) days' written notice by either Party. In the event of early termination, CITY shall pay FCRTA, within thirty (30) days following termination, for all work performed up to the date of termination. The foregoing sentence survives termination of this agreement.

B. **Notices.** All notices provided for or permitted under this MOU must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or as a PDF attachment to an email sent to the addresses provided below:

**FCRTA**  
Attn: FCRTA General Manager  
2035 Tulare St., Suite 201  
Fresno, CA 93721

**CITY**  
Attn: City Manager  
1700 7<sup>th</sup> Street  
Sanger, CA 93657

Email: delcampo@fresnocog.org

Email: Nathan.olson@ci.sanger.ca.us

Any Party may change its address for receipt of notice by providing notice of that change as provided in this subsection 7.B. Notice is effective as follows:

- i. A notice delivered by personal service is effective upon service to the recipient.
- ii. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
- iii. A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
- iv. A notice delivered by email is effective when sent, if the email is sent between the hours of 8:00 am and 5:00 pm on a business day. If sent outside the hours of 8:00 am and 5:00 pm on a business day, a notice delivered by email becomes effective on the first business day following.

C. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU. The FCRTA General Manager and the CITY Manager are hereby authorized to approve an amendment to this MOU solely extending the term of this Agreement by no more than two (2) years.

D. **Applicable Law and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Fresno County, California

E. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

F. **Binding MOU.** This MOU is binding upon and shall inure to the benefit of any successors or assigns of the Parties.

G. **No Waiver of Claims Act.** For all claims arising from or related to this MOU, nothing in this MOU establishes, waives, or modifies any claims presentation

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

H. **Interpretation.** If any part of this MOU is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this MOU remains in full force and effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this MOU with lawful and enforceable terms intended to accomplish the Parties' original intent.

I. **Section Headings.** Section headings are provided for convenience only and are not part of this MOU.

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

K. **Authority.** Each Party represents and warrants that the individual signing this MOU is duly authorized to do so and their signature on this MOU legally binds that Party to the terms of this MOU.

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

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this MOU the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

FRESNO COUNTY RURAL TRANSIT  
AGENCY

CITY OF SANGER

\_\_\_\_\_  
JANELLE DEL CAMPO, General Manager

\_\_\_\_\_  
NATHAN OLSON, City Manager

APPROVED AS TO LEGAL FORM:  
DOUGLAS T. SLOAN, County Counsel

APPROVED AS TO LEGAL FORM:

*Bryan Rome* January 5, 2026  
\_\_\_\_\_  
BRYAN D. ROME, Senior Deputy County  
Counsel

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CITY OF SANGER Legal Counsel