

Memorandum of Understanding

Between

Meals on Wheels Diablo Region ("MOWDR")

and

City of San Pablo, Community Services Department ("San Pablo")

Project: Community Wellness Meals / Healthy Air, Healthy Aging: Integrated Support for Older Adults in the Richmond–San Pablo PTCA Community

Grant Program: Bay REPAIR Local Community Benefits Fund – Round 1, Richmond and Surrounding Communities

Effective Date: [Insert Date]

Term: Effective upon full execution and continuing through the grant term and closeout period, unless earlier terminated in accordance with this MOU.

1. Purpose

This Memorandum of Understanding ("MOU") sets forth the roles, responsibilities, governance structure, and financial relationship between MOWDR, as Lead Applicant, and San Pablo, as Co-Applicant, for purposes of applying for and, if awarded, implementing an Opportunity Grant under the Bay REPAIR Local Community Benefits Fund. The parties intend this MOU to satisfy the requirement that the partnership agreement describe the governance and financial relationships between the Lead Applicant and Co-Applicant, including how payments, reimbursements, and any approved advance payments will be handled.

The parties acknowledge that for Opportunity Grants, the Lead Applicant must partner with at least one Co-Applicant, and that the Lead Applicant is expected to hold primary responsibility for grant administration, reporting, reimbursement requests, and overall financial management.

2. Parties

2.1 Lead Applicant

Meals on Wheels Diablo Region is the Lead Applicant for the proposed Richmond and surrounding communities application and will serve as the primary grant holder if an award is made.

HOME DELIVERED
MEALS

CAFÉS

GROCERY
BAGS

FALL
PREVENTION

FRIENDLY VISITORS,
CALLERS & HELPERS

HEALTH &
WELLNESS

CARE
MANAGEMENT

MORE THAN A MEAL

2.2 Co-Applicant

The City of San Pablo, Community Services Department, is the Co-Applicant. San Pablo's mission is to provide life enjoyment and community strengthening services that promote and enhance the quality of life for San Pablo residents, and its senior center operates congregate meals, wellness programming, and transportation-related supports for older adults.

3. Project Scope

The parties will collaborate on a project designed to improve health outcomes for older adults in Richmond, San Pablo, and surrounding eligible communities through an integrated model that includes congregate meals, medically tailored meals, air purifier support, nutrition education, outreach, and care management.

Under the current project design, MOWDR will lead overall project administration, medically tailored meal coordination, participant assessment, reassessment, outreach, care management, reporting, and grant compliance, while San Pablo will provide the congregate meal setting, site-based staffing, participant engagement, and local outreach support through the San Pablo Senior Center.

4. Governance and Decision-Making

MOWDR shall serve as the lead decision-making and grant-management entity for the project. MOWDR shall have primary authority and responsibility for application submission, grant agreement execution, budget oversight, compliance monitoring, reporting to the Air District, reimbursement requests to the Air District, records management, and overall project performance management.

San Pablo shall participate in implementation planning and operational coordination for the portions of the project assigned to its scope of work. The parties shall coordinate regularly regarding participant engagement, scheduling, service delivery, documentation, data collection, and project performance, but San Pablo shall not be responsible for overall grant administration or funder-facing fiscal management.

The parties anticipate holding regular coordination meetings, at least monthly during active implementation unless otherwise agreed, to review implementation progress, invoicing status, deliverables, risks, participant needs, and any required corrective actions.

5. Roles and Responsibilities

5.1 Responsibilities of MOWDR

MOWDR shall:

- Serve as Lead Applicant and, if awarded, as grantee of record.
- Execute and administer the grant agreement with the Air District.
- Maintain overall responsibility for grant compliance, performance, financial management, reimbursement requests, and reporting.
- Track expenditures by project component and partner role and determine whether invoiced costs are allowable, allocable, reasonable, and within the approved budget.

- Submit reimbursement requests and any other required funding requests to the Air District, with supporting documentation.
- Maintain all required grant records and backup documentation.
- Coordinate project monitoring, performance reporting, measurable outcomes tracking, and closeout.
- Provide technical assistance to San Pablo regarding documentation, invoicing, data collection, and reporting expectations.

5.2 Responsibilities of San Pablo

San Pablo shall:

- Serve as Co-Applicant for the application and project implementation partner for the portions of work assigned to it.
- Provide space and staffing to offer healthy meals in a congregate setting to older adults through the San Pablo Senior Center.
- Support participant engagement, outreach, meal-site operations, intake support, and related implementation tasks within its approved scope.
- Maintain complete, accurate, and timely records for its project activities and costs.
- Submit invoices and supporting documentation to MOWDR in the form and frequency reasonably required by MOWDR.
- Cooperate with MOWDR in data collection, reporting, monitoring, and audit-related requests.
- Obtain any internal approvals required for its participation, including City Council approval of the final MOU if required after award.

6. Financial Relationship

6.1 Lead Financial Responsibility

The parties agree that MOWDR, as Lead Applicant, shall have primary responsibility for overall grant financial management. MOWDR shall be the entity responsible for receiving grant funds from the Air District, managing the approved project budget, submitting reimbursement requests or other payment requests to the Air District, reviewing supporting documentation, and ensuring that grant funds are spent on approved grant activities.

San Pablo shall not serve as fiscal lead for the grant, shall not submit reimbursement requests directly to the Air District, and shall not be responsible for overall grant reporting, overall budget administration, or overall grant financial compliance beyond its own scope of work and the accuracy of its own invoices and supporting documentation.

6.2 Payment Methods Between the Parties

Subject to the terms of the final grant agreement and availability of funds, MOWDR may compensate San Pablo through one or more of the following methods:

- **Reimbursement:** San Pablo incurs eligible, approved project costs and then submits itemized invoices with supporting documentation to MOWDR for reimbursement.
- **Pass-through payment:** MOWDR pays San Pablo for approved project costs or deliverables as funds are received and project work progresses.
- **Advance payment:** If permitted by the Air District and included in the grant process or grant agreement, MOWDR may provide advance funds to San Pablo to reduce implementation barriers and support timely project startup.

Unless otherwise stated in a written amendment or project budget attachment, reimbursement shall be the default payment method.

6.3 Invoicing and Documentation

For any request for payment, San Pablo shall provide documentation reasonably sufficient for MOWDR to verify that the cost or deliverable is allowable and properly attributable to the project. Such documentation may include itemized invoices, payroll records, time records, receipts, vendor invoices, deliverable descriptions, attendance records, service logs, and other proof of expenditure or performance, as applicable.

MOWDR may reject, question, or request correction of any invoice that is incomplete, unsupported, outside the approved scope or budget, or otherwise not allowable under the grant requirements or this MOU. MOWDR shall not be obligated to pay unsupported, unallowable, or inadequately documented costs.

6.4 No Independent Obligation to Front Overall Project Costs

Nothing in this MOU requires San Pablo to front the overall project budget or to assume financial responsibility for project costs outside San Pablo's approved scope. San Pablo's financial role is limited to incurring or documenting costs, as applicable, within its own approved scope of work and submitting invoices and supporting documentation to MOWDR for review and payment in accordance with this MOU.

6.5 Direct Payment to Vendors

The parties may mutually agree that MOWDR will pay certain vendors, subcontractors, or suppliers directly for project costs associated with San Pablo's scope when doing so improves compliance, cash flow, or administrative efficiency. In such cases, the applicable costs will still be tracked to the appropriate project component and partner role.

7. Budget and Scope Control

No payment obligation shall arise for costs that exceed the approved budget, fall outside the approved scope of work, or are incurred without required prior approval when such approval is required. Material changes to scope, budget, deliverables, or payment method must be made in writing and approved by both parties, subject to any Air District approval requirements.

