

Memorandum of Understanding Between the County of Nevada and the County of Sierra for Affordable Housing Master Plans

THIS Memorandum of Understanding (“MOU”) is made and entered into as of the 13th day of September 2022 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“NEVADA COUNTY”), and Sierra County, a political subdivision of the State of California (“SIERRA COUNTY”), collectively the “Parties”, which agree as follows:

1. **MOU Fund Allocation:** SIERRA COUNTY desires to support affordable housing development within SIERRA COUNTY’S jurisdiction; therefore, SIERRA COUNTY desires to partner with NEVADA COUNTY to have Master Plan Sets prepared with a portion being shared with SIERRA COUNTY. SIERRA COUNTY shall allocate funds as designated in the State-awarded Regional Early Action Planning (REAP) Grant and Sierra County Agreement No. 2022-056 as approved by the Sierra County Board of Supervisors Resolution No. 2021-016 on May 17, 2022. The allocation specified herein shall be the total payment made to NEVADA COUNTY. The amount of funding shall be forty-eight thousand Dollars (\$48,000.00) and shall be payable within 30 days of the execution of this MOU.
2. **Use of Funds:** NEVADA COUNTY agrees to use the funds on expenditures relating to the progress and completion of Master Plan Sets in support of affordable housing development within SIERRA COUNTY. Eligible use of award funds includes, but is not limited to, payment to Contracted Consultant of NEVADA COUNTY (Jackson & Sands, Inc.) to design and complete associated Master Plan Sets as described in NEVADA COUNTY Contract No. RES 21-454 during the period that begins on October 12, 2021 and ends on June 30, 2023.
3. **Term of MOU:** This MOU shall commence on September 13, 2022. All funds provided by this MOU shall be expended by June 30, 2023.
4. **Funding Allocation:** The sole source of funding by SIERRA COUNTY for this disbursement is from the general fund, wholly reimbursable by the State REAP Grant, Agreement No. 2022-056. No other SIERRA COUNTY funding source shall be held liable for any obligations set forth in this MOU.
5. **Electronic Signatures:** The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
6. **SIERRA COUNTY’S Hold harmless and Indemnification:** To the fullest extent permitted by law, SIERRA COUNTY hereby agrees to protect, defend, indemnify, and hold NEVADA COUNTY, its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from use of the Affordable Housing Master Plans within SIERRA COUNTY, including, but not limited to, the amounts of judgments, penalties, reimbursements, interest, court costs, legal fees, and all other expenses, including claims, liens, debts, personal injuries, death, or damages to property and without limitation, all other claims or demands of

every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU and the expenditures. SIERRA COUNTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of SIERRA COUNTY, using legal counsel approved in writing by NEVADA COUNTY. SIERRA COUNTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification to NEVADA COUNTY from liability for damages, or injuries to third persons or property, arising from or in connection with use of Affordable Housing Master Plans within SIERRA COUNTY pursuant to this MOU. Excluding, however, such liability, claims, losses, damages, or expenses arising from NEVADA COUNTY's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this MOU. This provision shall survive the termination of this MOU.

7. **NEVADA COUNTY's Hold harmless and Indemnification:** To the fullest extent permitted by law, NEVADA COUNTY hereby agrees to protect, defend, indemnify, and hold SIERRA COUNTY, its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from use of the Affordable Housing Master Plans within the unincorporated part of NEVADA COUNTY, including, but not limited to, the amounts of judgments, penalties, reimbursements, interest, court costs, legal fees, and all other expenses, including claims, liens, debts, personal injuries, death, or damages to property and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU and the expenditures. NEVADA COUNTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of NEVADA COUNTY, using legal counsel approved in writing by SIERRA COUNTY. NEVADA COUNTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification to the SIERRA COUNTY from liability for damages, or injuries to third persons or property, arising from or in connection with use of Affordable Housing Master Plans within the unincorporated parts of NEVADA COUNTY pursuant to this MOU. Excluding, however, such liability, claims, losses, damages, or expenses arising from SIERRA COUNTY's sole negligence or willful acts. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this MOU. This provision shall survive the termination of this MOU.
8. **SIERRA COUNTY's Insurance:** NEVADA COUNTY understands and agrees SIERRA COUNTY in accordance with California Government Code Section 990 has elected to self-insure for tort liability. SIERRA COUNTY's coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability, Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), and Public Officials Errors & Omissions with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** aggregate for third party claims relating to use of Master Plan Sets within SIERRA COUNTY. SIERRA COUNTY, its, officers, agents, employees, and volunteers are covered by the Government Tort Claims Act; therefore, any tort claims against SIERRA COUNTY, its officials, agents, employee, and volunteers arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Government Tort Claims Act. NEVADA COUNTY further understands and agrees SIERRA COUNTY, in accordance with Labor Code Section 3700, has elected to self-insure for workers' compensation liability for bodily injury or disease with statutory limits under the State of California. SIERRA COUNTY officials, employees, and volunteers shall file for workers' compensation benefits in accordance with SIERRA COUNTY policy.
9. **NEVADA COUNTY's Insurance:** SIERRA COUNTY understands and agrees NEVADA COUNTY in accordance with California Government Code Section 990 has elected to self-insure for tort liability. NEVADA COUNTY's coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability, Insurance Services Office Form Number CA 0001 covering Code

1 (any auto), and Public Officials Errors & Omissions with limits no less than \$1,000,000 per claim and \$2,000,000 aggregate for third party claims related to use of Master Plan Sets within the unincorporated portions of Nevada County. NEVADA COUNTY, its, officers, agents, employees, and volunteers are covered by the Government Tort Claims Act; therefore, any tort claims against the County, its officials, agents, employee, and volunteers arising out of incidents occurring while acting within the scope of their duties will be adjudicated under the Government Tort Claims Act. SIERRA COUNTY further understands and agrees NEVADA COUNTY, in accordance with Labor Code Section 3700 has elected to self-insure for workers' compensation liability for bodily injury or disease with statutory limits under the State of California. NEVADA COUNTY officials, employees, and volunteers shall file for workers' compensation benefits in accordance with NEVADA COUNTY policy.

10. **Entirety of MOU:** This MOU contains the entire agreement of NEVADA COUNTY and SIERRA COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this MOU, shall be binding or valid. Should all or any portion of any provision of this MOU be held unenforceable or invalid for any reason, but the remainder of the MOU can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
11. Upon request, each PARTY or its authorized representative shall have access to and the right to examine all records, books, papers or documents of the other PARTY related to the Project and use of the funds provided under this MOU. The PARTIES shall retain such records, books, papers and documents for a period of not less than five (5) years from the Completion Date.
12. The Parties to this MOU hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
13. The terms and conditions of this MOU may not be amended except in writing, signed by both parties. Any amendment or addendum to this MOU shall expressly refer to this MOU.
14. The waiver of any provision of this MOU shall be in writing, signed by the Party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the MOU.
15. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:	To Sierra County:
Chris de Nijs, Acting Building Official Community Development Agency- Building Department 950 Maidu Avenue Nevada City, CA 95959	Brandon Pangman, Assistant Director Planning & Building Department Sierra County, California P.O. Box 530 Downieville, CA 95936

16. **Assignment:** This MOU may not be assigned by either Party. This MOU is made and entered into for the sole protection and benefit of NEVADA COUNTY and SIERRA COUNTY. No other person or entity shall have any right of action based upon any provision of this MOU.
17. **No Third-Party Beneficiaries:** Nothing contained in this MOU shall create a contractual relationship with,

or a cause of action in favor of, a third party against either the County or SIERRA COUNTY.

18. **Governing Law and Venue:** This MOU shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this MOU shall be the County of Nevada, State of California.

19. **Authority:** All individuals executing this MOU on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this MOU.

IN WITNESS WHEREOF, the Parties hereunto have executed this MOU on the dates hereinafter set forth.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 01/09/2023
Susan Hoek (Jan 9, 2023 11:33 PST)

Printed Name/Title: Honorable Susan Hoek, Chair of the Board of Supervisors

By: *Julie Patterson Hunter* Date: 01/09/2023
Julie Patterson Hunter (Jan 9, 2023 11:39 PST)

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: *KElliott* Date: 01/09/2023
KElliott (Jan 9, 2023 11:47 PST)

County Counsel

SIERRA COUNTY:

By: *P. Roen* Date: 08/16/2022

Printed Name/Title: Honorable Paul Roen, Chair of the Board of Supervisors

By: *Heather Foster* Date: 08/16/2022

Attest: Heather Foster, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: *[Signature]* Date: 08/16/2022

Sierra County Counsel

AMENDMENT NO.1 TO CONTRACT
21-454

THIS AMENDMENT is executed this 13th day of December, 2022, by and between Jackson & Sands Engineering, Inc. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Professional Drafting, Architectural, and Engineering Services for Affordable Housing Master Plans executed on October 12, 2021 by Resolution No. 21-454.

WHEREAS, the parties desire to amend their agreement to add additional Scope of Work in the amount of \$158,000 for a revised not to exceed contract amount of \$387,000 through June 30, 2023; and

WHEREAS, the parties desire to amend the "Scope of Work" to include an additional plan set, an additional snow load for all sets, and bringing all four plan sets current with the 2023 Code Change; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of December 13, 2022.
2. The contract termination date remains June 30, 2023.
3. The amendment shall change the contracts not to exceed amount to \$387,000.
4. That the Scope of Work, Exhibit "A" shall be amended by adding the following:
 - a. \$30,000 for the 2023 Code Change.
 - b. \$45,000 for the 4th plan set.
 - c. \$61,000 for the 170psi snow load.
 - d. 13 additional uses of the plan sets for free beyond the initial contract amount.
 - e. \$22,000 for additional work or plans.
6. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: *KLElliott*
KLElliott (Jan 9, 2023 11:47 PST)

By: *Susan Hoek*
Susan Hoek (Jan 9, 2023 11:33 PST)
Honorable Susan K. Hoek
Chair, of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: *Julie Patterson Hunter*
Julie Patterson Hunter (Jan 9, 2023 11:39 PST)
Julie Patterson Hunter
Clerk of the Board of Supervisors

By: *Sean Jackson*