

Memorandum of Understanding
between
Nevada County Executive Office and
and
[Entity]
Fiscal Year [7/1/2021- 06/30/2022]

This is a Memorandum of Understanding (MOU) between County of Nevada, a political subdivision of the State of California, hereinafter referred to as "County", and Entity, hereinafter referred to as "Name" and collectively, the "Parties."

The purpose of this partnership is to support capacity in community entities to further projects and initiatives significantly beneficial to the community and aligned with Board of Supervisors priorities as described in Exhibit A, Nevada County Community Capacity Building Application.

[Insert Entity Name] Responsibilities:

- Adhere to all responsibilities and commitments detailed in Exhibit A: Community Capacity Building Application, Section I.
- Implement project as described in Exhibit A: Community Capacity Building Support Application, Section II.
- Agree to Exhibit B, Contractor Scope of Work.

County Responsibilities

- County will contract with [insert consultant] for proposal development services to develop the Grant Name grant proposal, with total cost not to exceed \$[Amount] as described in Exhibit B, Contractor Scope of Work.

Compensation:

The Parties shall each provide services hereunder in-kind, and neither Party shall be obligated to compensate the other Party in any other manner. County will contract directly with grant writer.

Term and Termination:

This MOU will become effective upon execution by all Parties and shall remain in effect through the date of proposal January 31, 2022 and may be terminated by either Party with thirty (30) days written notice to the other. Changes in either program that alter the conditions of the MOU will result in the need for a new or amended MOU, which shall only be effective when in writing and fully executed by all Parties hereto.

Indemnity:

Nothing herein shall be construed as a limitation of any Party's liability, and each Party shall defend, indemnify and hold harmless the other and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including without limitation defense costs and attorney fees of litigation) which may arise or which such Party may incur as a consequence of any occurrence arising out of this MOU which is occasioned in whole or in part by reason of the willful misconduct, or negligent actions of the indemnifying

Party's officers, officials, employees, agents, or volunteers, except to the extent that such claims are caused in whole or in part by any negligent act or omission of the Party being indemnified, or its officers, officials, employees, agents, or volunteers.

Non-Discrimination:

During the performance of this MOU, the Parties shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the American with Disabilities Act of 1990, and Fair Employment and Housing Act. and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position in which the employee or applicant is qualified.

We the undersigned, on behalf of the Nevada County Executive Office and [Entity Name], approve this document.

Nevada County Executive Office

950 Maidu Avenue

Nevada City, California 95959

[Entity Name]

[Entity address]

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Authorized Signatures:

The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to execute and deliver this MOU on behalf of the respective Parties.

Entire Understanding:

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

Alison Lehman, County Executive Officer
County of Nevada

Date

[Name, Title Entity authorized signer]

Date