

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Planning and Community Development

BOARD AGENDA: 5.D.2
AGENDA DATE: February 24, 2026

SUBJECT:

Approval of Memorandums of Understanding with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford for the Reimbursement of Costs to the County for the Update to Accessory Dwelling Unit Master Plans

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0079

On motion of Supervisor Grewal Seconded by Supervisor B. Condit
and approved by the following vote,

Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:


ATTEST: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No C-2-E-5; C-9-C-9; C-6-U-1;
C-3-A-13; C-7-D-2; C-4-C-13;
C-1-C-11; C-5-G-13; C-8-C-10

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:5.D.2

AGENDA DATE: February 24, 2026

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Memorandums of Understanding with the Cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford for the Reimbursement of Costs to the County for the Update to Accessory Dwelling Unit Master Plans

STAFF RECOMMENDATION:

1. Authorize the Director of Planning and Community Development to negotiate and execute Memorandums of Understanding with the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford for the reimbursement of costs to the County for the Update of Accessory Dwelling Unit Master Plans.
2. Authorize the Director of Planning and Community Development to make minor edits to the Memorandums of Understanding deemed necessary by legal counsel representing the County and/or cities.

DISCUSSION:

On November 5, 2019, the Board of Supervisors authorized the Director of Planning and Community Development to apply for, accept, and implement Senate Bill (SB) 2 Planning Grants Program (PGP) funds from the California Department of Housing and Community Development (HCD). On June 10, 2020, the County executed an agreement with HCD for an award of \$310,000 to be used for various housing-related activities. The County allocated \$60,000 of the awarded funds for the completion of Accessory Dwelling Unit (ADU) Master Plans, which included the development of complete building plans (County approved and ready for building permit issuance) to be made available for use by property owners interested in improving their property with an ADU.

The ADU Master Plans were ultimately developed in partnership with the cities of Ceres, Modesto, Oakdale, Riverbank, Turlock, and Waterford, under Memorandums of Understanding (MOUs) authorized by the Board on February 9, 2021. The developed Master Plans include eight different ADU plans for detached new construction, and each with multiple options for exterior finishes. The partnership helped to avoid duplication in effort while bringing down the costs of preparing the plans for each of the participating jurisdictions. The ADU plans were completed by TPH Architects under a contract with the County. The plans were designed to provide maximum adaptability in meeting

typical lot sizes and configurations found throughout the county and were made available online to illustrate to property owners ADU options and opportunities.

The MOUs were amended in July 2023 to increase the budget to provide for the updating of all eight ADU plans for compliance with the 2022 Building Code, which went into effect on January 1, 2023. TPH Architects charged \$20,000 for the 2022 Building Code update. The MOUs expired in September 2023, after the ADU Master Plans and the 2022 Building Code update to the plans were completed.

In order to continue to be utilized, the ADU plans must be updated again to meet the 2025 Building Code, which went into effect on January 1, 2026. Since TPH Architects holds the copyright to the plans, the County has processed a sole source justification for the plans update. Due to the 2025 Building Code update, including more intensive changes, TPH Architects quoted a cost of \$40,000 to update all eight ADU plans. After discussion with partner agencies, it was recommended to update only three of the eight ADU master plans, which were the most widely used ADU plans. TPH Architects has provided a quote of \$15,000 for the update of the three ADU plans (450 square feet, 750 square feet, and 1,192 square feet in size). There is an additional cost of \$2,033 to have the County's Planning Department plan check the updated plans.

In addition to the original six partner cities, the cities of Hughson, Newman, and Patterson also want to partner with the County to update the ADU plans. The shared cost per jurisdiction, the nine cities, and the County, will be \$1,500 per jurisdiction; plus an additional \$203 each to cover the County's cost to plan check the plans for use by all jurisdictions.

This item is requesting authorization to act as lead for the ADU plan update and to execute new MOUs between the County and the nine cities (see Attachment 1 – *Draft County/City MOU for ADU Master Plan Update*). If any of the partner agencies are unable to execute an MOU, the cost per jurisdiction will be adjusted equally among the remaining jurisdictions. The Planning Department will be entering into a new agreement with TPH Architects for the 2025 Building Code update once the MOUs are executed.

POLICY ISSUE:

Board of Supervisors approval is required to authorize the County to execute the Memorandums of Understanding (MOUs) between the nine cities and the County for the cost-sharing associated with updating the ADU Master Plans.

Update of the ADU Master plans will aid in implementing Action 3-8f of the County's Housing Element, adopted by the Board of Supervisors on December 9, 2025, which requires making available pre-approved ADU plans.

FISCAL IMPACT:

TPH Architects' cost of \$15,000 to update the ADU Master Plans and the County's cost of \$2,033 to plan check the updated plans will be equally funded by the County and the nine cities, for \$1,703 per jurisdiction.

The County's costs, including staff time as the project lead for the update and its share of the ADU Master Plan update and plan check, will be funded within the existing Planning General Fund budget. If approved, current appropriations in the Planning

General Fund budget unit will be used; and \$15,330 will be repaid by the partner agencies.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this action supports the Board's priorities of *Supporting a Strong and Safe Community, Supporting a Healthy Community, Delivering Efficient Public Services, and Enhancing Community Infrastructure* through the development of construction plans aimed at increasing access to affordable housing in Stanislaus County.

STAFFING IMPACT:

Existing staff will oversee efforts authorized by this item.

CONTACT PERSON:

Angela Freitas, Planning and Community Development Director
Telephone: (209) 525-6330

Kristy Doud, Planning and Community Development Deputy Director
Telephone: (209) 525-6330

ATTACHMENT(S):

1. Draft County/City MOU for ADU Master Plan Update

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF
[INSERT CITY] AND COUNTY OF STANISLAUS FOR DEVELOPMENT OF
ACCESSORY DWELLING UNIT (ADU) STANDARD PLANS**

This MEMORANDUM OF UNDERSTANDING, entered into this 24th day of February 2026 is between the County of Stanislaus (hereinafter referred to as "County") and the City of [Insert city] (hereinafter referred to as "City"). City and County may be individually referred to as "Party" or collectively as "Parties". There are no other parties to this MOU.

WHEREAS, County and the cities of Ceres, Modesto, Oakdale, Riverbank, Turlock, and Waterford (collectively, the "partner agencies") entered into a Memorandum of Understanding dated February 12, 2021 ("MOU"), to jointly hire an architectural firm to complete building plans (plan checked and ready for building permit issuance) available for use by property owners ("ADU Standard Plans"), free of charge, interested in improving their property with an Accessory Dwelling Unit ("ADU"); and

WHEREAS, the cities of Hughson, Newman, and Patterson will be added as partner agencies; and

WHEREAS, County is the "lead agency" for the project and the City of [Insert city] is one of the partner agencies for the Project; and

WHEREAS, TPH Architects, the Firm contracted with the County to provide the desired professional services for the Project, provided a quote of \$15,000 to update three ADU Plan sets (which will be 405 square feet, 744 square feet, and 1,192 square feet in size) to be compliant with the California Code of Regulation Title 24, 2025 Edition, of the California Building Standards Code; and

WHEREAS, the partner agencies have agreed to equally share the costs for the update of the ADU Standard Plans.

WHEREAS, TPH Architects has been selected as the Firm to provide the desired professional services for the Project and has entered into a contract with the County ("Architectural Contract"); and

WHEREAS, the partner agencies have agreed to allow the County to plan check the updated ADU Master Plan and agree to share the costs of the plan check; and

WHEREAS, County and the City wish to enter into this MOU to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Firm, including payment of all costs incurred.

NOW THEREFORE, County and City agree as follows:

**ARTICLE I
PARTY RESPONSIBILITIES**

1. The above Recitals are made a part of this Agreement as if they were set forth herein.

2. County has entered into a professional services agreement with TPH Architects for the delivery of services, for a joint Project between the County and the Cities, as outlined in the Firm's Proposal to the County.
3. County will provide all invoices received from the Firm associated with development of the ADU Standard Plans with costs payable by the City to be reviewed by the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
4. County will serve as the "lead agency" for purposes of the development of the ADU Standard Plans and the City will serve as the "Partner Agency" for purposes of review and approval of any work completed. County will serve as lead agency for the purpose of plan checking all ADU Standard Plans produced as part of this project upon request.
5. Adoption of the ADU Plans resulting from this MOU, if applicable, shall be conducted independently through each jurisdiction's legislative decision-making body.
6. Both County and City shall adhere to applicable federal and state laws, regulations, and guidelines.
7. County and city agree to evenly share the costs for the update of the ADU Standard Plans to comply with the California Code of Regulation Title 24, 2025 Edition, of the California Building Standards Code, in the amount of \$1,500 per partner agency and \$1,500 for the lead agency.
8. City permits the County to plan check the updated ADU Master Plan sets and agrees to evenly share the cost of \$2,032.50 for the plan check service, in the amount of \$225.83 per partner agency.

ARTICLE II GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between County and City. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California. The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.
3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525 - 6330

Communications to **City** shall be directed to:

[Insert city]
[Insert City Mailing Address]
[Insert City Phone Number]

ARTICLE III TERM

The term of this MOU shall be from February 24, 2026 through September 30, 2026 or until all work to be conducted by Firm under the terms of the Architectural Contract has been conducted and all costs incurred paid.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

1. County will provide all Firm invoices, highlighting City's share of costs payable by the City, to the City for review and approval prior to payment. The City shall have 15-days to review the invoice.
2. The County will pay all invoices received from the Firm associated with development of the ADU Standard Plans in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including Subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

ARTICLE VI INDEMNIFICATION

1. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each Party shall fully indemnify and hold harmless the other party and its agents, officers, employees, and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this MOU.

ARTICLE VII MODIFICATIONS

Specific activities outlined in this MOU may be modified in keeping with established PGP regulations and guidelines by written consent of all Parties involved.

**ARTICLE VIII
DISPUTES**

The Parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

**ARTICLE IX
NON-ASSIGNMENT**

Neither Party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

**ARTICLE X
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the City shall remain responsible for the payment of any outstanding cost share for work already performed by the Firm for the benefit of the City.

**ARTICLE XII
ENTIRE DOCUMENT**

This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

COUNTY OF STANISLAUS

County of Stanislaus Planning &
Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330

CITY OF [Insert City]

Mailing Address
Phone Number

SIGNATORIES

Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department

Authorized Signing Official
City of [Insert City]

APPROVED AS TO FORM:

Robert J. Taro
Assistant County Counsel