

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF
NEVADA AND THE CITY OF NEVADA CITY PERTAINING TO
ENFORCEMENT OF THE STATE ORDER RELATED TO COVID-19
PROTECTIONS**

This Memorandum of Understanding ("MOU") is entered into on the 31st day of August 2020, by and between the County of Nevada County ("County") and the City of Nevada City ("City"), collectively, the "Parties".

RECITALS

WHEREAS, on March 4, 2020, the Governor of the State of California Proclaimed a State of Emergency to exist in California due to the current and potential impacts caused by COVID-19 and to combat the spread of COVID-19 broadly; and

WHEREAS, on March 10, 2020, the Nevada County Board of Supervisors approved Resolution 20-062, proclaiming a local emergency in Nevada County due to the rapid spread of COVID-19 and threat it posed to Nevada County; and

WHEREAS, on March 19, 2020, the Governor of California issued a statewide order requiring all Californians to remain at their home or place of residence, except as necessary to carry out essential activities; and

WHEREAS, on March 27, 2020, in response to the COVID-19 public health and economic crisis throughout the Country, the federal government enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to addresses the economic impacts caused by COVID-19, which included a \$2 trillion economic relief package, with approximately \$150 billion of Coronavirus Relief Fund (CRF) monies directed at States, local governments, and Tribal entities for economic and disaster relief; and

WHEREAS, on June 29, 2020, Governor Newsom signed into law the Budget Act of 2020, which allocated an additional \$1.3 billion of State CRF monies, including \$10 million to Nevada County to be distributed over six months, in equal installments; and

WHEREAS, as a requirement of receiving CRF funding, on June 30, 2020, the County Chief Executive Officer designee completed the Certification for Receipt of Funds pursuant to paragraph (2) or (3) of subdivision (d) of Control Section 11.90 of the Budget Act of 2020, regarding the expenditure of CRF funds in accordance with the Certification and State and Federal requirements; and

WHEREAS, these Certification requirements under the Budget Act of 2020 require that the CFR funds be used to cover only those costs that (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) were not accounted for in the budget most recently approved as of March 27, 2020, for the State or local government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. Also required as condition of receipt of funds are adherence to federal and state health guidance and orders; use of funds as stated in Control Section 11.90 of the Budget Act of 2020; submission to the State of various reports on expenditures and return of unspent funds; and retention of records to support eligible expenses.

WHEREAS, on July 14, 2020, the Nevada County Board of Supervisors passed Resolution 20-319, thereby approving the County's CRF Expenditure Plan, which included allocating \$250,000-\$500,000 to municipal police departments; and

WHEREAS, the funding for the municipal police departments within Nevada County, in coordination with the Nevada County Sheriff's Office, is intended to create enhanced collaborative alignment to assist in complying with state health orders and other state and federal funding requirements, consistent with the Certification requirements under the Budget Act of 2020, outlined above; and

WHEREAS, the Parties desire to enter into this Memorandum of Understanding to outline their respective understandings and responsibilities regarding the allocation and expenditure of State CRF funding identified herein.

I. PURPOSE

This MOU delineates the understandings of the Parties relating to the allocation of CRF funding to City for use by the City of Nevada City Police Department in accordance with the Certification for Receipt of Funds pursuant to paragraph (2) or (3) of subdivision (d) of Control Section 11.90 of the Budget Act of 2020, and all other State and Federal requirements ("Certification for Receipt of Funds").

II. TERM

The term of this MOU shall commence as of August, 31st, 2020 and will remain in effect until August 31st, 2021, unless extended by mutual written agreement of the Parties, or terminated sooner pursuant to the termination provisions below.

III. UNDERSTANDINGS OF THE PARTIES

A. County:

1. The County will pass \$120,000 of CARES Act funds ("Funds") to the City on behalf of the City of Nevada City Police Department.

B. City:

1. City shall accept the Funds on behalf of the City of Nevada City Police

Department.

2. City agrees that the use of the Funds will be in strict compliance with the Certification for Receipt of Funds requirements, including reimbursement for costs incurred that:

- a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
- b. Were not accounted for in the budget most recently approved as of March 27, 2020 for the City of Nevada City.
- c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

3. The City further agrees to do all of the following as a condition of receipt of Funds:

- a. Adhere to: US Treasury Department Coronavirus Relief Fund guidance; the state's directives as defined in gubernatorial Executive Order N-33-20, any subsequent Executive Orders or statutes; all California Department of Public Health orders, directives, and guidance in response to COVID-19 emergency; and related local Public Health orders.
- b. Collaborate with the county Sheriff and other public safety entities to ensure that the community in the jurisdiction complies with orders in section 3.a. including providing education and taking enforcement actions as needed.
- c. Use the funds in accordance with all applicable provisions of subdivision (d) of Control Section 11.90 of the Budget Act of 2020.
- d. Report on expenditures by December 1, 2020. Reporting shall include a summary of all expenditures to date as well as projected expenditures through December 30, 2020. Any funds that are unspent by December 30, 2020 must be returned to the County.
- e. Retain records to support reported COVID-19 eligible expenditures and participate in audits as outlined by the federal government and State.

C. County and City

1. The Parties will work cooperatively in the carrying out of their respective roles and responsibilities in furtherance of this MOU. In the event of a conflict over the interpretation or implementation of the understandings set forth herein, the Parties agreed to meet in good faith to resolve the conflict.

2. The Parties understand and agree that the County's obligations herein

are limited to the pass-through of Funds to City. City shall be responsible for monitoring and complying with all state and federal laws, regulations, and limitations on the use of Funds, and agrees to take any/all necessary remedial action to ensure Funds are used accordingly.

IV. INDEMNIFICATION

City shall indemnify, defend and hold harmless the County 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 result from the negligent act, willful misconduct, or error or omission of the City, related to this MOU, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers. These indemnification provisions shall survive the termination of this MOU.

V. NOTICES

All notices to be provided under this MOU shall be in writing and service by first-class mail and shall be deemed received by the Parties below on the fifth (5th) day following the date of mailing, or the earlier date of personal service, as the case may be.

VI. TERMINATION

Either party may terminate this MOU with or without cause by providing a minimum of thirty (30) days' notice to the other pursuant to the Notice provisions in Section V above. Termination of this MOU shall not relieve City of its obligations to comply with the Certification for Receipt of Funds requirements outlined above with regard to Funds spent pursuant to this MOU, and City agrees to return to County any unused Funds at time of termination.

VII. AUTHORIZED SIGNATURE

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

VIII. 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.

County of Nevada

Alison Lehman

Alison Lehman (Sep 11, 2020 13:06 PDT)

Alison Lehman, CEO

Date: Sep 11, 2020

City of Nevada City

Catrina Olson

Catrina Olson (Aug 31, 2020 09:12 PDT)

Catrina Olson, City Manager

Date: Aug 31, 2020