

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF NEVADA HEALTH AND HUMAN
SERVICES AGENCY, SIERRA NEVADA MEMORIAL HOSPITAL
FOUNDATION, TAHOE TRUCKEE COMMUNITY FOUNDATION, AND
SIERRA BUSINESS COUNCIL, FOR THE DEVELOPMENT AND
OPERATION OF THE NEVADA COUNTY RELIEF FUND**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into by and between Nevada County through the Health and Human Services Agency, hereinafter referred to as "COUNTY," Sierra Nevada Memorial Hospital Foundation, hereinafter referred to as "FISCAL SPONSOR," Tahoe Truckee Community Foundation, hereinafter referred to as "TTCF," and the Sierra Business Council, hereinafter referred to as "MICRO-GRANT ADMINISTRATOR", collectively, the "Parties" and shall be effective when signed by all the Parties ("Effective Date").

WHEREAS, the Parties intend to collaborate and work cooperatively on the Nevada County Relief Fund Project ("Project") to provide financial support to local non-profits and small businesses impacted by COVID-19; and

WHEREAS, COUNTY participation in the Project represents a disbursement of public funds to serve the public purpose of establishing an emergency fund for the support of Nevada County residents impacted by the COVID-19 pandemic; and

WHEREAS, on April 14, 2020, the Board of Supervisors authorized the County to participate in the Project and contribute challenge grant funding in the amount of \$100,000; and

WHEREAS, attaining additional funds to expand the capacity of the Project will require coordination and cooperation between the Parties to this MOU; and

WHEREAS, FISCAL SPONSOR and TTCF have the expertise and legal authority to administer tax-deductible funds into which additional donations to Project may be accepted and from which Project funds may be distributed.

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE

This MOU delineates the understanding of the Parties with regard to the establishment and administration of the Project, including fundraising to support the Project, and distribution of Project funds. It is understood by and between the Parties that this MOU is specific to the promotion of community relief funds related to the Covid-19 emergency that will provide

flexible grants to community-based organizations, and resilience micro-grants to small businesses countywide.

II. **TERM**

The term of this MOU shall commence as of the Effective Date and shall terminate twelve (12) months from the Effective Date, unless this MOU is terminated sooner according to the termination clause herein, or the term is extended by mutual agreement of the parties.

III. **UNDERSTANDINGS**

A. **PARTIES** shall:

1. Collectively, develop a reporting and accounting structure within the FISCAL SPONSOR and TTCF structures that meets all specific needs of COUNTY funds within 90 days of fund distribution.
2. Collectively, recruit well-respected and qualified community volunteers to serve on a Community Advisory Council (“Advisory Council”) to engage partners, articulate community needs, approve grant applications, and lead high-level fundraising efforts.
3. Collectively, develop conflict of interest and operational policies to govern the Advisory Council, Working Group, and ad hoc teams thereof.

B. **COUNTY** shall:

1. Provide staff support to the Project and its various committees in collaboration with community partners and volunteers.
2. Establish the **Nevada County Relief Fund (“Relief Fund”)** with a challenge grant contribution of \$100,000, to serve the public purpose of establishing an emergency fund for the support of Nevada County residents impacted by the COVID-19 pandemic, in the following distribution:
 - \$50,000 of unrestricted General Fund money allocated to FISCAL SPONSOR to pass to MICRO-GRANT ADMINISTRATOR
 - \$40,000 of restricted Realignment funds allocated to FISCAL SPONSOR
 - \$10,000 of restricted Realignment funds allocated to TTCF for the “TTCF Emergency Response Fund”
3. Seek matching donations to the Relief Fund and TTCF’s Emergency Response Fund from local municipalities and other parties.

C. **FISCAL SPONSOR** shall:

1. Create and maintain a tax-deductible fund through which Relief Fund donations will be accepted and distributed to eligible recipients.
2. Collect and manage donations to the Relief Fund with an allowable administrative cost recovery not to exceed 3% of donated funds, as well as credit card and PayPal processing fees. Fiscal Sponsor shall keep an accounting of expenses.
3. Distribute Relief Fund grants to eligible recipients at the direction of the Advisory Council, once reviewed by Fiscal Sponsor to ensure compliance with its 501(c)(3) status
4. Pass funds raised for small businesses countywide to MICRO-GRANT ADMINISTRATOR for administration of the micro-grant program at the direction of the Advisory Council.
5. Adhere to its existing conflict of interest policy.

D. TTCF shall:

1. Create and maintain a tax-deductible fund through which County funds for the “TTCF Emergency Response Fund” donations will be accepted and distributed to eligible recipients.
2. Collect and manage donations to the Relief Fund with an allowable administrative cost recovery not to exceed 3% of donated funds.
3. Distribute County funds for the “TTCF Emergency Response Fund” to eligible recipients, determined by the TTCF Board, subject to realignment restrictions.
4. Adhere to its existing conflict of interest policy in awarding grants that utilize County funds.

E. MICRO-GRANT ADMINISTRATOR shall:

1. Receive Relief Fund funds from FISCAL SPONSOR with an allowable administrative cost recovery not to exceed 5%.
2. Manage grant application process, scoring, reviewing, and recommending to the Advisory Council.
3. Once reviewed by Fiscal Sponsor to ensure compliance with its 501(c)(3) status, distribute Relief Fund grants to eligible recipients at the direction of the Advisory Council.
4. Adhere to its existing conflict of interest policy in recommending grants that utilize Relief Fund Revenue.

IV. TERMINATION

Any party may terminate this MOU for any reason, or without cause, by giving 60 days written notice sent by Certified Mail to the duly authorized official of each party. The Parties desire to maintain effective working relationships and agree to meet in good faith to first attempt to resolve any disputes or other issues that may result in either party terminating this MOU early, including dispersal of any remaining funds.

V. AMENDMENTS

Any material changes to any of the clauses above must be mutually agreed upon by all Parties and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

VI. PARTIES AS INDEPENDENT

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

VII. INDEMNIFICATION

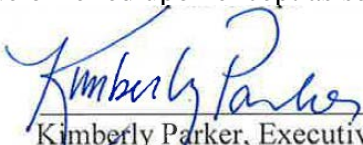
Each Party to this MOU will indemnify and hold harmless the other Parties and their officers, officials, employees, agents, and volunteers from and against any and all liabilities which result from the negligent act, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to this MOU.

VIII. 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.

IX. ENTIRE UNDERSTANDING

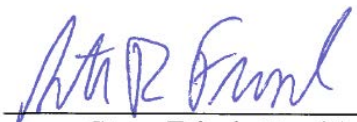
This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.



Kimberly Parker, Executive Director
Sierra Nevada Memorial Hospital Foundation
5/12/20
Dated: _____

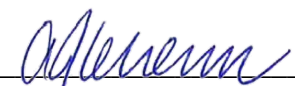


Stacy Caldwell, Executive Director
Tahoe Truckee Community Foundation,
5-18-20
Dated: _____



Steve Frisch, President
Sierra Business Council
5/17/2020

Dated:



Alison Lehman, County Executive Officer
County of Nevada, California
5/14/2020

Dated: