

MEMORANDUM OF UNDERSTANDING

#537-M1311

This Memorandum of Understanding (MOU) made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the City of Placerville, a municipal corporation, whose mailing address is 3101 Center Street, Placerville, CA 95667 (hereinafter referred to a "City");

WITNESSETH

WHEREAS, County has appropriated a contribution to City in the amount of \$20,000 to be used to extend aquatic center hours for the benefit of the public; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds

County will pay City for the purpose described below \$20,000. Payment shall be made within thirty (30) days of County's receipt of an invoice and no later than August 12, 2013. City shall use funds contributed by County to extend aquatic center hours as follows:

**EXTENDED SEASON
PROPOSED PROGRAM SCHEDULE
August 12, 2013 - September 2, 2013**

Monday – Friday

4:30-6:45 PM - Activity Pool Play
4:30-5:40 PM - Lap Swim
5:45-6:45 PM - Water Exercise

Saturday

9:15-10:45 AM - Lap Swim

11:00 AM - 3:15 PM - Public Swim

Sunday

11:15 AM - 12:45 PM - Lap Swim

1:00-5:30 PM - Public Swim

Funding is provided by County to extend aquatic center hours, to be conducted August 12, 2013 through September 2, 2013. If the extended hours are not provided as described herein, City shall return funds on a pro rata basis.

ARTICLE II

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE III

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
360 FAIR LANE
PLACERVILLE, CA 95667
ATTN: TERRI DALY, CHIEF ADMINISTRATIVE OFFICER

or to such other location as the County directs.

Notices to City shall be addressed as follows:

City of Placerville
3101 CENTER STREET
PLACERVILLE, CA 95667
ATTN: CLEVE MORRIS

or to such other location as City directs.

ARTICLE IV

Indemnity: The City shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the City’s services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the City, contractors and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of City to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Terri Daly, Chief Administrative Officer, or successor.


ARTICLE VII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 4/29/13
Terri Daly
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/7/13

By: 

RON BRIGGS Chairman
Board of Supervisors
"County"

ATTEST:
James Mitrisin, Clerk
of the Board of Supervisors

By: 

Deputy Clerk

Date: 5/7/13

-- CITY --

Dated: 4/24/2013

CITY OF PLACERVILLE
A MUNICIPAL CORPORATION

By: 

Cleve Morris
City Manager
"City"