



Memorandum of Understanding # 029-M-06/07

This Memorandum of Understanding (hereinafter referred to as "MOU") made and entered by and between the County of El Dorado Environmental Management Department (hereinafter referred to as "EMD") a political subdivision of the State of California, acting by and through County Service Area No. 3, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and the County of El Dorado General Services Department (hereinafter referred to as "GSD").

W I T N E S S E T H

WHEREAS, EMD and GSD are departments of the County of El Dorado and are overseen by the El Dorado County Board of Supervisors; and

WHEREAS, GSD has determined it is necessary to obtain an agency to provide snow removal services at their South Lake Tahoe Basin Buildings; and

WHEREAS, EMD Vector Control Division has the responsibility, experience and expertise to provide the services described; and

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

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

Scope of Services: EMD Vector Control Division agrees to provide all equipment, tools, material, labor, and incidentals necessary to perform snow removal services for the following:

- A. 1352/1354/1360 Johnson Blvd. and 1051 Al Tahoe Blvd., South Lake Tahoe**, also known as the Government Center. EMD will have the building ready to open by 8:00 A.M. Monday through Friday except Holidays; have the lot and designated walkways clear; will keep the Sheriff, Jail, and Police departments open 24 hours a day, seven days a week including Holidays.
- B. 1000 Rufus Allen Blvd., South Lake Tahoe**, also known as the El Dorado County Library: EMD will have the building ready to open by 9 :00 A.M. Tuesday through Saturday except Holidays; have the lot and designated walkways clear; and will plow access to service entrance by 8:00 A.M. Monday through Saturday.
- C. 3368 Lake Tahoe Blvd., South Lake Tahoe**, also known as the El Dorado Center: EMD will have the building ready to open by 8:00 A.M. Monday through Friday except Holidays.
- D. 1041 Al Tahoe Blvd., South Lake Tahoe**, also known as the Juvenile Treatment Facility: EMD will have the lot and designated walkways clear; and will keep open 24 hours a day, seven days a week including Holidays.
- E. All Locations:** EMD will keep all main drives plowed throughout storms during working hours; clear disability spots as needed; apply cinders as necessary; install and remove snow stakes in coordination with General Services.

ARTICLE II

Term: The term of this MOU shall be for the period of July 1, 2007 through June 30, 2008 unless terminated earlier in accordance with Article IV.

ARTICLE III

Compensation for Services:

A. For services provided, GSD agrees to pay EMD an estimated Five Hundred and Fifty (550) hours of snow removal at EMD'S current Board approved rate of \$120 per hour for fiscal year 2007/2008. EMD will prepare a journal entry for GSD approval when the snow season ends. An itemized invoice detailing hours worked will be attached. EMD will bill GSD only for hours actually worked.

B. The total payment under this MOU to GSD **SHALL NOT EXCEED THE ESTIMATED SIXTY SIX THOUSAND DOLLARS AND NO CENTS (\$66,000) WITHOUT WRITTEN AUTHORIZATION.**

ARTICLE IV

Termination: Either party hereto may terminate this MOU upon thirty (30) calendar day's written notice to the other party for any reason. If such termination is effected, GSD will pay for satisfactory services rendered by EMD prior to the effective date of termination.

ARTICLE V

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

ARTICLE VI

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, or in the El Dorado County Courier Mail System.

Notices to EMD shall be addressed as follows:

County of El Dorado
Environmental Management Department
2850 Fairlane Ct.
Placerville, CA 95667
Attention: Gerri Silva, Interim Director

Notices to GSD shall be addressed as follows:

County of El Dorado
Department of General Services
345 Fair Lane
Placerville, CA 95667
Attn: Joanne Narloch, Director

ARTICLE VII

Administration of MOU: The following County employees or officers are responsible for administering this MOU on behalf of their respective Departments:

Gerri Silva, Environmental Management Department Interim Director, or her successor;

Joanne Narloch, General Services Department Director, or her successor.

ARTICLE VIII

Authorized Signatures: The parties to this MOU represent that the undersigned individuals executing this MOU 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 IX

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year first below written.

EL DORADO COUNTY

ENVIRONMENTAL MANAGEMENT DEPARTMENT

By: _____
Gerri Silva, M.S., REHS
Interim Director

Dated: _____

GENERAL SERVICES DEPARTMENT

By: _____
Joanne Narloch,
Director

Dated: _____

BOARD OF SUPERVISORS

By: _____
Chair,
Board of Supervisors

Dated: _____

ATTEST:

By: _____
Cindy Keck,
Clerk of the
Board of Supervisors

Dated: _____