

MEMORANDUM OF UNDERSTANDING

#048-M1511

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 1, 2014. City shall use funds contributed by County to extend aquatic center hours as follows:

EXTENDED SEASON
PROPOSED PROGRAM SCHEDULE
August 1, 2014 - September 15, 2014

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-3:15PM- 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 1, 2014 through September 15, 2014. If the extended hours are not provided as described herein, City shall return funds on a pro rata basis.

ARTICLE II

Taxes: City certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by City to County. City agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE III

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 IV

Audit by California State Auditor: City acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, City shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

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 ELDORADO
CHIEF ADMINISTRATIVE OFFICE
360 FAIR LANE
PLACERVILLE, CA 956667
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 VI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VII

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 attorney's 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 VIII

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

ARTICLE IX

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 X

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: _____

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: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James Mitrison, Clerk
of the Board of Supervisors

By: _____ Date: _____

-- CITY --

Dated: _____

CITY OF PLACERVILLE
A MUNICIPAL CORPORATION

By: _____
Cleve Morris
City Manager
"City"