

## MEMORANDUM OF UNDERSTANDING

#501-M1111

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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 Highway 50 Association, a non-profit organization duly qualified to conduct business in the State of California whose mailing address is P.O. Box 454, Placerville, CA 95667 (hereinafter referred to as "Association")

### WITNESSETH

**WHEREAS**, County has appropriated a contribution to Association in the amount of \$10,000 to be used to assist with funding in support of the 2010 Annual Highway 50 Association Wagon Train from Nevada through El Dorado County, including Placerville; and

**WHEREAS**, County has determined this financial contribution will assist the Association to continue the tradition of re-enacting this annual, historic event; and

**WHEREAS**, the Wagon Train will provide a valuable public service in that it will celebrate the history of El Dorado County, promote tourism through extensive media coverage and offer students and families an educational opportunity by allowing them to participate in Wagon Train activities and relive and experience history in a first-hand manner.

**NOW THEREFORE**, the parties do hereby agree as follows:

### ARTICLE I

#### Payment and Use of Funds

No later than May 31, 2011, County will advance funds to the Association in the amount of \$10,000. Use of funding shall include, but not be limited to:

Teamster, 11 horses and wranglers for Lead Hitch

Teamster, 3 horses and wranglers for Third Wagon

Funding is provided for the Wagon train from Nevada through El Dorado County including Placerville, to be conducted June 4, 2011 through June 12, 2011. Within thirty (30) days of

completion of the event, the Association shall provide a statement, in reasonable detail, regarding the disposition of the funds and shall return any unused funds. If the advanced funds have not been used for the purpose stated herein within sixty (60) days following execution of this MOU, all funds shall be returned to County.

## **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  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Terri Daly, Chief Administrative Officer

or to such other location as the County directs.

Notices to Association shall be addressed as follows:

Highway 50 Association  
P.O. Box 454  
Placerville, CA 95667  
ATTN: Viola M. Tara

or to such other location as Association directs.

## **ARTICLE IV**

**Indemnity:** The Association 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 Association's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Association, subAssociation(s) 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 Association to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE V**

**Insurance:** Association shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Association maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Association as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Association in the performance of the Agreement.
- D. Association shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- F. Association agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Association agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Association agrees that no work or services shall be performed prior to the giving of such approval. In the event the Association fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

- H. The Association's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Association's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Association shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- K. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- L. Association's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. In the event Association cannot provide an occurrence policy, Association shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- N. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **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: \_\_\_\_\_  
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: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**-- ASSOCIATION --**

Dated: \_\_\_\_\_

HIGHWAY 50 ASSOCIATION  
A NON-PROFIT ORGANIZATION

By: \_\_\_\_\_  
Viola M. Tara  
President  
"Association"

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Secretary