

**MEMORANDUM OF UNDERSTANDING**

**281-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 Marshall Medical Center, a non-profit public benefit corporation duly qualified to conduct business in the State of California whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Marshall")

**WITNESSETH**

**WHEREAS**, on June 10, 2014, the Board of Supervisors appropriated a contribution to Marshall in the amount of \$800,000 to be used to assist with building renovation, construction, and/or the purchase of new equipment related to the expansion of the Marshall Cancer Center to be located at 3581 Palmer Drive, Bldg. 400, Cameron Park, California; and

**WHEREAS**, County has determined this one-time financial contribution serves a public purpose in the preservation of the general public health and welfare in that it will enable the expansion of cancer treatment services that will be locally available and of benefit to County residents; and

**WHEREAS**, the location of a state-of-the-art cancer treatment facility within the County presents an opportunity for economic development in that it may create jobs for local residents, and attract business, and new residents.

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

**ARTICLE I**

**Payment and Use of Funds**

Within thirty (30) days of execution of this MOU, County will advance funds to Marshall in the amount of \$800,000. Funds shall be used solely to assist with building renovation, construction, and/or the purchase of new equipment for the Marshall Cancer Center.

Within thirty (30) days of completion of the Cancer Center expansion, Marshall 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, all funds shall be returned to County within sixty (60) days following County's request for repayment.

**ARTICLE II**

**Audits Required:** Marshall shall submit a year-end audited financial statement covering all fiscal years during which Marshall expends funds provided pursuant to this MOU.

Marshall shall maintain all records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this MOU, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

Marshall's facility or office or such part thereof as may be engaged in the performance of this MOU and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives.

### **ARTICLE III**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this MOU is greater than \$10,000.00, this MOU 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 MOU, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant 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 MOU.

### **ARTICLE IV**

**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 authorized officers of the parties hereto.

### **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 EL DORADO  
Chief Administrative Office  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Pamela Knorr, Interim Chief Administrative Officer

or to such other location as the County directs.

Notices to Marshall shall be addressed as follows:

Marshall Medical Center  
1100 Marshall Way  
Placerville, CA 95667  
ATTN: Contracts Department

or to such other location as Marshall directs.

**ARTICLE VI**

**Indemnity:** Marshall shall defend, indemnify, and hold 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 Marshall's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Marshall, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Marshall to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**ARTICLE VII**

**Administrator:** The County Officer or employee with responsibility for administering this MOU is Pamela Knorr, Interim Chief Administrative Officer, or 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 or exhibits hereto are the entire MOU between the parties and they incorporate or supersede all prior written or oral MOUs or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 11/25/19  
Pamela Knorr  
Interim Chief Administrative Officer



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

-- COUNTY OF EL DORADO --

Dated: 11-17-14

By:   
Ron Mikalaco, 2nd Vice Chairman  
Board of Supervisors  
"County"

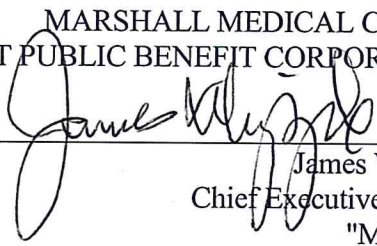
ATTEST:  
James S. Mitrison, Clerk  
of the Board of Supervisors

By:   
Deputy Clerk Date: 11-17-14

-- MARSHALL --

Dated: 11.5.2014

MARSHALL MEDICAL CENTER  
A NON-PROFIT PUBLIC BENEFIT CORPORATION

By:   
James Whipple  
Chief Executive Officer  
"Marshall"