

MEMORANDUM OF UNDERSTANDING
#181-M1411

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 Sustainable Tahoe, a non-profit organization, duly qualified to conduct business in the State of California, whose mailing address is PO Box 3206, Incline Village, Nevada 89450 (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 3rd Annual Tahoe Geotourism Expo providing activities and adventures that demonstrate how visitors can enrich their connection to the region while maintaining the Lake's water clarity and increasing economic well-being; and

WHEREAS, County has determined this financial contribution will assist the Association to showcase the collaboration of lead-by-example businesses, government agencies and non-profit organizations in sustainability and geotourism; and

WHEREAS, Sustainable Tahoe will provide a valuable public service in that it will facilitate the adoption of sustainable stewardship by showcasing, cultivating and connecting models of success; and

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

ARTICLE I

Payment and Use of Funds: No later than September 6, 2013, the County will advance funds to the Association in the amount of \$10,000. The use of funding shall include, but not be limited to:

A two day Geotourism Expo to be held in multiple locations around the Lake Tahoe region on September 7-8, 2013.

The Association also agrees to provide the County with one vendor booth at Lakeview Commons on Saturday, September 7, 2013 from 8:00 A.M. to 2:00 P.M. and one vendor booth at Sand Harbor on Saturday, September 7, 2013 from 3:00 P.M. to 8:00 P.M.

By December 1st of contract year, the Association shall provide a statement, in reasonable detail, regarding the disposition of 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 the scheduled event, all funds shall be returned to the County.

The total amount of this agreement shall not exceed \$10,000.

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 ELDORADO CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: KIMBERLY KERR, ASSISTANT CHIEF ADMINISTRATIVE OFFICER

Or to such other location as the County directs.

Notices to Association shall be addressed as follows:

SUSTAINABLE TAHOE
PO BOX 3206
INCLINE VILLAGE, NV 89450
ATTN: JACQUIE CHANDLER

Or to such other location as the 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 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(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 Contractor 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 County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- B. Association shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- C. 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.
- D. 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 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.
- E. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- F. 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 in excess of the Association's insurance and shall not contribute with it.
- G. 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.
- H. 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.
- I. 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.
- J. Association's obligations shall not be limited by the foregoing insurance requirements and

shall survive expiration of this Agreement.

- K. 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.
- L. 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 protection of the County.

ARTICLE VI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Kimberly Kerr, Assistant 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 VIII

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.

ARTICLE IX

Audit by California State Auditor: Consultant 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, 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 Agreement.

Requesting Department Head Concurrence:

By:

Dated:

Kimberly Kerr
Assistant Chief Administrative Officer
Chief Administrative Office

-- COUNTY OF EL DORADO --

By:

Dated:

Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

-- CONTRACTOR --

Sustainable Tahoe
A Nevada non-profit organization

By:

Dated:

Jacquie Chandler
Executive Director
Sustainable Tahoe

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