

MEMORANDUM OF UNDERSTANDING

282-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 CASA El Dorado, a non-profit organization duly qualified to conduct business in the State of California whose principal place of business is 347 Main Street, Placerville, CA 95667 (hereinafter referred to as "CASA EL DORADO")

WITNESSETH

WHEREAS, the mission of the National Court Appointed Special Advocate (CASA) Association, together with its state and local members, is to support and promote court-appointed volunteer advocacy so that every abused or neglected child can be safe, establish permanence and have the opportunity to thrive; and

WHEREAS, CASA programs have operated successfully nationally for the past thirty-five years; and

WHEREAS, in the County of El Dorado, CASA EL DORADO, a 501©(3) non-profit organization, has operated successfully for the past twenty years; and

WHEREAS, in 1996 the role of CASA was formally adopted into the national Child Abuse Prevention Treatment Act (CAPTA) and has remained an integral part of the law in various updates and amendments since that time: and

WHEREAS, the role of CASA has been adopted into the Welfare & Institutions Code §100 et seq.; and

WHEREAS, pursuant to Welfare & Institutions Code §103(c), each CASA in an officer of the court and pursuant to §102(c), each CASA must provide independent factual information to the court regarding the cases to which he or she is assigned, while representing the best interest of the children involved in the cases to which he or she is appointed; and

WHEREAS, CASA provides a valuable public service by maintaining an independent voice for neglected and/or abused children in court, as provided by State law; and

WHEREAS, the County has identified funding for a contribution to CASA EL DORADO in the amount of \$75,000 to be used in support of providing services for neglected and abused children in El Dorado County; and

WHEREAS, the County has determined that this financial contribution will assist CASA EL DORADO to continue providing valuable services to the at-risk youth in our county.

NOW THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds

Within thirty (30) days of execution of this Agreement, County will advance funds to CASA EL DORADO in the amount of \$75,000 for the period of July 1, 2014 through June 30, 2015. Funds shall be used solely in support of providing services for neglected and abused children in El Dorado County.

Upon County's request, CASA EL DORADO 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: CASA EL DORADO shall submit a year-end audited financial statement covering all fiscal years during which CASA EL DORADO expends funds provided pursuant to this Agreement.

CASA EL DORADO shall maintain client 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 Agreement, 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.

CASA EL DORADO's facility or office or such part thereof as may be engaged in the performance of this Agreement 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 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.

ARTICLE IV

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 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 CASA EL DORADO shall be addressed as follows:

CASA EL DORADO
347 Main Street
Placerville, CA 95667
ATTN: John Adams

or to such other location as CASA EL DORADO directs.

ARTICLE VI

Indemnity: CASA EL DORADO 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 CASA EL DORADO's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, CASA EL DORADO, 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 CASA EL DORADO 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 Agreement is Pamela Knorr, Interim Chief Administrative Officer, or successor.

ARTICLE VIII

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 IX

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: _____

Pamela Knorr
Interim Chief Administrative Officer

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

By: _____ Date: _____

Deputy Clerk

-- CASA EL DORADO --

Dated: _____

CASA EL DORADO
A NON-PROFIT ORGANIZATION

By: _____

John Adams
Chief Executive Officer
"CASA EL DORADO"

By: _____

Corporate Secretary