

MEMORANDUM OF UNDERSTANDING

BETWEEN

El Dorado Community Foundation

AND

El Dorado County District Attorney's Office

This Memorandum of Understanding (hereinafter referred to as MOU) is made on this 30th day of September, 2011.

WHEREAS,

- A. The El Dorado Community Foundation wishes to support the efforts of the District Attorney's work with regard to investigation and prosecution of criminal actions against older adults who are victims of abuse, neglect, and/or exploitation.
- B. The El Dorado Community Foundation is an established philanthropic organization.
- C. The Parties are desirous of entering into this MOU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF CO-OPERATION

- 1.1 The Parties agree to collaborate efforts in the areas of:
 - a) The investigation and prosecution of elder abuse, neglect and exploitation.
 - b) Any other areas of co-operation as agreed to by the Parties from time to time.
- 1.2 The Parties to this MOU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's function.

- 1.3 In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

2. DURATION AND TERMINATION

- 2.1 This MOU shall remain in effect for one year (*) years from the effective date or until terminated by either party with thirty (30) days written notice.
- 2.2 This MOU may be extended for a further period as may be agreed in writing by the Parties.

3. FINANCIAL ARRANGEMENTS

- 3.1 The El Dorado Community Foundation is granting Thirty-Two Thousand Dollars and no/100 (\$32,000.00) for the sole purpose of supporting a special investigator whose purpose is detailed in 1.1 (a). This MOU shall not give rise to any other financial obligation by one Party to the other.
- 3.2 Each party shall bear its own cost and expenses in the implementation of this MOU.

4. CONFIDENTIALITY

- 4.1 Each Party shall undertake to observe the confidential information received from or supplied to the other Party during the period of implementation of this MOU or other agreements made pursuant to this MOU.
- 4.2 For purposes of this MOU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MOU involving technical, business, marketing, policy, know-how, planning, project management, and other information, data and/or solutions in any form, including, but not limited to, any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 4.3 Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MOU.

5. SETTLEMENT OF DISPUTES

- 5.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.
- 5.2 In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

6. NON CONTRACTUAL NATURE OF RELATIONSHIP

- 6.1 Save for Clause 4, the Parties agree that this MOU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.
- 6.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.
- 6.3 The Parties acknowledge that this MOU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

7. REVISION, VARIATION AND AMENDMENT

- 7.1 Either Party may request in writing a revision, variation or amendment of this MOU.
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MOU.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MOU before or up to the date of such revision, variation or amendment.

8. SUPERVENING EVENTS

- 8.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party.
- 8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MOU, the Parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

9. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MOU shall be in writing and delivered personally or sent by mail or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

To : El Dorado Community Foundation
Address : 3097 Cedar Ravine Road, Placerville, California 95667
Attention : William Roby
Telephone : 530-622-5621
E-mail : broby@eldordocf.org

To : El Dorado County District Attorney's Office
Address : 515 Main Street Placerville, California 95667
Attention : Vern Pierson
Telephone : 530-621-6421
Fax no. : 530-621-1280
E-mail : vern.pierson@edcgov.us

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IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, sign this MOU on the date as above written.

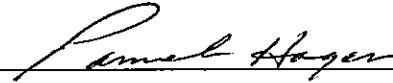
Signed by
For and on behalf of

WILLIAM ROBY
The El Dorado Community Foundation



In the presence of

PAMELA HAGEN
The El Dorado Community Foundation



Signed by
For and on behalf of

VERN PIERSON
District Attorney, El Dorado County



In the presence of

JODI ALBIN
Fiscal Administrative Manager
El Dorado County District Attorney

