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 2008 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:

After execution of this Memorandum of Understanding and prior to the start date of the Wagon Train, County will advance funds to the Association in the amount of \$10,000. Use of funding shall include, but not be limited to, teamster, 12 horses and wranglers for lead hitch; teamster, 3 horses and wranglers for third wagon to conduct the Wagon Train from Nevada through El Dorado County including Placerville, with actual dates of event being scheduled for May 31 through June 7, 2008. Following 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 one (1) year of execution of this MOU, all funds shall be returned to County.

This document constitutes the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Understanding the day and year first below written.

## --- COUNTYOF EL DORADO---

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

By: \_\_\_\_\_

Bonnie Rich, Purchasing Agent "County"

## ---ASSOCIATION ---

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

HIGHWAY 50 ASSOCIATION A NON-PROFIT ORGANIZATION

By:\_\_\_\_\_

Viola Tara President "Association"