

MEMORANDUM OF UNDERSTANDING

#241-M1511

1/31/15 – draft #3

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 Tahoe Paradise Resort Improvement District, a public corporation of the State of California (hereinafter referred to as "DISTRICT"), whose mailing address is P.O. Box 550575, South Lake Tahoe, CA 96155;

WITNESSETH

WHEREAS, the COUNTY and the DISTRICT are desirous of entering into an agreement whereby the COUNTY would provide administrative support services for the DISTRICT; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

NOW THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Scope of Services

COUNTY agrees to furnish the DISTRICT with personnel and equipment necessary to provide administrative support services, including but not limited to:

- Processing of expense invoices for payment
- Reconciliation and processing of deposits
- Set-up vendor accounts for processing payment of invoices
- Review current rental operations and provide recommendations for policies and procedures as needed
- Establish insurance requirements for rentals and contract services
- Review current insurance for Park and provide recommendations for changes as needed
- Coordinate website development with DISTRICT and establish a process for ongoing updates to website
- Legal - General
- Facilitate the development of a Personnel Policy for park employees
- Provide a Facilities Assessment and establish procedure for implementation of recommendations of the assessment for the maintenance for the park and facilities
- Establish purchasing guidelines
- Coordinate with DISTRICT on the preparation of fiscal year budget and establish procedures for the management of the budget

ARTICLE II

Term

This MOU shall become effective upon final execution by all parties hereto and shall expire twelve months thereafter. Either party may terminate the MOU prior to its expiration upon a 60 day notice to the other party.

ARTICLE III

Compensation for Services: COUNTY will assist the DISTRICT with the administrative services identified in ARTICLE I. COUNTY shall not charge the DISTRICT for such services as the COUNTY desires that the DISTRICT maintain its facilities to provide recreational opportunities in the Tahoe Basin for the citizens of El Dorado County.

ARTICLE IV

Changes to Agreement: 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:

Notices to DISTRICT shall be addressed as follows:

CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: CHIEF ADMINISTRATIVE OFFICER

or to such other location as the COUNTY directs

Notices to the DISTRICT shall be addressed as follows:

TAHOE PARADISE RESORT IMPROVEMENT DISTRICT
P.O. BOX 550575
SOUTH LAKE TAHOE, CA 96155
ATTN: CHAIR OF TPRID BOARD

or to such other location as DISTRICT directs.

ARTICLE VI

Change of Address: In the event of a change in address for District's principal place of business, District's Agent for Service of Process, or Notices to District, District shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VII

Indemnity: The DISTRICT 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 DISTRICT'S services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the DISTRICT, contractors 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 DISTRICT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE VIII

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

ARTICLE IX

Administrator: The County Officer or employee with responsibility for administering this Agreement is the Chief Administrative Officer or successor.

ARTICLE X

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 XI

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: _____
Chief Administrative Officer

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Brian Veercamp
Chair
El Dorado Board of Supervisors

ATTEST:

By: _____ Date: _____
James Mitrison, Clerk
of the Board of Supervisors

-- TAHOE PARADISE RESORT IMPROVEMENT DISTRICT --

Dated: _____

By: _____
Sue Novasel
Chair
Tahoe Paradise Resort Improvement District