

AGREEMENT NO. __-__

(Agreement Between the County of Yolo and the Yolo County Historical Museum Corporation)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the Yolo County Historical Museum Corporation, (a non-profit corporation of the State of California (“Corporation”)).

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is the owner of certain historical artifacts (“historical collection”) located at 512 Gibson Road in the City of Woodland and the owner of the real property located at 508 Gibson Road in Woodland, California (“Property”); and

***WHEREAS**, the Corporation and the County first agreed on December 19, 1984, that the Corporation would manage the Yolo County Historical Museum by operating the Museum at 512 Gibson Road (the Gibson House and grounds) and collecting, recording, preserving and exhibiting items that best portray the history of Yolo County ("the collection"), the County recognizes that the Corporation has a vested interest in the Gibson House and the collection regardless of which entity is steward of the property;*

WHEREAS, the County desires the promotion of Yolo County history, through multiple changing historical collection exhibits, in locations throughout the community, *including the Gibson House*, that display the varied experiences, ethnicities, and cultures of Yolo County;

WHEREAS, the Corporation’s purposes are the promotion and preservation for posterity of the historical heritage of Yolo County; and

WHEREAS, the County and the Corporation desires to enter into an agreement in order that the Corporation may advise the County Curator in strategic planning and promotion of the Yolo County historical collection, which excludes items placed under the auspices of Yolo Archives, in locations throughout the community, including the Gibson House property, and assist in its preservation; and

WHEREAS, the County and Corporation further agree to rescind in its entirety Agreement No. 08-51A entered into between the parties on March 11, 2008 as well as to rescind in its entirety Agreement No. 02-132 entered into between the parties on May 9, 2002.

NOW, THEREFORE, the County and the Corporation agree as follows:

I. OPERATIONS

In return for the mutual commitments in this Agreement, the County and Corporation agree to do the following in connection with the County's historical collection, *including the Gibson House historical house and grounds*:

- A. The Corporation shall advise and assist the County Curator in the promotion and exhibition of the historical collection. Specifically, the role of the County Curator will be to manage and preserve the historical collection while the role of the Corporation shall be to advise and assist the County Curator in strategic planning, promotion, and implementation of exhibitions for the historical collection.
- B. The Corporation shall do the following:
 - a. Provide strategic planning oversight of exhibitions and events that promote the history of Yolo County and the County's historical collection;
 - b. *Advise the County regarding the historical compliance with architectural updates to the Gibson House house and grounds.*
 - c. Review and provide recommendations to the County Curator regarding policies for accession, deaccession and preservation of the historical collection. The County Curator shall have final approval regarding policies and the interpretation and implementation thereof.
 - d. Provide educational outreach and/or programming regarding County and regional history.
 - e. Establish community partnerships and collaborations for historical exhibitions and educational opportunities.
 - f. Conduct fundraising events of which ~~15%~~ 10% of the net revenues (i.e., gross revenue less direct costs and expenses incurred) will be provided to the County within 30 days of the event for deposit in the County Treasury in a fund restricted to use by the County to support the preservation and exhibition of the County's historical collection.
 - g. *Should the County be unable to support the position of County Curator, the Corporation shall take on the rights and responsibilities of the Curator.*
- C. The County will form a Collection Review Committee to guide a full review of the historical collection and conduct a deaccession of approved items. The Corporation may appoint up to two experts who have a degree and/or have worked in the field of history, archeology, *anthropology, architectural preservation*, or museum studies to serve as members on the committee. As indicated above, the County Curator shall have final approval regarding the accession or deaccession of items.
 - a. The County and the Corporation shall collaboratively fund the storage needs of the collection during the full review of the historical collection. The County contributed \$21,411.14 towards conversion of a garage into preservation storage space for the collection. The Corporation shall contribute ~~\$10,000~~ \$8,500 towards storage shelves and/or related storage materials for the collection as agreed upon by the Corporation and the County Curator.
 - b. *Should the Collection Review Committee disagree with the County Curator on any issue, and an agreement cannot be reached, the Collection Review Committee has the right to appeal to the County Administrator for a decision.*

- D. The Corporation will develop and implement a Strategic Plan every five (5) years. The Strategic Plan shall, among other things, include specific goals and implementation measures addressing each of the material obligations of the Corporation under this Agreement.

II. STRUCTURE

- A. The Board of Supervisors (Supervisors) shall appoint (5) members to the Corporation's Board of Directors (Directors). The appointees shall consist of at least one resident from each supervisor's district. The Directors shall be entitled to make non-binding recommendations to the Board of Supervisors to fill Board vacancies. The Corporation shall appoint (2) members (at-large) to the Directors. The Yolo County Historical Society *and Gibson Gardeners* shall also serve as members. *The Corporation will inform the County about each status change to a Director's assignment.*
- B. The Chair of the Board of Supervisors, or his/her designee, and the County Curator, or his/her designee, shall serve as County liaisons to the Board of Directors but shall not be members of the Board.
- C. The historical collection remains the property of the County. The ability to accession items into or deaccession items out of the historical collection rests with the County Curator, or his/her designee, under the advisement of the Collection Review Committee. Nothing in this Agreement authorizes the Corporation to transfer or encumber the County's historical collection.

III. REPORTING

- A. The Corporation will submit to the County on or before August 1, 2019 and at each twelve (12) month period thereafter, a list of all expenditures and revenues made and received by it in connection with this agreement, and a narrative report of its operations, each report to cover the preceding twelve (12) month period; the period shall coincide with the County's fiscal year.
- B. Following the submittal of the report, the Corporation shall provide an annual update to the Board of Supervisors which summarizes the content of the report.
- C. The Corporation will adopt an annual budget and will, no later than February 15, submit to the County Administrator, a final budget, said budget to cover the succeeding fiscal year beginning July 1.
- D. The Corporation is to establish and submit a yearly and quarterly event work plan to the County Administrator by July 1.

IV. ADDITIONAL ITEMS

- A. The County agrees to maintain insurance, or a program of self-insurance, on the historical collection, said insurance (or self-insurance) to cover the Corporation, its officers, agents and employees, from the consequences of the perils of fire,

wind, storm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, theft and unexplained disappearance. This agreement does not release from liability the Corporation or Directors for circumstances arising from mis, mal, or non-feasance.

B. The County hereby grants to the Corporation a license to utilize the Premises for *# a maximum of twelve (12)* days rent free annually for events. Additional days may be acquired upon the mutual agreement and terms of both the Corporation and the operator of the Premises (“Operator”). The stipulations and process for use of the Premises is as follows:

- a. The *# twelve (12)* days must be utilized within a calendar year. Any days unused at the end of the calendar year will not be rolled over to the next year.
- b. ~~The exact dates and event descriptions are to be provided to the Operator on August 1 for the upcoming calendar year for approval.~~
- c. The days requested may not exceed *two (2)* days per month.
- d. Response, with approval or denial of the individual days, shall be provided by the Operator within 30 days of receipt of the request. For any calendar days denied, the Operator shall provide an alternative day similar to (in both time and day of the week) what was requested. If no agreement is reached, then the Corporation may appeal to the County Administrator or his/her designee for final determination.
- e. All events must be compatible with the urban neighborhood setting of the property and its historical character. All events must also be consistent with the provisions of any event policy maintained by the Operator and applied uniformly to events held at the Premises. ~~This would include the provision of an event deposit fee, in accordance with any event policy, that would be returned following an event.~~
- f. Private event liability insurance covering property damage and bodily injury must be provided for each event in the amount of \$3 million per occurrence or general liability insurance for the Corporation showing similar coverage must be provided. The County must be listed as an additional insured on each such policy.
- g. If an event description presented by the Corporation is similar to an event the Operator is already planning, the Operator may deny the request, but only if an offer is made to partner with the Corporation on the event. If the Corporation decides to partner on an event with the Operator it will count towards one of their *#* days. This can occur for up to two partnering events, any additional events partnered on will not count towards the Corporation’s *# twelve (12)* days.
- h. *The Corporation shall have two standing annual events each year, including the May Festival on the third Sunday in May, and the Santa Sunday event on the first Sunday following the week after the Christmas Parade in Woodland, CA.*

- i. The Corporation must provide ~~their~~ *its* own security, set-up, clean-up, and trash disposal for each day they utilize the property. The Operator will not be required to have a staff member onsite during any of the Corporation's events.
 - j. The Corporation has up to *sixty (60)* days before an approved day to cancel. An alternative day will be provided, if requested and if possible. If a cancellation is provided less than *sixty (60)* days prior to the scheduled event or if the Operator does not conduct an event on the scheduled day, and no cancellation was provided, then a fee equal to the Operator's established event deposit fee will be paid by the Corporation to the Operator.
- C.** The Corporation will meet with the County Curator and Operator of the Premises at least two times per year to discuss event calendars and to discuss opportunities for incorporating historical collection items into exhibits at the Premises.
- D.** The Corporation certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.
- E.** Activities and operations of the Corporation, particularly ~~in regard to~~ *regarding* the historical collection, will be carried out in a manner that complies with all applicable Federal, State and County statutes, ordinances, regulations, directives and laws.
- F.** *The County agrees to support the Corporation with \$40,000 annually for the first two years until the Corporation can develop its own funding sources.*

V. RENTAL PROPERTY

- A.** The County hereby grants to the Corporation a license to occupy and use the property located at 508 Gibson Road, Woodland, California ("Property"), as administrative space for its organization, and not for any other purpose (including but not limited to residential use).
- B.** A restricted capital improvement fund for the Property will be established by the County in the County treasury. Annually, 5% of the net revenues (i.e., gross revenue less direct costs and expenses incurred) from fundraising events by the

Corporation will be provided to the County within 30 days of the event for deposit in the County Treasury in the restricted fund. This fund will be utilized by the County for large repair and/or capital improvements at the Property. Necessary capital improvement costs, not covered by available funds, will be the responsibility of the County to generate revenue for, including grant writing and/or general fund allocations.

- C. The County will be responsible for all capital improvements (not including routine maintenance and repairs) necessary for the operation and safety of the property. The County will also pay all utility and water costs up to \$2,880 annually. This amount may increase by up to 3% per year, with approval provided by the Director of General Services, in accordance with any increases in the utility and water cost rates.
- D. The Corporation will clean and maintain all interior and exterior spaces on the property and its grounds, including janitorial and grounds keeping services. The Corporation will also cover costs associated with the repair and upkeep of the property due to basic use. This will include regular HVAC inspections and general maintenance as well as regular pruning of trees on the property. The Corporation must get prior written approval from the Director of General Services, or his/her designee, for any general maintenance repairs above \$1,000, ~~however, the Corporation would still be responsible for the cost.~~ *for which the County would be responsible for the cost.*
- E. When basic use requires larger repairs, the County will be utilized to complete the necessary repairs paid for by the County. The capital improvement fund described in (Section V. B.) may be utilized to pay for these large repairs. The Corporation and Director of General Services, or his/her designee, shall determine when a repair or capital improvement is beyond general maintenance or basic use. If no agreement may be reached, then appeal may be made to the CAO, or his/her designee, for final determination. The County must also provide reasonable advance notice to the Corporation before conducting any capital improvements that may disrupt the Corporation's use of the property.
- F. The Corporation will be responsible for obtaining, funding, and maintaining any internet, phone services, or other form of technology at the property necessary or desirable for its administrative purposes.
- G. The County agrees to obtain and maintain insurance, or a program of self-insurance, on the Property, said insurance or self-insurance to cover the action and omissions of the Corporation, its officers, agents and employees, and the perils of fire, wind storm, hail, explosion, riot, attending a strike, civil commotion, aircraft, smoke, and theft.
- H. Should the County sell the Property for any reason, the Corporation is entitled to the *principal of \$200,000 from the proceeds and any equity built from that \$200,000, but not less than \$215,000* of the sale plus repayment of any amount that was repaid to the County from the County's prior annual contributions to the Corporation up to \$15,000; provided, however, that should the Property sell for less than \$215,000, the Corporation shall be entitled to all of the proceeds of the sale, less any and all costs involved in the sale.

VI. AGREEMENT

- A. Agreement No. 05-51A is hereby rescinded in its entirety.
- B. Agreement No. 02-132 is hereby rescinded in its entirety.
- C. The Corporation shall update its bylaws (and Articles of Incorporation, if necessary) to reflect this Agreement within 3 months of its full execution.
- D. Through the provision of a rent-free facility, *purchased with monies from the Corporation*, including the coverage of utility and capital improvement costs, the parties recognize and agree that County financially supports the Corporation for the historical collection operations provided through this Agreement.
- E. The services and obligations required of the Corporation under this Agreement are not assignable in whole or in part. In addition, the Corporation shall not subcontract any portion of the services required of YoloArts by this Agreement without the express written consent of the Board of Supervisors.
- F. This Agreement shall be deemed to have been fully executed and will take effect on _____, 20___. This Agreement may be terminated by either party at any time by giving written notice thereof to the other party at least thirty (30) days prior to the effective date of termination. All rights under this Agreement, including but not limited to the right to use and occupy the rental property described above, terminate as of the effective date of termination. It is the intention of the County to maintain the County Curator position as budgetary means allow. However, if the County Curator position does not continue, then this Agreement may be reviewed by both parties to make necessary revisions to reassign responsibilities of the County Curator to one or more other individuals (including but not limited to County employees), *with the full rights and responsibilities being assigned to the Corporation prior to a new agreement can be established.*
- G. This Agreement constitutes the entire agreement between the County and Corporation and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CORPORATION

Yolo County Historical Museum Corporation

By _____

COUNTY OF YOLO

By _____
_____, Chair
Board of Supervisors

By _____

[NOTE: Insert Name/Title]

Attest:

Board of Supervisors, Clerk

By _____
Deputy (Seal)

Approved as to Form:

, County Counsel