

AGREEMENT NO. __-__
(Agreement Between the County of Yolo and YoloArts)

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 YoloArts, a non-profit corporation of the State of California. The County and YoloArts are referred to in this Agreement singularly as the “Party” and collectively as the “Parties”.

W I T N E S S E T H

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 owns real property located at 512 Gibson Road in the City of Woodland (“Property”) which includes the historic Gibson House, landscaped grounds, and outbuildings. The County also owns a collection of historic artifacts (the “Collection”). Many of these artifacts are stored or displayed at the Property. The Collection includes items associated with the Gibson family; and

WHEREAS, the County desires the preservation and expanded public use of the Property for the benefit of the Yolo County community as a cultural center that incorporates history in its programming; and

WHEREAS, YoloArts is a non-profit dedicated to cultivating and enriching the lives of Yolo County residents and visitors through support of the arts, artists, and arts education; and

WHEREAS, YoloArts seeks to establish a cultural center with programming and services that reflect the art, history, and culture of Yolo County; and

WHEREAS, the County and YoloArts desire to enter into an agreement to grant YoloArts a license to occupy and use the premises of the Property as a cultural center, providing programming and education that blend history and artistic activity while also providing the public with a historical venue for private events; and

WHEREAS, this Agreement reflects the shared vision of the County and YoloArts concerning the Property. This shared vision includes:

1. Continuing and possibly expanding guided tours of the Property for County students, with a focus on the Property as an historic resource, providing insights into significant aspects of the County’s history.
2. Making the Property available for other programs that are consistent with the Property’s historic character, such as the historic garden maintained on the Property.

3. Maintaining and preserving the Property, particularly the historic Gibson House residence (the “Mansion”) and other features that contribute to the Property’s historic character.
4. Use of the Property as a cultural center, incorporating the visual and performing arts, while retaining and honoring the historic character of the Property.
5. The availability of the Property for private events, with the revenue raised by such events used to support both YoloArts activities and ongoing maintenance and preservation of the Property; and

WHEREAS, the County and YoloArts believe that the expanded use of the Property, for both historic and cultural events, will increase visitation, enhance the Property’s prominence as a historic and cultural center, provide additional revenue to ensure the long-term viability and maintenance of the Property, and provide expanded opportunities for cultural and historic activities. The County and YoloArts believe that the use of the Property for cultural activities can honor, and be compatible with, the Property’s historic character, and intend that the Property will be used in this manner. The County and YoloArts intend that this agreement should be interpreted and implemented in a manner that achieves this shared vision.

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

I. OPERATIONS

In return for the mutual commitments in this Agreement, the County and YoloArts agree to do the following in connection with the Property:

A. GENERAL TERMS

- a. YoloArts will operate and manage the Property as a cultural center on behalf of the County.
- b. The Property will remain a historic resource for educational programming, exhibitions and community events.
- c. YoloArts will be responsible for generating revenue necessary for the operation of the Property and its programming including fundraising efforts, private event rentals, ticketed public programming, sales, and class fees. YoloArts will maintain financial account records reflecting revenue-generating activities at the Property, and will make those records available to the County upon request.
- d. YoloArts shall not transfer or encumber the premises, except as expressly permitted by the Yolo County Board of Supervisors.

- e. The utilization of the Property will be provided by the County to YoloArts without a rental fee in exchange for YoloArts' operation and management of the facility as a cultural center for the community in compliance with this Agreement.
- f. Activities and operations of the YoloArts, will be carried out in a manner that complies with all applicable Federal, State and County statutes, ordinances, regulations, directives, and laws.

B. FACILITY

- a. The County will obtain and maintain insurance, or a program of self-insurance, on the Property, including those elements of the Collection retained on site. The insurance or self-insurance will cover the action and omissions of YoloArts, its officers, agents and employees, and the perils of fire, wind storm, hail, explosion, riot, attending a strike, civil commotion, aircraft smoke, and theft. Neither YoloArts nor its board members will be held responsible for any damage arising out of circumstances beyond the control of YoloArts.
- b. Not less than once per calendar year, the County will perform a physical inspection of the Property, and prepare a report summarizing its findings, making recommendations regarding maintenance and capital improvements to be undertaken. The County and YoloArts will thereafter meet to discuss the report, and to incorporate the report's recommendations, as may be appropriate, into ongoing maintenance and improvement activities at the Property.
- c. The County will establish a dedicated capital improvement fund for the Property. YoloArts will contribute a minimum of 20% of its net revenue generated by private rentals at the Property into this fund. This fund will be used by the County for large repair and or capital improvements at the Property in accordance with the report prepared under paragraph I(B)(b). YoloArts and the County shall collaborate in seeking grant funding, or pursuing other opportunities, to obtain money necessary to carry out these capital improvements, which could include a proposal for General Fund allocation if the other funding opportunities pursued are insufficient.
- d. The County will be responsible for all capital improvements necessary for the operation and safety of the Property grounds and structures.
- e. The County will be responsible for the storage, preservation, and management of the Collection. Designated storage and preservation areas on the Property will be operated and managed by the County. The County may, at its discretion, hire or designate a person to serve as the County's representative in determining how to

manage the Collection (the “County Curator”). The County shall notify YoloArts of the person serving as the County Curator and YoloArts shall cooperate with the County Curator in his or her efforts in managing the Collection. The County may, at its discretion, designate a historical non-profit organization (the “Non-Profit”) to provide oversight and guidance to the County Curator regarding the Collection.

- f. The County will pay all utility and water costs incurred at the Property up to \$23,000 annually, which is the approximate cost of these services at this time. The Parties understand that this amount may increase as utility and water rates increase. If these costs increase so that they are more than \$23,000, and increase at a rate higher than corresponding increases in utility and water rates, then the Parties shall consult with one another to determine the reasons why these costs have risen, and to identify appropriate revenue sources to pay these increased costs. Utility and water rates will be discussed, at a minimum, at the meeting required by paragraph I(B)(b).
- g. YoloArts will clean and maintain all interior and exterior spaces at the Property. YoloArts will retain janitorial and grounds keeping services and cleaning supplies as necessary to ensure the repair and upkeep of the Property due to ordinary or basic use. These activities will include regular HVAC inspections, general maintenance, regular pruning of trees, and basic landscaping maintenance on the Property.
- h. When basic use requires larger repairs, the County Department of General Services (“General Services”) will be utilized to complete the necessary repairs, and the costs incurred for these larger repairs will be paid for by the County. The capital improvement fund described in paragraph I(B)(c) may be used to pay for these large repairs. General Services will also conduct regular care and treatment of trees on the Property outside of basic pruning. YoloArts and the Director of General Services, or his/her designee, shall determine when a repair or capital improvement is beyond general maintenance, ordinary, or basic use. If no agreement may be reached, then appeal may be made to the County Administrator, or his/her designee, for final determination.
- i. YoloArts must get prior written approval from the Director of General Services, or his/her designee, for any ordinary or basic use repairs or capital improvements above \$1,000. Additionally, YoloArts must get prior written approval from the Director of General Services, or his/her designee, for any alterations to the structural features, fixtures, or finishes in the interior of the Mansion building. The County will notify YoloArts before conducting any capital improvements on the Property.

- j. YoloArts will be responsible for obtaining, funding, and maintaining any internet, phone services, or other forms of technology at the Property.
- k. The County has established a reserve fund to acquire and/or improve a facility for YoloArts (“Reserve Fund”). The Reserve Fund contains \$270,500. The Reserve Fund will be used as follows:
 - (1) YoloArts will use the Reserve Fund at the Property for costs associated with tenant and/or capital improvements. The Parties intend that the Reserve Fund will be used to pay for construction costs associated with tenant and/or capital improvements at the Property included in Exhibit A. Exhibit A to this Agreement is a schedule of improvements at the Property, including the estimated cost, and the portion of the cost to be paid out of the Reserve Fund. YoloArts and the County may, by mutual agreement, revise the items or costs on Exhibit A, provided the expenditures remain dedicated to tenant and/or capital improvements at the Property.
 - (2) If money remains in the Reserve Fund after the improvements on Exhibit A are completed, then YoloArts may use these remaining funds for furniture and equipment needs.
 - (3) If the Reserve Fund is used to acquire furniture and equipment, then such furniture and equipment will be the property of YoloArts.
 - (4) If money remains in the Reserve Fund two years from the date the Notice of Completion is issued (see paragraph III(E)), then those funds will be placed into the capital improvement fund for the Property to be utilized for capital improvements or large repairs at the Property.
 - (5) Money in the Reserve Fund will not be used for YoloArts’ operations.
 - (6) If the Agreement is terminated, then the County will pay YoloArts the remaining life value, in accordance with the County depreciation policy for capital assets, for any fixtures that remain at the Property that were paid for out of the Reserve Fund. If the Agreement is terminated within one year of the date of execution of the Agreement, the County will explore reinvesting in the Reserve Fund, pending available resources, to offset expenses paid out of the Reserve Fund for tenant and/or capital improvements at the Property.

C. REPORTING

- a. YoloArts will provide to the County an annual budget and program plan for activities related to the operation of the Property. An annual year-end report will be provided to the County 60 days after the fiscal year end and include financial and program activities.
- b. YoloArts will also develop and provide to the County a strategic plan every five years which shall include, among other things, specific goals and implementation measures addressing each of the material obligations under this agreement.

II. ACTIVITIES

A. EDUCATIONAL PROGRAMMING

- a. Programming will include historical components. Educational school tours associated with the history of the Property will continue to be offered that meet the educational standards of 3rd grade curriculum and incorporate items from the Collection.

B. EXHIBITIONS

- a. To support the interpretation of select aspects of the life and work of William Byas Gibson and his family, YoloArts will display items from the Collection on the Property. Historic objects of the Gibson family, currently held in the Collection, will remain at the Property. A portion of the downstairs of the Mansion will be used for display of the Collection.
- b. YoloArts will collaborate with the County Curator to determine items from the Collection to display and how to display them on the Property, and will cooperate with the County Curator in their preservation. If the County designates a Non-Profit, then YoloArts and the County Curator will consult with the Non-Profit with respect to these issues. YoloArts, the County Curator, and (if designated) the Non-Profit will meet at least twice a year to discuss event calendars and opportunities for incorporation of the Collection into exhibitions at the Property. YoloArts will make the final determination regarding the placement of items from the Collection on the Property, subject to the authority of the County Curator to prevent or modify the display of historical items if he or she determines that the manner of display may damage or otherwise harm the item.

C. COMMUNITY EVENTS AND PRIVATE RENTALS

- a. YoloArts may utilize the Property for events, subject to the following requirements:

- (1) All events and rentals must be compatible with the urban neighborhood setting of the Property and its historical character.
 - (2) Private event liability insurance covering property damage and bodily injury in the amount of \$3 million must be provided for each event and rental or similarly covered by an organization's general liability insurance. The County must be listed as an additional insured on each such policy.
 - (3) YoloArts must ensure that appropriate security, set-up, clean-up, and trash disposal is provided for each event or rental on the Property.
 - (4) YoloArts may develop an event and rental policy that includes additional rules and restrictions applicable at the Property. Any such policy shall be applied uniformly to all events and rentals held at the Property.
- b. The County and YoloArts recognize that it may be appropriate to make the Property available, at reduced cost, for community events. The County and YoloArts recognize that, for such events, there may be costs associated with the use of the facility. These costs may include (1) direct costs for utilities, security, set-up or clean-up, (2) wear and tear that increases long-term capital costs, and (3) lost opportunity costs due to the unavailability of the Property for other, revenue-generating events. The County and YoloArts will consult regarding establishing an appropriate fee schedule for such events, with the aim of ensuring that YoloArts recovers overhead associated with such events. YoloArts will determine the reduced fee schedule, as well as the dates when the Property is available for these purposes. The fee schedule will be established by YoloArts.
- c. To promote and bring awareness to the Collection, the Property will be made available to the Non-Profit (if designated by the County) for community events and programming focusing on the historic character of the Property. YoloArts will make the Property available to the Non-Profit for not less than eight (8) days per calendar year. The process for utilization of the Property will follow YoloArts' established rental policy with the exception that the rental fee will be waived for the Non-Profit.
- d. Use of the Property for community events (including for events sponsored by the Non-Profit, if designated) will be subject to rules and restrictions adopted by YoloArts with regard to availability and use of the Property for such events.

III. AGREEMENT TERMS

- A. Certification of Non-Discrimination.** YoloArts certifies that its performance of 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.

- B. Possessory Interest.** The interest in the Property may constitute a possessory interest subject to taxation. If a possessory interest tax is charged to YoloArts in connection with this Agreement, then the Parties shall meet and confer regarding the need for any adjustments to this Agreement to offset the effects of the tax.
- C. County Support.** Through the provision of a rent-free facility, including the coverage of utility and capital improvement costs, the Parties recognize and agree that County financially supports YoloArts in providing the services and activities set forth in this Agreement.
- D. Effective Date.** This Agreement will take effect on the date this agreement is signed (the “Effective Date”). If the agreement is signed on different dates, then the later date will be the “Effective Date.”
- E. Tolling of Effective Date.** YoloArts’ obligations in paragraphs I(B)(g) and II will take effect on the date that the improvements set forth in Exhibit A are completed. This date will be determined by the County’s issuance of a written “Notice of Completion” to YoloArts. The Notice of Completion will serve as the County’s notification that YoloArts is thereafter responsible for fulfilling its obligations under this Agreement. The Parties may, by mutual agreement, determine that it is appropriate for YoloArts to assume responsibility for certain of its obligations (e.g., managing private events at the Property) prior to the issuance of the Notice of Completion.
- F. Legal Challenge or Initiative.** If the County is served with a legal challenge or initiative or referendum measure concerning the Property that could impair the rights afforded YoloArts under this Agreement, then unless the Parties otherwise agree in writing the Parties’ rights and obligations under this Agreement will be tolled and suspended until

such time as the legal challenge or initiative measure is resolved, excepting only the right of termination under subparagraph G, below.

- G. Term.** This Agreement shall continue unless either party provides written notice thereof to the other party at least 90 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 Property, terminate as of the effective date of termination. 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).
- H. Operating Agreement.** In addition to this Agreement, if the Parties mutually agree, an operational agreement may be developed between the County and YoloArts as needed to establish detailed procedures for any circumstances that arise in the course of operations. Any operational agreement must abide by the terms of this Agreement and may be signed and executed by the County Administrator.
- I. Non-Assignment.** The services and obligations required of YoloArts under this Agreement are not assignable in whole or in part. In addition, YoloArts shall not subcontract any portion of the services required of YoloArts by this Agreement without the express written consent of the Board of Supervisors.
- J. Notice.** Any notice required by this Agreement must be in writing, and must be provided by first-class mail to the following:

If to the County:

[list address]

If to YoloArts

[list address]

Either Party may revise these addresses by providing written notice to the other Party.

- K. Entire Agreement.** This Agreement constitutes the entire agreement between the County and Contractor 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. Any amendments to this Agreement must be in writing, and must be

approved by both Parties (with the exception of a change in the address set forth in paragraph III(J), which may be amended by either Party without the consent of the other).

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

CORPORATION

YoloArts

By _____

COUNTY OF YOLO

By _____
_____, Chair
Board of Supervisors

By _____
[NOTE: Insert Name/Title]

Attest:
_____, Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

_____, County Counsel

Exhibit A: Estimated Construction Costs

Entity	Location	Scope of work	LOW	HIGH
YoloArts	West Barn	Carefully remove interior boards and save		
		Run electrical outlets and light switches A/B		
		Replace Lights with LED Fixtures inside and outside		
		Replace existing skylights with double pane skylights		
		Remove right wall on one side of barn to expand main area		
		Sheetrock walls and ceiling to the rafters		
		Insulate all of the exposed walls		
		Texture, Prime and Paint interior		
		Frame shut and create a door inside a roll up door		
		Add sink at the West Barn storage room	\$7,000.00	\$7,000.00
			\$42,000.00	\$77,450.00
YoloArts	Administrative	Replace Lights with LED Fixtures inside		
		Expand bathroom to make it ADA complaint		
		Install exposed pocket door in front of stairs		
		Paint wood floors in 2 main areas and office		
		Replace 2 exterior doors in a sunroom and raise/shorten the bottom		
		Build a ramp and stairs to be ADA compliant		
		Rebuild front steps		
		Rebuild fence around Electrical panel and stain		
		Replace windows around the Admin house with double pane vinyl windows		
		Replace old water heater at the Admin		
		Raise Floor in a sunroom and install floors in bathroom and sunroom	\$9,208.00	\$9,208.00
			\$39,808.00	\$84,513.00
YoloArts	HVAC SYSTEMS	Install 3 new ductless units at the west barn; 2 in a main area and 1 in a storage		
YoloArts		Replace old HVAC at the admin with the used unit from the courthouse and new ductwork		
			\$25,000.00	\$25,000.00
County	Concrete & ADA	Make concrete ramps with a proper slope around the Mansion and West Barn		
		Repour new concrete for a dance floor		
		Replace and Expand Concrete entry to the Admin		
		Expand ADA Parking		
		Sidewalk repair with ADA compliance		
		Concrete walkway from East Barn all the way to the Garden Barn		
		Pour new concrete parking pad in front of Garden Barn on the driveway		
Demo concrete sidewalk on the back of the mansion and repour new concrete				
			\$88,000.00	\$93,000.00
YoloArts	Pergola	Rebuild Pergola with aluminum pergola with a roof and ceiling without wood ornaments		
			\$25,000.00	\$25,000.00
County	Alarm Systems	Garage-Fire Alarm and Burglar Alarm	\$4,197.00	\$4,197.00
		West Barn, East Barn, and Kitchen-Fire Alarm and Burglar Alarm	\$14,098.00	\$14,098.00
			\$18,295.00	\$18,295.00
County	Architect Fees	Design and provide Drawings for ADA Concrete Improvements	\$21,400	\$21,400
YoloArts and	Survey Fees	Design and provide Drawings for Site Plan Surveys	\$8,000.00	\$9,000.00

County				
County	Moving	Move Items from West Barn and from Admin house	\$6,500.00	\$6,500.00
County	Absestos	Remove asbestos at Admin house	\$10,000.00	\$12,000.00
YoloArts and County		Contingency	\$25,000.00	\$25,000.00
YoloArts and County		Project Fee	\$8,000.00	\$8,000.00
		Total	\$317,003.00	\$405,158.00

Future Improvement Needs		
New Siding	Garage	\$15,000.00
	Admin House	\$25,000.00
Columns	Repair columns and repaint under veranda	\$4,000
Stucco On Mansion	Restucco Mansion walls (3) around the kitchen and dining room	\$18,000.00