

BOARD OF SUPERVISORS  
Yolo County, California

To: GSD ✓  
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 19-42, Item No. 15, of the Board of Supervisors' meeting of March 12, 2019.

MOTION: Provenza. SECOND: Sandy. AYES: Sandy, Provenza, Chamberlain, Villegas, Saylor.

15.

Approve a management agreement with the Esparto Community Services District for operation and management of the Tuli Mem Park through June 30, 2022, not to exceed \$175,000 per year; and adopt budget resolution increasing the Esparto Park Maintenance & Operation fund 2018-19 fiscal year budget by \$75,000. (No general fund impact) (4/5 vote required) (Yarris)

Approved **Agreement No. 19-35** and **Budget Resolution No. 18-120.27**  
on Consent.



## County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

### Consent-General Government # 15.

#### Board of Supervisors

#### General Services

**Meeting Date:** 03/12/2019

**Brief Title:** Tuli Mem Park Operations and Maintenance Agreement

**From:** Kevin Yarris, Director, General Services Department

**Staff Contact:** Laura Liddicoet, Sr. Administrative Services Analyst, General Services Department, x4881

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#### Subject

Approve a management agreement with the Esparto Community Services District for operation and management of the Tuli Mem Park through June 30, 2022, not to exceed \$175,000 per year; and adopt budget resolution increasing the Esparto Park Maintenance & Operation fund 2018-19 fiscal year budget by \$75,000. (No general fund impact) (4/5 vote required) (Yarris)

#### Recommended Action

- A. Approve and authorize the Director of General Services to sign a management agreement with the Esparto Community Services District for operation and management of the Tuli Mem Park through June 30, 2022, not to exceed \$175,000 per year; and
- B. Adopt budget resolution increasing the Esparto Park Maintenance and Operation fund 2018-2019 fiscal year budget by \$75,000.

#### Strategic Plan Goal(s)

Operational Excellence  
Thriving Residents  
Safe Communities

#### Reason for Recommended Action/Background

The General Services Department, in cooperation with the County Administrator's Office, and the Esparto Community Services District are requesting approval of a management agreement with the Esparto Community Services District for on-going operations and maintenance of both the Esparto Community Park and the Tuli Mem Park. This agreement will be for one-year with three additional one-year extension options, at a

cost not to exceed \$175,000 annually.

The Esparto Community Services District will be providing all services and utilities necessary to fully operate and maintain the Esparto Community Park and the Tuli Mem Park in a clean and safe condition for public use on a daily basis, including the provision of irrigation and drinking water, landscaping services, clean and well-stocked public restrooms, regular removal of trash and recyclables, maintenance of park equipment and facilities daily pool maintenance.

**Collaborations (including Board advisory groups and external partner agencies)**

County Administrator's Office, General Services Department, Department of Financial Services, County Counsel, Esparto Community Services District.

**Competitive Bid Process**

N/A

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**Fiscal Information**

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	\$75,000
Amount budgeted for expenditure	\$0
Additional expenditure authority needed	\$75,000
On-going commitment (annual cost)	\$175,000

Source of Funds for this Expenditure

Esparto Park M&O Fund	\$75,000
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Further explanation as needed

The Esparto Park Maintenance & Operations (M&O) Assessment fund will provide funding for the 2018-2019 fiscal year Tuli Mem Park operations. The fund consists of assessment revenue collected from property owners for maintenance and operation of the new Tuli Mem Park. The Esparto Community Park portion of the agreement will be absorbed by existing appropriations within the General Services, Parks Division budget for the 2018/19 fiscal year. Funding for future years of this operation and maintenance will be addressed through the annual budget process in subsequent fiscal years.

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**Attachments**

Att. A. Management Agreement

Att. B. Budget Resolution

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**Form Review**

Inbox

Reviewed By

Date

Kevin Yarris	Tonia Murphy	03/05/2019 02:07 PM
Kevin Yarris	Laura Liddicoet	03/05/2019 03:02 PM
Kevin Yarris	Kevin Yarris	03/06/2019 01:13 PM
Elisa Sabatini	Elisa Sabatini	03/06/2019 01:18 PM
Financial Services	Melissa Patterson	03/06/2019 03:01 PM
County Counsel	Phil Pogledich	03/06/2019 03:32 PM
Form Started By: Laura Liddicoet		Started On: 01/31/2019 02:21 PM
Final Approval Date: 03/07/2019		

MAR 19 2019

BY Julie Rachte  
DEPUTY CLERK OF THE BOARDAGREEMENT NO. 19-35  
(Short-Form Agreement)

THIS AGREEMENT is made this 12th day of March, 2019, by and between the County of Yolo ("COUNTY"), and the Esparto Community Services District ("CONTRACTOR"), who agree as follows:

## TERMS

1. CONTRACTOR shall perform the following services: Provide all services and utilities necessary to fully operate and maintain the Esparto Community Park and the Tuli Mem Park & Aquatic Center in a clean and safe condition for public use on a daily basis, including the provision of irrigation and drinking water, landscaping services, clean and well-stocked public restrooms, regular removal of trash and recyclables, maintenance of park equipment and facilities daily pool maintenance. CONTRACTOR shall be responsible for all costs and services associated with daily operations as well as maintenance and repairs arising from ordinary use and wear and tear. COUNTY shall be responsible for all costs associated with repair and replacement costs arising from damages beyond ordinary wear and tear.

2. CONTRACTOR shall perform said services between the date first set forth above and June 30, 2019. The first year payment by COUNTY shall be prorated by the monthly amount based on start date. This Agreement may be extended for three additional one-year terms with the mutual written consent of the parties. All of the terms of this Agreement shall apply during any extended term unless the parties otherwise agree in writing duly approved and executed by their authorized representatives.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason, or no reason at all, by providing at least 45 days advance written notice to the other party.

3. The complete contract shall include the following Exhibits attached hereto and incorporated herein: Exhibit A: Insurance Requirements.

4. Subject to CONTRACTOR'S satisfactory and complete performance of all the terms and conditions of this Agreement, and upon CONTRACTOR'S submission of an appropriate claim, COUNTY shall pay CONTRACTOR no more than a total amount of \$21,000 annually for the Esparto Community Park and \$150,000 (for the Aquatic Center in equal quarterly installments. Invoices to COUNTY shall include expense documentation.

5. CONTRACTOR, at their sole cost and expense, shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto.

6. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the CONTRACTOR, its officers, agents, or employees. CONTRACTOR/SUBCONTRACTOR responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

7. The responsibilities of CONTRACTOR under this Agreement may not be assigned or subcontracted without County's prior written consent.

8. CONTRACTOR shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend COUNTY and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.

9. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.

10. If CONTRACTOR fails to perform any part of this Agreement, the COUNTY may notify the CONTRACTOR of the default and CONTRACTOR shall remedy the default. If CONTRACTOR fails to do so, then, in addition to any other remedy that COUNTY may have, COUNTY may terminate this Agreement and withhold any or all payments otherwise owed to CONTRACTOR pursuant to this Agreement.

11. Attached are licenses &/or certificates required by CONTRACTOR's profession (Indicating type; No.; State; & Expiration date), and CONTRACTOR certifies that he/she/it shall maintain them throughout this Agreement, and that CONTRACTOR's performance will meet the standards of licensure/certification.

12. CONTRACTOR understands that he/she is not an employee of the COUNTY and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.


13. CONTRACTOR will hold in confidence all information disclosed to or obtained by CONTRACTOR which relates to activities under this Agreement and/or to the COUNTY's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the COUNTY. CONTRACTOR shall deliver all of the foregoing to the COUNTY upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, CONTRACTOR shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than four (4) years, and shall make them available to COUNTY for audit and discovery purposes.

14. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

15. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

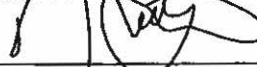
CONTRACTOR:

  
Contractor Signature

Steve Knightley, GM  
Printed Name

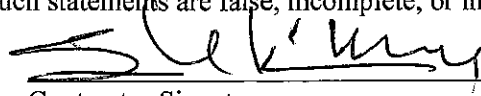
PO Box 349  
Esparto, CA 95627  
City/State/Zip  
530-7874502  
Phone

COUNTY:

  
Kevin Yaris, Director, General Services Signature

  
Ryan Pistochini, Purchasing Agent

CERTIFICATION: I hereby certify under the penalty of perjury that all statements made in or incorporated into this Agreement are true and complete to the best of my knowledge. I understand and agree that the COUNTY may, in its sole discretion, terminate this Agreement if any such statements are false, incomplete, or incorrect.

A handwritten signature in black ink, appearing to be "S. K. King", written over a horizontal line.

Contractor Signature

MAR 15 2019

BY Julie Rachte  
DEPUTY CLERK OF THE BOARD

**RESOLUTION NO. 18-120.27**

Resolution increasing the Esparto Park Maintenance and Operation fund budget \$75,000 for operations and maintenance of the Tuli Mem Park through June 30, 2019

**WHEREAS**, the General Services Department, Parks Division is responsible for the ongoing operation and maintenance of all County owned, leased and operated parks throughout Yolo County; and

**WHEREAS**, the Tuli Mem Park will be operated and maintained by the Esparto Community Services District on behalf of Yolo County the General Services Department, Parks Division on an annual basis through at least June 30, 2022; and

**WHEREAS**, the cost for the Esparto Community Services District to operate and maintain the Tuli Mem Park on behalf of Yolo County is \$150,000 annually, however, were not appropriated for the final four months of the 2018-2019 fiscal year; and

**WHEREAS**, assessment revenue funds are available and have been authorized for this expenditure; and

**WHEREAS**, said funds were not included in the estimated revenue and appropriations of the Esparto Park Maintenance and Operation fund budget for fiscal year 2018-19; and

**WHEREAS**, Section 29125 of the Government Code provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The foregoing recitals are true and correct.
2. The Chief Financial Officer is authorized and directed to amend the budget for fiscal year 2018-19 as follows:

**Level Group 1927-51-7012**

<b>Current Appropriations</b>	\$ 15,000
Increase: Services and Supplies	<u>75,000</u>
<b>Total Amended Appropriation</b>	<b>\$ 90,000</b>
<b>Current Revenue</b>	\$ 15,000
Increase: Use of fund balance	<u>75,000</u>
<b>Total Amended Appropriation</b>	<b>\$ 90,000</b>



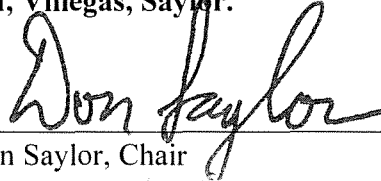
**PASSED AND ADOPTED** by the Yolo County Board of Supervisors this 12th day of March 2019, by the following vote:

**AYES: Sandy, Provenza, Chamberlain, Villegas, Saylor.**

**NOES: None.**

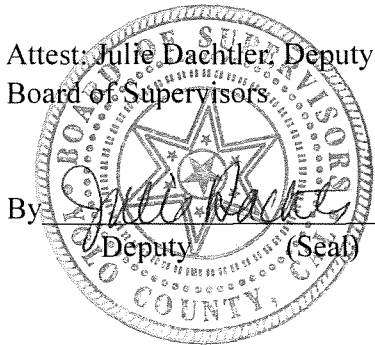
**ABSENT: None.**

**ABSTAIN: None.**



Don Saylor, Chair  
Yolo County Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk  
Board of Supervisors



By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:

By \_\_\_\_\_  
Philip J. Pogledich, County Counsel