

FILED

MAR 17 2007

AGREEMENT NO. 08-51A

ANA MORALES, CLERK OF THE BOARD
BY Anna Morales
DEPUTY

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

This Agreement, made and entered into this 11th day of March 2008, 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 the owner of certain real properties located at 508 and 512 Gibson Road in the City of Woodland ("Premises"), upon which are located certain buildings used as the Yolo County Historical Museum ("Museum") and Museum administrative offices; and

WHEREAS, among the Corporation's purposes are the preservation for posterity of the historical heritage of Yolo County and the operation of the Museum on behalf of the County; and

WHEREAS, the County and the Corporation desire to enter into a new agreement in order that the Corporation may operate the Museum on behalf of the County and further agree to rescind in its entirety Agreement No. 84-307 entered into between the parties on December 18, 1984;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the County and the Corporation as follows:

1. Agreement No. 84-307 is hereby rescinded in its entirety.
2. The Corporation will operate the Museum on behalf of the County. In doing so, the Corporation will collect, record, preserve, and exhibit items that best portray the history of Yolo County. The Corporation shall keep the Museum open to the public not less frequently than four (4) days a week, four (4) hours per day, except holidays and such other times as is otherwise impracticable due to the exigencies of the particular situation.
3. The Board of Supervisors (Supervisors) shall appoint five (5) members to the Museum Board of Directors (Directors). The Museum Board 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 five (5) members (at-large) to the Directors.
4. The Director of Yolo County Parks and Resources Department, or his/her designee, shall be a non-voting and ex officio member of the Museum Board.

5. The Corporation will develop and implement a revised Master Plan every five (5) years, and a Deaccession Policy (concerning the retention and disposition of the Museum's collection) for the Museum. The Corporation will submit to the County on or before August 1, 2008 and at each twelve (12) month period thereafter, an inventory of all items received by it, 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.
6. The Corporation will adopt an annual budget and will, not later than February 15, submit to the Director of Parks and Resources, or his/her designee, of the County a final budget, said budget to cover the succeeding fiscal year beginning July 1.
7. The Corporation shall get prior written approval from the Director of Parks and Resources, or his/her designee, of Yolo County for any capital improvement expenditures.
8. The Directors shall appoint a Museum Director/Curator to operate the Museum, who shall serve at the pleasure of the Directors.
9. The Corporation may contract for such services, and acquire, purchase, lease, rent or sell any real or personal property, tangible or intangible, as necessary to further the purpose of this Agreement, except that the Corporation may not in any way transfer or encumber the Premises, the Museum, or its collection except as is expressly permitted elsewhere in the Agreement.
10. The Directors may create committees to assist them in conducting the affairs and activities of the Corporation.
11. The Corporation may dispose of items within the Museum collection in accordance with and subject to the Deaccession Policy, provided that such policy has been first approved by the Director of Parks and Resources, or his/her Designee.
12. The County agrees to subsidize the Corporation for operating expenses in an amount to be mutually agreed upon each year by the Corporation, Director of Parks and Resources Department of Yolo County, and Supervisors, based upon the final budget submitted each year by the Corporation to the Director of Parks and Resources Department of Yolo County. The amount should be no more than the difference between budgeted revenues and budgeted operating expenses. The County and Corporation anticipate that the subsidy will decrease each year as the Corporation shows increasing self-sufficiency. The Corporation and Directors shall engage in such fundraising activities as are necessary to meet the Corporation's annual budget or use the Corporation's on-hand liquid assets to make up the difference.
13. The Corporation agrees to maintain the Premises and the Museum in accordance with the operating budget. Expenses for Capital Improvements to the Premises and Museum shall

be split 50/50 between the County and Corporation unless the Corporation's liquid assets fall below \$25,000, at which point the County shall be fully responsible for making capital improvements.

14. The County agrees to maintain insurance, or a program of self-insurance, on the Museum and its 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. Neither the Corporation nor the Directors will be held responsible for any damage arising out of circumstances beyond the control of Corporation or the Directors respectively. This agreement does not release from liability the Corporation or Directors for circumstances arising from any mis, mal, or non-feasance.
15. The County hereby grants to the Corporation a license to occupy and use the Premises and the Museum in accordance with the terms of this Agreement.
16. Activities and operations at the Museum will be carried out in a manner that complies with all applicable Federal, State and County statutes, ordinances, regulations, directives and laws.
17. This Agreement will take effect on March 11, 2008. 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 as listed below. In the absence of such notice, this Agreement shall continue from time to time.

Yolo County
Director of Parks and Resources
120 W. Main Street, Suite C
Woodland, CA 95695

Yolo County Historical Museum Corporation
President of the Board of Directors
512 Gibson Road
Woodland, CA 95695

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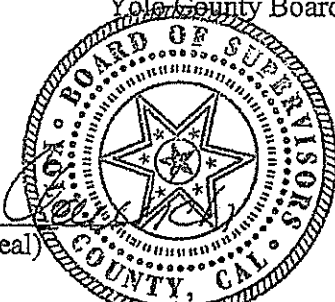
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above at Woodland, California.

COUNTY OF YOLO, a political subdivision of the State of California.

By: *Duane Chamberlain*
Duane Chamberlain, Chairman
Yolo County Board of Supervisors

Attest:
Ana Morales, Clerk
Board of Supervisors

By: *Linda*
Deputy (Seal)



Approved as to Form:

By: *Robyn Pruitt Drivon*
Robyn Pruitt Drivon, County Counsel

YOLO COUNTY HISTORICAL MUSEUM:
CORPORATION, a non-profit corporation of the State of California

By: *Alan Gray*
President, Board of Directors

By: *[Signature]*
Vice-President, Board of Directors

By: *Barbara Shreve*
Treasurer, Board of Directors