

AGREEMENT NO. \_\_\_\_\_  
(Short-Form Agreement)

THIS AGREEMENT (“Agreement”) is made this 5th day of November, 2024, by and between the County of Yolo (“COUNTY”), and Yolo Fliers Club, a California mutual benefit non-profit corporation (“CONTRACTOR”), who agree as follows:

TERMS

1. CONTRACTOR shall perform the following professional services: Services for the Wild Wings Golf Course, as detailed in the attached Exhibit B (Scope of Work), below.
2. CONTRACTOR shall perform said services between September 1, 2024, and June 30, 2025, unless sooner terminated as hereinafter provided.
3. The complete contract shall include the following Exhibits attached hereto and incorporated herein:
  - Exhibit A: COUNTY’s Insurance Requirements
  - Exhibit B: Scope of Work

In the event of any conflict between any of the provisions of this Agreement and the Exhibits, the provisions of this Agreement shall control. To the extent of any conflicts between the Exhibits, the provision that requires the highest level of performance from CONTRACTOR for the COUNTY’s benefit shall prevail.

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 invoice, COUNTY shall pay CONTRACTOR a flat rate of \$3,300 per month, and no more than a total amount of \$33,000 for the entire September 1, 2024, and June 30, 2025 contract term as identified in Term No. 2, above.
5. CONTRACTOR shall obtain and maintain throughout the entire term of this Contract, the insurance set forth in Exhibit A attached hereto, for which the COUNTY will reimburse CONTRACTOR a maximum flat rate of \$700 per month, commencing with October 2024, and no more than a total amount of \$6,300 during the remaining term of this Agreement. CONTRACTOR shall provide the COUNTY with evidence of coverage and invoices reflecting monthly premium payments to receive such reimbursement for insurance expenses. If CONTRACTOR opts to obtain an ABC (California Department of Alcoholic Beverage Control) license to sell alcohol at the Wild Wings Golf Course, CONTRACTOR acknowledges that the COUNTY will require additional insurance requirements related to the sale of alcohol. Accordingly, the parties agree to work cooperatively to amend the insurance requirements related to such an ABC license consistent with the requirements determined by the COUNTY’s Risk Manager.
6. CONTRACTOR is aware of the prevailing wage law requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such prevailing wage laws.
7. 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, it’s officers, agents, or employees. CONTRACTOR’s 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.

8. Any SUBCONTRACTOR agrees to be bound to CONTRACTOR and COUNTY in the same manner and to the same extent as CONTRACTOR is bound to COUNTY under the Agreement. SUBCONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any SUB-SUBCONTRACTOR to the extent they apply to the scope of the SUB-SUBCONTRACTOR's work. A copy of the COUNTY's Indemnity and Insurance provisions will be furnished to the SUBCONTRACTOR upon request.
9. 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.
10. 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.
11. 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.
12. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon CONTRACTOR default, the COUNTY reserves the right to purchase or obtain supplies or services elsewhere, and CONTRACTOR shall be liable for the difference between the prices set forth herein and the actual cost thereof to the COUNTY. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
13. This Agreement may further be terminated for any reason by either party at any time during its term, by giving 30 days' written notice to the other party.
14. CONTRACTOR understands that it and its employees are not employees of the COUNTY and are not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

15. 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.
16. 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.
17. 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address/PO Box

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

COUNTY:

By \_\_\_\_\_  
Lucas Frerichs, Chair, Board of Supervisors

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

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

Approved as to Form:  
By \_\_\_\_\_  
Kimberly Hood, Chief Assistant County Counsel

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.

\_\_\_\_\_  
Contractor Signature

**EXHIBIT A**  
**COUNTY's Insurance Requirements**

**1. INSURANCE**

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
- i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
    1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
    2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
    3. Workers’ Compensation and Employers’ Liability: Workers’ Compensation insurance as required by the State of California and Employers’ Liability.
    4. Professional Liability (Errors and Omissions) (If applicable, see below)
  - ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
    1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
    2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
    3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
    4. Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
  - iii. Other Insurance Provisions
    1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
    2. **Primary Coverage** - The Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
  4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
  - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Contract and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
  - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
  - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  - viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
  - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
  - c. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the

maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- d. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- e. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**EXHIBIT B**  
**Scope of Work**

During the Term of the Agreement, CONTRACTOR shall perform the following professional services for the benefit of COUNTY at the Wild Wings Golf Course:

- Consulting services for the Wild Wings Golf Course, including making recommendations for any improvement projects (which must be approved by the County before implementation);
- Advising COUNTY contractors and staff regarding applicable regulatory compliance with Federal, State, and/or local regulations or ordinances related to Wild Wings Golf Course operations;
- Coordination of inventory of equipment located in the maintenance building of the Wild Wings Golf Course and suggesting repairs to equipment as needed;
- Providing equipment for use by the Wild Wings Golf Course (as needed);
- Consulting on fiscal and budgetary matters concerning the Wild Wings Golf Course;
- Participating in meetings with the Wild Wings Golf Course Subcommittee and/or the Wild Wings Advisory Committee, at least once per quarter, to provide updates on the status of the Wild Wings Golf Course to residents of the Wild Wings community.