

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA**

**RESOLUTION APPROVING CAMP)
HOST AND CARETAKER)
AGREEMENTS AND DELEGATING)
AUTHORITY TO THE DIRECTOR OF)
PUBLIC WORKS TO EXECUTE SAID)
AGREEMENTS AS NEEDED)**

RESOLUTION NO. 2021-126

WHEREAS, the County of Yuba owns and operates Hammon Grove Park & Sycamore Ranch Park, in Browns Valley, CA; the latter of which also contains a campground; and

WHEREAS, in order to protect and maintain the aforementioned assets, a need exists to have a person or persons onsite on a twenty-four-hour, seven-days-a-week basis; and

WHEREAS, the volunteer role of a caretaker has historically satisfied this need; and

WHEREAS, in order to attract desirable seasonal candidates for additional customer service needs, a new but similar volunteer role, Camp Host, has been created; and

WHEREAS, template Caretaker and Camp Host Agreements are attached, and have been approved for insurance provisions by Risk Management and approved as to form by County Counsel; and

WHEREAS, Public Works will use these templates for future Caretaker and Camp Host Agreements, while making only minor non-substantive changes as needed, said changes to be approved by both the Risk Manager and County Counsel; and

WHEREAS, it has historically been the responsibility of the Board of Supervisors to approve every caretaker agreement; and

WHEREAS, delegating this authority to the Public Works Director or designee, will improve process efficiencies and expedite the agreement process allowing staff to more quickly adjust the number of volunteers that are onsite based on seasonal demands.

NOW, THEREFORE, BE IT RESOLVED, the Yuba County Board of Supervisors hereby approves the attached Caretaker and Camp Host Agreements, and delegates authority to the director of Public Works or designee to execute said agreements.

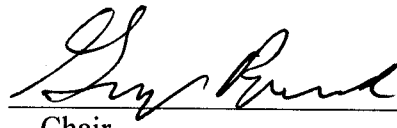
PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California on the 14 day of September, 2021 by the following vote:

AYES: Supervisor Vasquez, Blaser, Fuhrer, Bradford

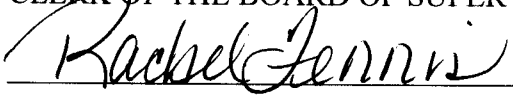
NOES: None

ABSENT: Supervisor Fletcher

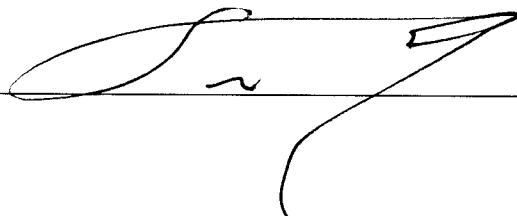
ABSTAIN: None


Chair

ATTEST:
RACHEL FERRIS,
CLERK OF THE BOARD OF SUPERVISORS



APPROVED AS TO FORM:
MICHAEL J. CICOZZI,
COUNTY COUNSEL

By: 

**CARETAKER MAINTENANCE AGREEMENT
HAMMON GROVE PARK & SYCAMORE RANCH**

This CARETAKER Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **FIRST AND LAST NAME**, an independent contractor, (hereinafter referred to as "CARETAKER"), this **DAY** day of **MONTH**, **YEAR**.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Sycamore Ranch:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesternly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

Hammon Grove:

Parcel:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39' 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

Parcel:

All that portion of Section 22, Township 16 North, Range 5 East M.D.B. & M., described as "PARCEL 1" on the map entitled, "Parcel Map No. 1.61 fir Ralph Byers", filed on January 31, 1973, in Book 12, of Maps, Page 77, records of Yuba County, said portion lying southerly of the following described line:

COMMENCING at the brass topper monument at the intersection of the centerline of the 60' Roadway with the southerly line of "PARCEL 2" and "PARCEL 3", as shown on said Parcel Map No. 1.61, said monument bears South 89°11'25" West 1,976.06 feet, from the brass topper monument stamped LS2692, marking the easterly ¼ corner of section 22, Township 16 North, Range 5 East, M.D.B & M., as shown on said Parcel Map No. 1.61; Thence from said Point of Commencement, North 80°25'03" West, 1,728.90 feet, to the POINT OF BEGINNING, also being the westerly terminus of the line described in that certain Grant Deed, recorded on April 17, 2019, in the Official Records, County of Yuba, Document Number 2019-004559 as "North 85°37'40" West, 643.86 feet"; Thence along said line South 85°37'40" East, 643.86 feet; Thence North 88°44'07" East 394.56 feet, to the point hereinafter referred to as "POINT A". Thence continuing along said line, North 88°44'07" East, 8.82 feet; Thence South 86°52'27" East, 333.77 feet, and the end of the herein described line. EXCEPTING THEREFROM all that portion lying westerly and northerly of the following described line: BEGINNING at the hereinabove described "POINT A", thence South 41°41'55" West, 158.39 feet; Thence South 82°35'32" West, 133.12 feet; Thence South 52°51'27" West, 136.46 feet; Thence North 37°08'33" West, 8.61 feet, to the westerly line of said "PARCEL 1" and the end of the herein described line.

For purposes of this Agreement, all of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CARETAKER'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CARETAKER to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title to a small portion of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CARETAKER hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CARETAKER agrees to use the Park Property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Park Property, and CARETAKER warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for **a period of PERIOD OF AGREEMENT** up to a maximum of SIX (6) MONTHS, terminating on **END DATE**. COUNTY grants to CARETAKER an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for up to an additional SIX (6) MONTHS. In the event CARETAKER desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CARETAKER fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CARETAKER are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

A. CARETAKER shall receive no financial compensation from COUNTY as a result of this agreement.

B. BACKGROUND CHECK & AGREEMENT PROCESS

1. An individual pursuing the role of CARETAKER begins first as a qualified applicant that is chosen by COUNTY from the applicant pool (hereinafter referred to as "APPLICANT").
2. If APPLICANT is determined to be qualified and is chosen by COUNTY to be a future CARETAKER, COUNTY will extend a conditional-offer for the CARETAKER agreement to APPLICANT, at which point a background check of APPLICANT will begin.
3. APPLICANT is subject to a background check before beginning services. APPLICANT's eligibility for CARETAKER agreement is dependent upon the return of a satisfactory background check.
 - i. **IMPORTANT:** Under no circumstance, will APPLICANT (and/or any accompanying party) act as, perform as, or claim to be, a CARETAKER, a CAMP HOST, or COUNTY-affiliated in any way until after the return of a satisfactory background check AND being told by COUNTY to begin performing CARETAKER role.

4. BACKGROUND CHECK DETERMINATION

- i. If COUNTY determines a background check to be satisfactory, COUNTY may determine APPLICANT to be eligible for CARETAKER agreement and inform APPLICANT that he/she may begin performing role as CARETAKER, and CARETAKER agreement may transition from conditional-offer status to fully executed.
- ii. If a background check is determined to be unsatisfactory, COUNTY will immediately terminate conditional-offer, and APPLICANT is no longer considered eligible for CARETAKER agreement.

C. CARETAKER shall provide the following upon the Park Property:

1. REQUIREMENTS

- i. CARETAKER must be 21 years of age or older and **"WILL" OR "WILL NOT"** reside on the premises. Only the individuals that are hired to perform role, their minor (under 18-year-old) children, and no more than one (1) additional adult person are allowed to stay on

premises. Minors are to limit their contact with campground guests. If an additional adult person resides with CARETAKER, that additional adult person must be at least 21 years of age, will be subject to a background check, and must have a separate CARETAKER Agreement.

- ii. CARETAKER shall provide a self-contained recreational vehicle no longer than forty (40) feet and no wider than nine (9) feet and said vehicle shall be properly registered and insured as detailed below. Said recreational vehicle shall be kept in a clean and orderly working condition that is acceptable to the County, in County's sole discretion. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. CARETAKER pad/area shall be kept clean and tidy, free of garbage, debris, junk, excess vehicles, or collections. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
- iii. CARETAKER shall provide their own transportation at no expense to the County in the performance of the duties required. Little to no travel by vehicle will be required. All vehicles used by CARETAKER shall be properly registered and insured. A golf cart may be supplied by the COUNTY for some onsite functions.

2. ROLE

- i. CARETAKER role is a volunteer position with no financial compensation from COUNTY.
- ii. CARETAKER, while performing services, will be courteous and helpful to all visitors and County staff. CARETAKER should alert the County Staff if CARETAKER cannot perform services or observes an unsafe or hazardous condition.
- iii. With general direction, CARETAKER should be reasonably self-sufficient in performing CARETAKER's duties.
- iv. The primary role of the CARETAKER is to provide a fun and safe environment for visitors through general maintenance, care, providing an onsite presence, and monitoring of the park. The secondary responsibility of CARETAKERS is to assist with the CAMP HOSTS' responsibilities such as welcoming visitors, providing information and assistance, giving reminders of rules, and monitoring reservations.
- v. CARETAKER will perform role **"AND RESIDE" OR "BUT NOT RESIDE"** at Hammon Grove and/or Sycamore Ranch, in a location as

designated by County, with designated tasks as assigned by COUNTY. Task and responsibilities may be assigned at either or both parks.

- vi. CARETAKER will perform role 20 – 30 hours per week towards the duties of this agreement.

3. GENERAL DUITES

- i. Check and clean park daily.
- ii. Open the park daily thirty (30) minutes before sunrise and close the park daily no later than thirty (30) minutes after sunset.
- iii. Maintain restroom & shower facilities daily to assure cleanliness and adequate hygiene supplies are stocked.
- iv. Water grass areas and trees per watering schedule.
- v. Maintain watchful care over the park property, buildings, and equipment, and contact the appropriate police, fire protection agency, and COUNTY authorities when the need arises.
- vi. Empty trash receptacles, clean picnic tables and clear BBQs & fire-pits as necessary.
- vii. Maintain presentable personal appearance during open park hours and when in contact with the public. CARETAKER will wear a shirt, pants (or shorts), footwear, and nametag (to be worn during open park hours).
- viii. Perform physical maintenance tasks such as shoveling, raking, painting, graffiti removal, minor repairs to equipment and facilities, and litter pick up, some of which may require operating light hand tools.
- ix. Operate light power tools to help in maintenance procedures, such as leaf-blowers, various trimmers, or lawn mowers.
- x. Remind visitors of park and campground rules and policies.
- xi. If need be, assist CAMP HOST(S) in those related responsibilities, such as:
 - 1. Welcome visitors and answers questions about the park & campground, its rules and policies, or the local area. Always being friendly and helpful.

2. Perform compliance checks: Ensure that the proper campsites are or aren't occupied according to reservation system. Log any discrepancies. Ensure that check-outs are done on time. Give reminders of policies, if check-outs have not left after check-out scheduled time.
3. Assist campers in locating their site, the facilities, or amenities.
4. Post park reservation schedules.

D. COUNTY shall provide the following described services and materials to the CARETAKER upon the Park Property for the execution of CARETAKER'S duties as detailed above:

1. A paved or gravel auto parking area at Park Property, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer, and 120-volt electrical hookups.
2. Training and information.
3. Contact information with the County and local agencies.
4. Supplies & tools necessary to perform required duties, keep the restrooms clean, and trash bags for receptacles.
5. Basic hand tools necessary for CARETAKER responsibilities.
6. Landline phone for CARETAKER's use, local access only.
7. High speed internet access to accommodate email correspondence with the office.
8. CARETAKER nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage for CARETAKER. CARETAKER is responsible for covering automobile liability for CARETAKER'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CARETAKER hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CARETAKER. CARETAKER is responsible for

covering automobile liability for CARETAKER'S vehicle(s) and trailer. -Coverage shall be at least as broad as:

- a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.
- b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

- (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CARETAKER; and with respect to liability arising out of work or operation performed by or on behalf of the CARETAKER; including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
- (ii) The CARETAKER'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CARETAKERS insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.
- (iv) The insurance policy required by this clause shall be endorsed to state that the CARETAKER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CARETAKER'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self-insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CARETAKER shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CARETAKER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CARETAKER shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CARETAKER may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CARETAKER shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CARETAKER has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CARETAKER shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CARETAKER to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CARETAKER shall be for

a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CARETAKER will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CARETAKER shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CARETAKER and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CARETAKER. No allowance will be granted by COUNTY for CARETAKER'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CARETAKER shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CARETAKER shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CARETAKER shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CARETAKER agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CARETAKER and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CARETAKER shall not be for any purpose of this Agreement, an employee, agent, or representative of COUNTY. The following shall apply under this Agreement:

- A. CARETAKER shall determine the method, details and means of performing the services to be provided by CARETAKER as described in this Agreement.
- B. CARETAKER shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CARETAKER in fulfillment of the services to be provided by CARETAKER.
- C. CARETAKER is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CARETAKER with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D. CARETAKER shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CARETAKER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- E. CARETAKER shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees
- F. COUNTY shall not withhold or pay, on behalf of CARETAKER, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CARETAKER.
- G. CARETAKER shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

10. POSSESSORY INTEREST

Parties to this Agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this

Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

11. TAX LIABILITY

CARETAKER agrees to pay all federal and state employment, income, or other taxes which may arise as a result as of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CARETAKER.

12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CARETAKER of any of its obligations under this Agreement and CARETAKER shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

13. HOLD HARMLESS

CARETAKER shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CARETAKER, in the performance of services rendered under this Agreement by CARETAKER, or any of CARETAKER'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

CARETAKER acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CARETAKER or CARETAKER'S property resulting from such disasters.

15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may terminate this Agreement forthwith, and CARETAKER shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CARETAKER from park property upon ten (10) days written notice.

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CARETAKER shall not unlawfully discriminate against any employee of the CARETAKER or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CARETAKER shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CARETAKER shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CARETAKER shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CARETAKER shall give written notice of its obligations under this clause in any labor agreement. CARETAKER shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CARETAKER agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees, members of the public, or recipients of services.

19. WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

20. COMPLETENESS OF INSTRUMENT

This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

21. SUPERSEDED PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

22. MODIFICATION

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective of this Agreement; and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the county of Yuba, State of California.

26. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and /or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with COUNTY enables such employee to influence the award of this Agreement or any competing agreement, nor a spouse or economic

dependent of such employee, shall be employed in any capacity by CARETAKER herein, or have any other direct or indirect financial interest in this Agreement.

29. NOTICES

All notices and demands of any kind which either Party may require or desire to service on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

COUNTY:

Dan Peterson, Public Works Director
County of Yuba
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

CARETAKER:

FIRST AND LAST NAME OF CARETAKER

5390 State Highway 20
Browns Valley, CA 95918

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

COUNTY OF YUBA

SIGNATURE NOT NEEDED FOR THIS TEMPLATE

Dan Peterson
Public Works Director

CARETAKER

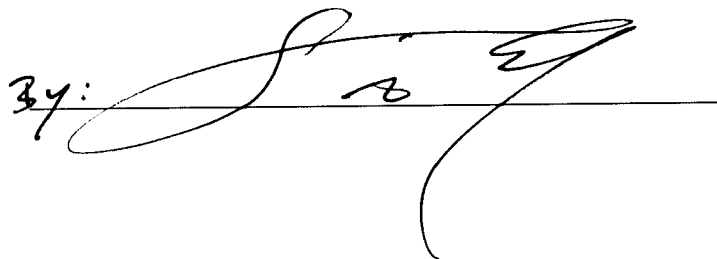
FIRST AND LAST NAME OF CARETAKER

NOTE: ONCE APPROVED BY THE BOARD OF SUPERVISORS, THE TEXT
BELOW WILL NOT BE INCLUDED IN FUTURE AGREEMENTS

INSURANCE PROVISIONS FOR THIS
AGREEMENT TEMPLATE APPROVED
JILL ABEL,
RISK MANAGER



THIS TEMPLATE APPROVED AS TO FORM:
MICHAEL J. CICCOTZI,
COUNTY COUNSEL

By: _____

**CAMP HOST MAINTENANCE AGREEMENT
HAMMON GROVE PARK & SYCAMORE RANCH**

This CAMP HOST Maintenance Agreement, (hereinafter referred to as "Agreement") is made and entered into by and between the COUNTY OF YUBA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and **FIRST AND LAST NAME**, an independent contractor, (hereinafter referred to as "CAMP HOST"), this **DAY** day of **MONTH**, **YEAR**.

WHEREAS, COUNTY is the owner of all that certain real property situated in the County of Yuba, State of California, and more particularly described as follows:

Sycamore Ranch:

Parcel 1:

Lot 4, Section 22, Township 16 North, Range 5 East, MDB&M.

Parcel 2:

Portion of the South half of the Northwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., and being more particularly described as follows:

Beginning at the one-quarter corner common to Sections 21 and 22, of said Township and Range; thence North 0 degrees 01 minutes 50 seconds West along the Westerly line of said Section 22, a distance of 211.80 feet to the centerline of the State Highway; thence along the centerline of the State Highway the following course and distances: North 67 degrees 21 minutes 30 seconds East, a distance of 333.84 feet to the beginning of a curve to the right with a radius of 2000 feet, and a central angle to 27 degrees 20 minutes a distance of 954.11 feet; thence South 85 degrees 18 minutes 30 seconds East to a point which is North 74 degrees 10 minutes East, a distance of 1622.74 feet and North 50 feet from the quarter corner common to Sections 21 and 22; thence South 50 feet to the Northwesterly corner of the land conveyed to the County of Yuba be deed recorded March 8, 1948, in Volume 119 of Official Records, Page 349 Yuba County records; thence South 23 degrees 41 minutes 30 seconds East along the Westerly line of the land conveyed to the County of Yuba, a distance of 490 feet to the East and West centerline of Section 22; thence North 89 degrees 55 minutes 30 seconds West along said East and West centerline of said Section a distance of 1750 feet, more or less, to the point of beginning.

Parcel 3:

Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 5 East, MDB&M., as shown upon the U.S. Surveyor General's Amended Plat filed August 17, 1898.

Hammon Grove:

Parcel:

That portion of the north ½ of Section 22, Township 16 north, Range 5 east, Mount Diablo Base and Meridian, beginning at a point on the southerly right of way line of California State Highway, Yuba-15-A, from which point the west quarter corner of said Section 22 bears S. 74d 10' 50" W. 1622.47 feet; thence from said point of beginning along a curve to the right from a tangent that bears S. 88d 39' 04" E. with a radius of 4450 feet, through an angle of 3d 20' 34" a distance of 259.62 feet (the chord of which bears S. 86d 58' 47" E. 259.61 feet); thence along the southerly right of way line of said State Highway S. 85d 18' 30" E. 766.98 feet; thence S. 23d 51' 15" W. 74.98 feet; thence S. 52d 02' 45" W. 559.05 feet; thence S. 69d 12' 30" N. 309.70 feet; thence N. 23d 41' 30" W. 653.92 feet to the point of beginning, containing 7.87 acres more or less.

WHEREAS, COUNTY has leased in the past, intends to lease in the future, and ultimately intends to acquire title from the United States Bureau of Land Management, the following real property situated in the County of Yuba, State of California, and more particularly described as follows:

Lots 5 and 8 of Section 22, Township 16 North, Range 5 East, M.D.M. according to Dependent Resurveys by the United States Department of the Interior, Bureau of Land Management, accepted July 24, 1997.

Parcel:

All that portion of Section 22, Township 16 North, Range 5 East M.D.B. & M., described as "PARCEL 1" on the map entitled, "Parcel Map No. 1.61 fir Ralph Byers", filed on January 31, 1973, in Book 12, of Maps, Page 77, records of Yuba County, said portion lying southerly of the following described line:

COMMENCING at the brass toppler monument at the intersection of the centerline of the 60' Roadway with the southerly line of "PARCEL 2" and "PARCEL 3", as shown on said Parcel Map No. 1.61, said monument bears South 89°11'25" West 1,976.06 feet, from the brass toppler monument stamped LS2692, marking the easterly ¼ corner of section 22, Township 16 North, Range 5 East, M.D.B & M., as shown on said Parcel Map No. 1.61; Thence from said Point of Commencement, North 80°25'03" West, 1,728.90 feet, to the POINT OF BEGINNING, also being the westerly terminus of the line described in that certain Grant Deed, recorded on April 17, 2019, in the Official Records, County of Yuba, Document Number 2019-004559 as "North 85°37'40" West, 643.86 feet"; Thence along said line South 85°37'40" East, 643.86 feet; Thence North 88°44'07" East 394.56 feet, to the point hereinafter referred to as "POINT A". Thence continuing along said line, North 88°44'07" East, 8.82 feet; Thence South 86°52'27" East, 333.77 feet, and the end of the herein described line. EXCEPTING THEREFROM all that portion lying westerly and northerly of the following described line: BEGINNING at the hereinabove described "POINT A", thence South 41°41'55" West, 158.39 feet; Thence South 82°35'32" West, 133.12 feet; Thence South 52°51'27" West, 136.46 feet; Thence North 37°08'33" West, 8.61 feet, to the westerly line of said "PARCEL 1" and the end of the herein described line.

For purposes of this Agreement, all of the above parcels are referred to as the "Park Property."

WHEREAS, said Park Property is devoted to and held for ultimate use for park and recreation purposes; and, thus, County is empowered under the provisions of Section 25536 of the California Government Code to enter into management and operation agreements involving all or any portion of said property without complying with the provisions of Title 3, Division 2, part 2, Chapter 5, Article 8 (commencing with Section 25520) of the California Government Code; and

WHEREAS, COUNTY desires to protect the Park Property from vandalism and theft and desires to enhance the park for recreational purposes for the benefit of the public; and

WHEREAS, CAMP HOST'S presence on the Park Property will further the purpose of enhancing the park for recreational purposes for the benefit of the public and the County will provide provisions rent free for the CAMP HOST to carry out this role.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. CONDITION OF AGREEMENT

This Agreement is subject to the provisions of that certain deed, dated March 1, 1948, executed by Yuba Consolidated Gold Fields, conveying title of the Park Property to County which requires the COUNTY to use the Park Property solely for recreational purposes for the benefit of the public. COUNTY AND CAMP HOST hereby warrant that this agreement is executed for the purpose of enhancing recreational uses as a benefit to the public and CAMP HOST agrees to use the Park Property consistent therewith.

This Agreement is further subject to the provisions of Chapter 8.79 of Title VIII of the Yuba County Ordinance Code which governs the use of Park Property, and CAMP HOST warrants and certifies that it has read, is familiar with, and understands the provisions of Chapter 8.79.

2. TERM OF AGREEMENT

The term of this Agreement shall continue in effect from the date hereinabove written for **a period of PERIOD OF AGREEMENT** up to a maximum of SIX (6) MONTHS, terminating on **END DATE**. COUNTY grants to CAMP HOST an option to renew this Agreement, subject to renegotiation as to the terms, conditions, and consideration, for up to an additional SIX (6) MONTHS. In the event CAMP HOST desires to exercise the option herein granted, it shall notify COUNTY, in writing, by registered mail, at least 60 DAYS prior to the expiration of the initial term. In the event, CAMP HOST fails to so notify COUNTY as hereinabove provided, then and in that event, the option shall be null and void. In the event COUNTY and CAMP HOST are unable to agree upon the terms, conditions, and consideration for the renewal period at least 30 DAYS prior to expiration of the initial term, then the option shall be null and void.

In the event the lease between the Bureau of Land Management and the County of Yuba is canceled or otherwise terminated and the COUNTY does not acquire title to the leased property, then this Agreement shall remain in effect only with respect to property owned by the County of Yuba.

3. CONSIDERATION

A. CAMP HOST shall receive no financial compensation from COUNTY as a result of this agreement.

B. BACKGROUND CHECK & AGREEMENT PROCESS

1. An individual pursuing the role of CAMP HOST begins first as a qualified applicant that is chosen by COUNTY from the applicant pool (hereinafter referred to as "APPLICANT").
2. If APPLICANT is determined to be qualified and is chosen by COUNTY to be a future CAMP HOST, COUNTY will extend a conditional-offer for the CAMP HOST agreement to APPLICANT, at which point a background check of APPLICANT will begin.
3. APPLICANT is subject to a background check before beginning services. APPLICANT's eligibility for CAMP HOST agreement is dependent upon the return of a satisfactory background check.

i. **IMPORTANT: Under no circumstance, will APPLICANT (and/or any accompanying party) act as, perform as, or claim to be, a CARETAKER, a CAMP HOST, or COUNTY-affiliated in any way until after the return of a satisfactory background check AND being told by COUNTY to begin performing CAMP HOST role.**

4. At the discretion of COUNTY, after a conditional-offer is extended by the COUNTY to APPLICANT, and before CAMP HOST agreement is fully executed, APPLICANT has the option to occupy a campsite, at a reduced or zero-dollar fee, during the processing of the background check.

5. BACKGROUND CHECK DETERMINATION

- i. If COUNTY determines a background check to be satisfactory, COUNTY may determine APPLICANT to be eligible for CAMP HOST agreement and inform APPLICANT that he/she may begin performing role as CAMP HOST, and CAMP HOST agreement may transition from conditional-offer status to fully executed.
 - ii. If a background check is determined to be unsatisfactory, COUNTY will immediately terminate conditional-offer, and APPLICANT is no longer considered eligible for CAMP HOST agreement.
6. At the discretion of COUNTY, if and when COUNTY determines APPLICANT to be ineligible for the CAMP HOST role, APPLICANT may be

allowed to occupy a standard campsite, at a reduced or zero-dollar fee, for up to ten (10) additional days to find other accommodations.

C. CAMP HOST shall provide the following upon the Park Property:

1. REQUIREMENTS

- i. CAMP HOST must be 21 years of age or older and **"WILL" OR "WILL NOT"** reside on the premises. Only the individuals that are hired to perform role, their minor (under 18-year-old) children, and no more than one (1) additional adult person are allowed to stay on premises. Minors are to limit their contact with campground guests. If an additional adult person resides with CAMP HOST, that additional adult person must be at least 21 years of age, will be subject to a background check, and must have a separate CAMP HOST agreement.
- ii. CAMP HOST to provide a self-contained recreational vehicle no longer than forty (40) feet and no wider than nine (9) feet and said vehicle shall be properly registered and insured as detailed below. Tents or tent type campers will not be permitted. No other structures, corrals, pens or cages will be constructed. CAMP HOST pad/area shall be kept clean and tidy, free of garbage, debris, junk, excess vehicles, or collections. Upon completion of the contract the area will be vacated and left clean. The County will not be responsible for any costs incidental to moving onto, setup or moving away from the site.
- iii. CAMP HOST shall provide their own transportation at no expense to the County in the performance of the duties required. Little to no travel by vehicle will be required. All vehicles used by CAMP HOST shall be properly registered and insured. A golf cart may be supplied by the COUNTY for some functions.

2. ROLE

- i. CAMP HOST role is a volunteer position with no financial compensation from COUNTY.
- ii. CAMP HOST, while performing services, will be courteous and helpful to all visitors and County staff. CAMP HOST should alert the County Staff if CAMP HOST cannot perform services or observes an unsafe or hazardous condition.
- iii. With general direction, CAMP HOST should be reasonably self-sufficient in performing CAMP HOST's duties.
- iv. The primary role of the CAMP HOST is to provide a fun and safe environment for visitors through welcoming visitors, providing

information and assistance, giving reminders of rules, and monitoring reservations. The secondary responsibility of the CAMP HOST is to assist with the CARETAKERS' responsibilities such as light maintenance, care, and monitoring of the park.

- v. CAMP HOST will perform role **"AND RESIDE" OR "BUT NOT RESIDE"** at Hammon Grove and/or Sycamore Ranch, in designated location, with designated tasks as assigned by COUNTY. Task and responsibilities may be assigned at either park.
- vi. CAMP HOST will perform role 25 – 30 hours per week towards the duties of this agreement.

3. GENERAL DUTIES

- i. Welcome visitors and answers questions about the park & campground, its rules and policies, or the local area. Always being friendly and helpful.
- ii. Remind visitors of park and campground rules and policies.
- iii. Perform compliance checks: Ensure that the proper campsites are or aren't occupied according to reservation system. Log any discrepancies. Ensure that check-outs are done on time. Give reminders of policies, if check-outs have not left after scheduled check-out time.
- iv. Assist campers in locating their site, the facilities, amenities, or local resources and attractions.
- v. Maintain watchful care over the park property, buildings, and equipment, and to contact the appropriate police, fire protection agency, and COUNTY authorities when the need arises.
- vi. Post park reservation schedules.
- vii. Light cleaning tasks, such as: empty trash receptacles, clean picnic table, and clear BBQ and fire-pits as necessary.
- viii. Restock restroom supplies.
- ix. Maintain presentable personal appearance during open park hours and when in contact with the public. CAMP HOST will wear a shirt, pants (or shorts), footwear, and nametag (to be worn during open park hours).
- x. If need be, CAMP HOST may be asked to assist CARETAKER in those related responsibilities, such as:

1. Check and clean park daily.
2. Open the park daily thirty (30) minutes before sunrise and close the park daily no later than thirty (30) minutes after sunset.
3. Maintain restroom facilities daily to assure cleanliness and adequate hygiene supplies are stocked.
4. Water grass areas and trees per watering schedule.
5. Perform physical maintenance tasks such as shoveling, raking, painting, graffiti removal, minor repairs to equipment and facilities, and litter pick up, some of which may require operating light hand tools.
6. Operate light power tools to help in maintenance procedures, such as leaf-blowers, various trimmers, or lawn mowers.

D. COUNTY shall provide the following described services and materials to the CAMP HOST upon the Park Property for the execution of CAMP HOST'S duties as detailed above:

1. Recreational vehicle facilities for CAMP HOST to include a paved or gravel auto parking area at Park Property, level pad for a recreation vehicle not longer than 40 feet and no wider than 9 feet, non-potable water, sewer, and 120-volt electrical hookups.
2. Training and information.
3. Contact information with the County and local agencies.
4. Supplies & tools necessary to perform required duties, keep the restrooms clean, and trash bags for receptacles.
5. Basic hand tools necessary for CAMP HOST responsibilities.
6. Landline phone for CARETAKER's use, local access only.
7. CAMP HOST nametag.

4. INSURANCE

Prior to rendering services provided by the terms and conditions of this Agreement, COUNTY shall acquire and maintain during the term of this Agreement, general liability insurance coverage

for CAMP HOST. CAMP HOST is responsible for covering automobile liability for CAMP HOST'S vehicles(s) and trailer. The limits of insurance herein shall not limit the liability of the CAMP HOST hereunder.

4.1 TERM. Policies of insurance shall be in effect during the term of this Agreement.

4.2 MINIMUM SCOPE OF INSURANCE. COUNTY shall procure insurance covering general liability for CAMP HOST. CAMP HOST is responsible for covering automobile liability for CAMP HOST'S vehicle(s) and trailer. -Coverage shall be at least as broad as:

a. Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO form. A non-ISO form must be reviewed and approved by the COUNTY Risk Manager prior to acceptance of the Agreement.

b. Insurance Services Office Business Auto Coverage form Number CA 0001 0187 covering Automobile Liability, code I "any auto" and Endorsement CA 0029.

4.3 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain the following provisions:

a. General Liability and Automobile Liability Coverage's.

- (i) The COUNTY and its officers, employees and volunteers are to be covered as insured with respect to: liability arising out of automobiles owned, leased, hired or borrowed by or on the behalf of the CAMP HOST; and with respect to liability arising out of work or operation performed by or on behalf of the CAMP HOST; including materials, parts or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
- (ii) The CAMP HOST'S insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers and any other insured's under this Agreement. Any insurance or self-insurance maintained by the County, its officials, employees and volunteers or other insured shall be excess of the CAMP HOSTS insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officials, employees and volunteers or other insureds under this agreement.

- (iv) The insurance policy required by this clause shall be endorsed to state that the CAMP HOST'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.

4.4 ACCEPTABILITY OF INSURERS. CAMP HOST'S insurance is to be placed with insurers with a current A.M. Best's rating of not less than that of A:VII. It is understood that the COUNTY shall self-insure for general liability exposure.

4.5 MINIMUM LIMITS OF INSURANCE.

1. COUNTY shall maintain limits no less than:

a. Commercial General Liability: One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. CAMP HOST shall maintain limits no less than:

a. Automobile Liability: \$100,000 combined single limit per accident for bodily injury or property damage.

4.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS. Except as otherwise provided in this Agreement, any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials, employees and volunteers; or, the CAMP HOST shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.8 VERIFICATION OF COVERAGE.

a. CAMP HOST shall furnish COUNTY with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificate(s) and endorsements(s) for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsements(s) are to be on forms approved by the COUNTY before CAMP HOST may reside on Park Property. COUNTY reserves the right to require complete, certified copies of all required insurance policies at any time.

b. CAMP HOST shall not reside on Park Property under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CAMP HOST has delivered the certificate(s) of insurance and endorsements(s) to COUNTY as previously described. If CAMP HOST shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CAMP HOST to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CAMP HOST shall be for a period of time sufficient to cover the term of the Agreement. It is understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, CAMP HOST will deliver to COUNTY certificate(s) and endorsement(s) evidencing a renewal or new policy to take the place of the policy expiring.

5. IMPROVEMENTS AND ALTERATIONS

Any improvements, modifications, attachments and appurtenances made to the premises by CAMP HOST shall become the sole and exclusive property of COUNTY on termination of this Agreement. Any alterations or improvements shall be done at the expense of the CAMP HOST and are permitted only with the prior written consent and approval by the COUNTY of plans and specifications submitted by CAMP HOST. No allowance will be granted by COUNTY for CAMP HOST'S costs of improvements except by specific written agreement approved in advance. Any such agreement shall become a part of this Agreement.

CAMP HOST shall submit, prior to the commencement of construction of any improvement, fixture or appurtenance, a development plan, showing the location, type of construction and external appearance of said facility or facilities. The development plan shall be submitted to and approved by the Yuba County Board of Supervisors. All improvements shall conform to and comply with the development plan as approved.

6. MAINTENANCE

CAMP HOST shall maintain all property situated on the Park Property in a safe, clean and orderly manner, including any improvements made subsequent to the commencement of the Agreement. In addition, CAMP HOST shall surrender the premises in good and sanitary conditions, excepting reasonable wear and tear.

7. USE OF PREMISES

The Park Property shall be used, occupied and conducted exclusively as and for a public park. CAMP HOST agrees not to use or permit the use of the premises in any illegal manner, and further agrees that it will not conduct any business in violation of Federal, State or County laws, rules or regulations or in such a manner as to interfere with use of the general premises by COUNTY, the public, or other occupants or to create a nuisance thereon.

8. INSPECTION

COUNTY shall have the right to inspect the Park Property at any reasonable time. In the event of fire or other imminent catastrophe, COUNTY, or its agents shall have the right to force entry at any time.

9. NO AGENCY, EMPLOYEE, OR REPRESENTATIVE RELATIONSHIP

For all purposes arising under this Agreement, CAMP HOST and each and every employee, agent, servant, partner, shareholder, contractor, and subcontractor of CAMP HOST shall not be for any purpose of this Agreement, an employee, agent, or representative of COUNTY. The following shall apply under this Agreement:

- A. CAMP HOST shall determine the method, details and means of performing the services to be provided by CAMP HOST as described in this Agreement.
- B. CAMP HOST shall be responsible to the COUNTY for the requirements and results specified by this Agreement and shall not be subject to the COUNTY'S control with respect to the means, method, physical actions or activities of CAMP HOST in fulfillment of the services to be provided by CAMP HOST.
- C. CAMP HOST is not, and shall not be entitled to receive from, or through the COUNTY and COUNTY shall not provide, or be obligated to provide, the CAMP HOST with Worker's Compensation coverage, unemployment insurance coverage or any other type of employee or workers insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D. CAMP HOST shall not be entitled to have the COUNTY withhold or pay and COUNTY shall not withhold or pay, on behalf of the CAMP HOST, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- E. CAMP HOST shall not be entitled to participate in, or receive any benefit from, or make any claim against, or fringe benefit program, including, but not limited to, COUNTY'S pension plan, medical and health care plan, dental plan, life insurance plan, vacation and leave program or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY'S employees
- F. COUNTY shall not withhold or pay, on behalf of CAMP HOST, any federal, state or local tax, including, but not limited to, any personal income tax, owed by CAMP HOST.
- G. CAMP HOST shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY or any of COUNTY'S departments, agents, or employees in any way without the written consent of the COUNTY.

10. POSSESSORY INTEREST

Parties to this Agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by COUNTY with the provisions of the California Revenue and Taxation Code, 107.6, this recital shall be deemed full compliance by the County of Yuba. All questions of initial determination of possessory interest and evaluation of such interests, if any, shall be the responsibility of the Yuba County Assessor. A taxable possessory interest may be created by this Agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

11. TAX LIABILITY

CAMP HOST agrees to pay all federal and state employment, income, or other taxes which may arise as a result as of this Agreement, and to indemnify the COUNTY in the event COUNTY is found liable for payment of any such tax on behalf of CAMP HOST.

12. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assigned, either in whole or in part, nor shall use of the property or any portion thereof be assigned without prior written consent of COUNTY. Any attempted assignment in violation of this paragraph is void. The use of a subcontractor or assignee shall not relieve CAMP HOST of any of its obligations under this Agreement and CAMP HOST shall be as responsible for the activities of any subcontractor or assignee as it is for its own activities.

13. HOLD HARMLESS

CAMP HOST shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CAMP HOST, in the performance of services rendered under this Agreement by CAMP HOST, or any of CAMP HOST'S officers, agents, employees, contractors, or subcontractors.

14. NATURAL DISASTERS

CAMP HOST acknowledges they are aware that portions of Park Property are subject to flooding and are at risk for potential forest fires. COUNTY will not be responsible for any damages or injuries to CAMP HOST or CAMP HOST'S property resulting from such disasters.

15. CONDEMNATION

In the event of the taking of either the whole or part of the Park Property by any public authority or entity under eminent domain, or similar statutes, the COUNTY, at COUNTY'S election, may

terminate this Agreement forthwith, and CAMP HOST shall have no right to participate in any of the compensation generated by said eminent domain proceedings.

16. TERMINATION

The COUNTY, in its sole discretion, may terminate this Agreement without cause and require the removal of the CAMP HOST from park property upon ten (10) days written notice.

17. NON-DISCRIMINATION

Throughout the duration of this Agreement, CAMP HOST shall not unlawfully discriminate against any employee of the CAMP HOST or of the COUNTY or applicant for employment or for services or any member of the public because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation. CAMP HOST shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CAMP HOST shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CAMP HOST shall also abide by the Federal Civil Rights Acts of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CAMP HOST shall give written notice of its obligations under this clause in any labor agreement. CAMP HOST shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

18. REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CAMP HOST agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees, members of the public, or recipients of services.

19. WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

20. COMPLETENESS OF INSTRUMENT

This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

21. SUPERSEDED PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

22. MODIFICATION

No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the objective of this Agreement; and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. PARTIAL INVALIDITY

If any term, covenant, phrase, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the county of Yuba, State of California.

26. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

27. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and /or

federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

28. CONFLICT OF INTEREST

Neither an employee of COUNTY whose position with COUNTY enables such employee to influence the award of this Agreement or any competing agreement, nor a spouse or economic dependent of such employee, shall be employed in any capacity by CAMP HOST herein, or have any other direct or indirect financial interest in this Agreement.

29. NOTICES

All notices and demands of any kind which either Party may require or desire to service on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

COUNTY:

Dan Peterson, Public Works Director
County of Yuba
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

CAMP HOST:

FIRST AND LAST NAME OF CAMP HOST

5390 State Highway 20
Browns Valley, CA 95918

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

COUNTY OF YUBA

SIGNATURE NOT NEEDED FOR THIS TEMPLATE

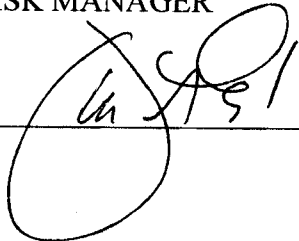
Dan Peterson
Public Works Director

CAMP HOST

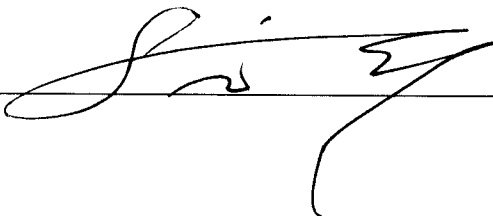
FIRST AND LAST NAME OF CAMP HOST

NOTE: ONCE APPROVED BY THE BOARD OF SUPERVISORS, THE TEXT BELOW WILL NOT BE INCLUDED IN FUTURE AGREEMENTS

INSURANCE PROVISIONS FOR THIS
AGREEMENT TEMPLATE APPROVED
JILL ABEL,
RISK MANAGER



THIS TEMPLATE APPROVED AS TO FORM:
MICHAEL J. CICCOTZI,
COUNTY COUNSEL

By: _____