

County Contract No.

Department
County Administrative Officer

TRINITY COUNTY
Board Item Request Form
2014-02-11

4.02

Contact

Tony Miller/Jo Scott

Phone

530 623-1319

Requested Agenda Location

County Matters

Requested Board Action:

Approve a memorandum of understanding with the Greater Hayfork Valley Park and Recreation District to provide management and general maintenance for Hayfork Park.

Fiscal Impact:

General fund savings.

Motion:_____ Second_____ Roll Call: Ayes:_____ Nays:_____ Tabled To:_____

Action:

Notes:

ADMINISTRATIVE STAFF REPORT

Subject: MOU with Greater Hayfork Valley Park and Recreation District (GHFVPR)

Date: February 11, 2014

ISSUE: Should the Board Approve the MOU with the Greater Hayfork Valley Park and Recreation District to provide management and general maintenance for Hayfork Park?

Over the past three years the GHFVPR has assumed most of the general maintenance and management responsibilities of the Hayfork Park facility. They have implemented community supported projects and addressed needs and concerns brought forth from the users of Hayfork Park. Through their collaborative efforts they have and continue to provide excellent service to the park, the county, and the Hayfork community. County staff applauds the long term, dedicated efforts and commitment of the District in caring for this vital part of the community.

The MOU as drafted provides that the District will continue to maintain the park and its infrastructure and be responsible for scheduling of events. In exchange, the District will receive any revenue generated by use of the facilities by other organizations.

The Facilities Operations Superintendent for Trinity County will continue to work with, and support the Greater Hayfork Valley Park and Recreation District in their endeavors with the Park.

ALTERNATIVES INCLUDING FINANCIAL IMPLICATION:

1. Approve MOU with GHVPRD. Fiscal impact none.
2. Not approve MOU. This would result in continued status quo of limited General Service's onsite management of Hayfork Park. Loss of unknown rental revenues to help offset maintenance cost.

RECOMMENDATION: It is staff's recommended that the board approve the memorandum of understanding with the Greater Hayfork Valley Park and Recreation District to provide management and general maintenance for Hayfork Park.

____Wendy G. Tyler_____
Department head signature line

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TRINITY
AND
GREATER HAYFORK VALLEY PARK AND RECREATION DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into this 25th day of February, 2014 between the County of Trinity ("COUNTY"), a political subdivision of the State of California, and GREATER HAYFORK VALLEY PARK AND RECREATION DISTRICT ("DISTRICT"), an Independent Special District and non-profit foundation "Friends of the Hayfork Park", and supersedes the Agreement made July 6, 1993 and subsequently amended April 2002, July 2004 and January 2005.

PREAMBLE

WHEREAS, Trinity County ("COUNTY") owns and operates HAYFORK PARK ("PARK"), a multiuse public park located in Hayfork, California, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the COUNTY must approve any work done within the PARK; and

WHEREAS, the DISTRICT would like to provide management and general maintenance and upkeep of the PARK; and

WHEREAS, the DISTRICT has previously received grant awards for improvements to the pool located in the PARK from the Roberti-Z'Berg-Harris 2000 Bond Act, Safe Neighborhood Parks, Clean Water, Clean Air, and Costal Protection Bond Acts of 2000 and 2002; and

WHEREAS, the parties desire to define their respective authority and responsibilities in conducting these activities at the PARK; and

NOW, THEREFORE the parties agree as follows:

1) **DUTIES AND RESPONSIBILITIES OF THE COUNTY:**

- a) COUNTY will not supply labor or personnel to the DISTRICT.
- b) Provide DISTRICT with an inventory of all COUNTY equipment to be used described in Exhibit "C" attached hereto and by this reference made a part hereof. Upon termination of the Agreement, COUNTY will require all equipment on inventory list to be returned to the COUNTY. An annual inventory check will be done each October.
- c) COUNTY shall allow DISTRICT to use County equipment and tools, see Exhibit "C".
- d) COUNTY shall provide the DISTRICT with PARK trash cans and a solid waste dump charge card towards trash disposal for the waste collected through the normal course of maintenance, the normal average is (6) six, 33 gallon trash bags per week. The card will be provided by the Trinity County Building and Development Services Department, Facilities Maintenance Division. Waste generated through special events at the PARK will be the responsibility of the generator to dispose of properly.
- e) COUNTY shall be provide a one-time training and review of the process of the opening of the PARK, in April, and winterizing and closing of the PARK in October, depending on weather, with the DISTRICT.

2) DUTIES AND RESPONSIBILITIES OF THE DISTRICT:

- a) DISTRICT shall provide management of the park and all its activities, including scheduling special events and public use rentals at the PARK grounds.
- b) DISTRICT shall receive all revenue for use of park.
- c) Upon execution of this agreement, DISTRICT shall transfer all utilities into their name and shall be responsible for payment of same.
- d) DISTRICT shall provide routine general maintenance of the PARK grounds and equipment to ensure the PARK and all equipment is in a safe condition. DISTRICT shall follow the PARK maintenance schedule, described in Exhibit "B" attached hereto and by this reference made a part hereof.
- e) DISTRICT may hire PARK employees and workers for maintenance and upkeep of the PARK. They shall be paid out of the DISTRICT'S budget.
- f) DISTRICT shall maintain the PARK grounds. Said maintenance shall include all assigned PARK grounds per Exhibit "A". Including, but not limited to, maintaining the sprinkler systems and performing regular sprinkler checks and minor repairs as needed for the PARK and lawns, and any other seasonal maintenance required. .
- g) Maintain all assigned PARK tools and equipment, listed in Exhibit "C". Additional tools and equipment may be assigned at any time and as funds allow. Exhibit "C" shall be updated as additional tools and equipment are assigned.
- h) DISTRICT will be responsible for costs related to equipment and tool repairs and maintenance. If a piece of equipment and/or tool becomes lost, broken or unsafe the DISTRICT will contact COUNTY to see if extra funds are available for replacement costs. DISTRICT shall notify COUNTY of any unsafe equipment on the supplied inventory list, Exhibit "C". If the DISTRICT desires to purchase additional equipment they will do so at their own expense and discretion. Upon termination of this MOU, all property purchased by the DISTRICT with DISTRICT'S funds shall remain DISTRICT property. All COUNTY purchased equipment shall revert back to the COUNTY.
- i) DISTRICT is responsible for the daily opening and closing of the restrooms. Restrooms shall be cleaned and sanitized on a daily basis by COUNTY, excluding weekends. During the period of May 1st through September 15th restrooms shall be open from 8:00 a.m. to 8:00 p.m.
- j) Picking up municipal solid waste that accumulates around the PARK grounds, excluding all other waste types and transporting to assigned dumpster or solid waste transfer site.
- k) Report any major vandalism to the County Building and Grounds Superintendent or assigned staff immediately.

3) INDEMNIFICATION AND INSURANCE:

- a) MUTUAL INDEMNIFICATION: Each party shall hold harmless and indemnify the other party against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of injury to or death of persons or loss of or damage to property arising out of any act or omission of the parties, its officers, or employees, under the terms of this MOU.

- b) COMPLIANCE WITH APPLICABLE LAWS: The DISTRICT shall comply with any and all federal, state and local laws affecting the services covered by this MOU.
- c) INSURANCE: The DISTRICT shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (one million dollars) and a Worker's Compensation insurance policy as required by the Labor Code of the State of California and Employers' Liability insurance. Said policy shall remain in force through the life of this MOU and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The County shall be named as an insured on the general liability policy. The insurer shall supply a certificate of insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for thirty (30) day advance notice to County of any termination or reduction in coverage.
- d) WORKER'S COMPENSATION: The DISTRICT acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.
- e) NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Agreement, the DISTRICT shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- 4) RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the DISTRICT, and the agents and volunteers thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- 5) SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Agreement are personal to the DISTRICT and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- 6) TERM OF AGREEMENT: This Agreement shall have an initial contract term which shall run from February 25, 2014 through February 28, 2019 with annual review meetings between the COUNTY and DISTRICT. Upon the ending date of the initial contract period parties shall review the agreement and current conditions of the PARK.
- 7) TERMINATION: Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by certified mail.
- 8) NOTICES: All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and sent by First Class United States Mail, postage prepaid to the following address:

DISTRICT Address for notice:

Greater Hayfork Valley
Park & Recreation District
Mike Fillette
PO Box 1598

County's Address for notice:

Trinity County
Office of the County Administrator
PO Box 1613
Weaverville, CA 96093

Hayfork, CA 96041

- 9) The provisions of this MOU may not be modified, except by a written instrument signed by both parties.
- 10) This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- 11) The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this MOU pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this MOU on behalf of each party are the duly designated agents of each party and are authorized to do so.
- 12) This MOU shall be governed, construed and enforced in accordance with the laws of the State of California.
- 13) If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- 14) This MOU shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.
- 15) No provision of this MOU or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding effective as of the date first written above.

DATE: _____

DATE: _____

COUNTY OF TRINITY:

DISTRICT:

By _____
JUDITH N. PFLUEGER
Chairman of the Board

By _____
RICK FOWLER
President of the District

APPROVED AS TO FORM:

By _____
DAVID PRENTICE
Trinity County Counsel

Exhibit "A"
Map

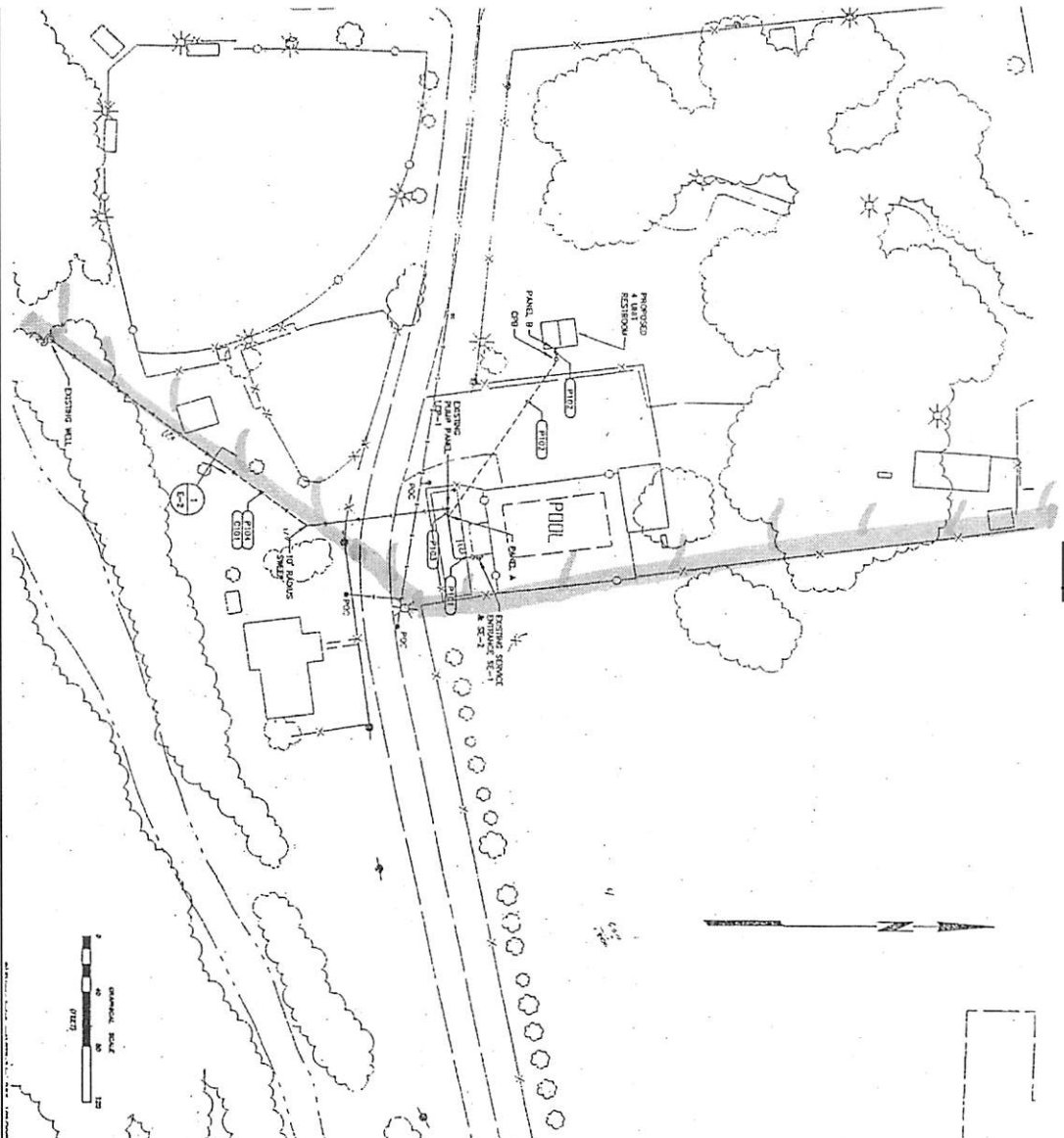


Exhibit "B"
Inspection Standards

Equipment Maintenance Schedule

Mower:

Daily

- Visual inspection before every use (make sure nothing is loose or missing etc...)
- Check fluids, coil, coolant, hydraulic fluid
- Tire Pressure

Weekly

- Check belts for wear and tension
- Check blade condition and make sure they are tight
- Check and clean air filter (replace when needed)

Monthly

- Change oil and filter

Annually

- Change coolant, hydraulic fluid and filter

Note: Always inspect hand tools to make sure they are in good condition and can be used safely. Make sure guards are in place on all equipments that require guards. Personnel are to wear proper protective equipment when using certain equipment, (i.e., string trimmers and mower). Hearing protection and eye protection are required for operation of mower. Helmet with face shield, hearing protection, safety glasses, and gloves are required for weed eater.

Exhibit "C"
County Property - Tool and Equipment List

- Large riding type mower
- 5 gal. gas can
- Shovel
- Assorted brooms and dust pans
- Wheel barrow and Large trash can for hauling
- Safety equipment including face shield, earplugs, goggles, gloves
- Assorted supplies located at the PARK at the time of execution of this agreement to be used for regular maintenance