

**BEFORE THE BOARD OF SUPERVISORS
SITTING AS THE
TULARE PUBLIC CEMETERY DISTRICT**

IN THE MATTER OF Approve agreement
with the County of Tulare

)
) Resolution No. TPC 2025-007
) Agreement No. TPC-02
)
)

UPON MOTION OF TRUSTEE VALERO, SECONDED BY TRUSTEE TOWNSEND, THE FOLLOWING WAS ADOPTED BY THE BOARD OF TRUSTEES, AT AN OFFICIAL MEETING HELD JULY 8, 2025, BY THE FOLLOWING VOTE:

AYES: TRUSTEES MICARI, VANDER POEL, SHUKLIAN, VALERO, AND TOWNSEND
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE



ATTEST: MELINDA BENTON
CHIEF CLERK/
CLERK OF THE BOARD OF TRUSTEES

BY: Melinda B
Chief Clerk

* * * * *

1. Approved an agreement with the County of Tulare to provide administrative services effective July 1, 2025 until terminated, in an amount not to exceed \$2,000 annually.
2. Authorized the District Chair to sign the Agreement on behalf of the District.



TULARE PUBLIC CEMETERY DISTRICT

AGENDA ITEM

TRUSTEES

LARRY MICARI
Trustee

PETE VANDER POEL
Trustee

AMY SHUKLIAN
Trustee

EDDIE VALERO
Trustee

DENNIS TOWNSEND
Trustee

AGENDA DATE: July 8, 2025

SUBJECT: Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025, in an amount not to exceed \$2,000 annually

REQUEST(S):
That the Board of Trustees:

1. Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025 until terminated, in an amount not to exceed \$2,000 annually.
2. Authorize the District Chair to sign the Agreement on behalf of the District.

SUMMARY:

In order to ensure efficient and appropriate operations of the Tulare Public Cemetery District, staff is requesting the District enter into an agreement for comprehensive administrative services with the County of Tulare. This agreement allows the District maximum flexibility to request assistance from various County departments, including, but not limited to, County Administrative Office, Human Resources and Development, Tulare County Information and Communications Technology, and General Services.

Assistance from these County departments will help improve operations, accessibility to the public, and improve transparency with the public.

FISCAL IMPACT/FINANCING:

This Agreement will result in an increase to the annual budget of approximately \$2,000. However, assistance from the County department will likely improve the District's operational efficiencies over time, which may result in an overall savings.

SUBJECT: Approve an agreement with the County of Tulare to provide administrative services effective July 1, 2025, in an amount not to exceed \$2,000 annually

DATE: July 8, 2025

ADMINISTRATIVE SIGN-OFF:

/s/ Clara Bernardo
Clara Bernardo
District Manager

Cc: County Board of Supervisors

ATTACHMENT(S) –

Attachment A – Agreement with County of Tulare

**AGREEMENT BETWEEN
TULARE PUBLIC CEMETERY DISTRICT
AND COUNTY OF TULARE CONCERNING
ADMINISTRATIVE AND PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2025, by and between the **TULARE PUBLIC CEMETERY DISTRICT**, a public cemetery district organized and existing under the laws of the State of California ("TPCD" or "District"), and **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"). TPCD and COUNTY are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. TPCD is a public cemetery district organized and existing under the laws of the State of California, including, but not limited to, Part 4 (commencing with section 9000) of Division 8 of the California Health and Safety Code; and
- B. The mission of TPCD is to "strive to provide respectful interment services and assist families with care and consideration in a dignified and pleasant atmosphere to the community we serve within the district and maintain our cemetery grounds"; and
- C. Heretofore TPCD has been governed by a five-member board of trustees appointed by the Tulare County Board of Supervisors ("Board of Supervisors"); and
- D. Recently TPCD staff and trustees of the District have reported being subjected to public harassment and threats of violence by members of the public, impairing TPCD's ability to conduct public meetings and carry on the day-to-day activities of TPCD; and
- E. Three of the five appointed trustees of TPCD recently tendered their resignations, leaving the TPCD board of trustees without a quorum to continue orderly operations of the District; and
- F. In addition, the Golden State Risk Management Authority ("GSRMA") has informed the District that due to the instability of the District's board of trustees GSRMA intends to terminate the District's insurance coverage, rendering the District unable to continue operations unless it can demonstrate board stability; and
- G. California Health and Safety Code section 9026(a) authorizes the Board of Supervisors to appoint itself as the board of trustees for a public cemetery district in place of a previously-appointed board of trustees and
- H. The Board of Supervisors has found and determined that appointing itself as the

Board of Trustees of TPCD will promote efficient governance and oversight of the District's operations, ensuring the continued provision of cemetery services to the community; and

- I. On June 10, 2025, pursuant to California Health and Safety Code section 9026, the Board of Supervisors adopted a resolution declaring its intent to assume governance of TPCD and hold a public hearing on the matter; and
- J. The Board of Supervisors held the required public hearing on July 1, 2025 and received and considered oral and written comments concerning its intent to appoint itself as the board of trustees of the TPCD; and
- K. Following the close of the public hearing the Board of Supervisors found and determined that the value of written protests filed by registered voters within the District against such action and not withdrawn were less than 10 percent of the registered voters of the District; and
- L. The Board of Supervisors by a majority vote then adopted a resolution terminating the appointed board of trustees and appointing itself as the board of trustees of the District, with the result that the terms of the remaining two trustees appointed by the Board of Supervisors terminated immediately; and
- M. It appears that at least for the time being TPCD needs the assistance of administrative and professional staff of the COUNTY to carry out its operational activities in an effective and efficient manner, and
- N. The COUNTY has administrative and professional staff available to provide such services, and it appears to the Board of Supervisors that TPCD has the financial resources needed to pay the COUNTY for such services.

NOW, THEREFORE the Parties agree as follows:

1. Upon TPCD's request, COUNTY shall provide TPCD with such administrative and professional services as may be necessary or convenient to enable TPCD to carry out its operational activities in an effective and efficient manner. Such services shall be provided by personnel from the offices of the Board of Supervisors, County Administrative Officer, General Services Agency, Human Resources and Development, Information Communications & Technology, and other offices and agencies as determined by the County Administrative Officer or designee. This shall be in addition to the workforce employed by TPCD, which workforce, subject to the personnel rules of TPCD, shall continue to be employees of TPCD and not of COUNTY. Likewise, any contractors utilized by TPCD shall, subject to the policies and procedures of TPCD and the terms of their respective contracts, continue to be independent contractors of TPCD and not of COUNTY.

2. COUNTY shall provide staff as requested by the TPCD Chair or designee to attend all regular meetings of the Board of Trustees of TPCD. All personnel assigned to provide services hereunder shall perform services for TPCD on such days and at such hours as necessary to perform the services specified.

3. TPCD is required to prepare a budget and work program for each fiscal year. Effective as of July 1, 2025, or as soon as feasible thereafter, such annual budget shall specify the reimbursement to be paid to COUNTY during the current fiscal year for services to be furnished under this Agreement during that fiscal year, but at no time shall the total amount expended exceed \$2000.00. Such budgeted amount shall take into account the time and salaries of COUNTY employees who will be performing work for TPCD, all incidental costs pertaining to such COUNTY employees such as, but not limited to, retirement and insurance contributions by COUNTY, transportations expenses, costs of equipment and supplies to be acquired by COUNTY to perform the services, costs of supervision, and all other incidental costs which will be incurred by COUNTY, so that the amount budgeted by TPCD for payment to COUNTY will reasonably approximate the actual cost to COUNTY of providing such services during the fiscal year. TPCD shall pay COUNTY (a) one-half (1/2) of said budgeted amount in September of each year and the remaining one-half (1/2) in April of each year, or (b) such amounts and at such times as the Parties determine are consistent with TPCD's resources and COUNTY'S needs.

4. If the amount budgeted and paid by TPCD to COUNTY for services by COUNTY during any fiscal year does not reasonably approximate the actual costs incurred by COUNTY during such fiscal year, then the budget for the next fiscal year shall be increased or decreased by an amount sufficient to correct the underpayment or overpayment to COUNTY for the prior fiscal year.

5. To the extent COUNTY personnel need to be on site at TPCD to provide services hereunder, from its existing facilities and resources TPCD shall provide reasonable access to office space and related support for such personnel. The cost of such office space and support shall be borne by TPCD through its annual budget.

6. In rendering such services to TPCD, the standards of performance, the assignment and discipline of employees, and other matters incident to the performance of such services and the control of such personnel, shall remain in COUNTY. In the event of a dispute between the Parties concerning the extent of the duties and functions to be rendered under this Agreement, or the level or manner of performance of such services, the determination of COUNTY Administrative Officer shall be final with regard to the services performed by employees in their respective departments under this Agreement.

7. To facilitate the performance of services under this Agreement, it is agreed that COUNTY shall have full cooperation and assistance from TPCD and its workforce and

contractors.

8. All persons employed in the performance of services for TPCD under this Agreement shall be COUNTY employees. However, COUNTY may from time-to-time subcontract portions of the required work, with the prior approval of TPCD's Board of Trustees.

9. TPCD shall have no responsibility for the payment of any salaries, wages, or other compensation to any COUNTY personnel performing services for TPCD pursuant to this Agreement, or any liability other than that provided for in this Agreement. TPCD shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment.

10. Pursuant to Sections 895-895.8 of the Government Code, COUNTY shall indemnify and hold harmless TPCD from any loss, damage or liability arising out of the performance of the duties of COUNTY employees for TPCD pursuant to this Agreement. However, COUNTY, its officers, and employees, do not assume any liability for intentional or negligent acts of TPCD or its officers and employees.

11. This Agreement shall become effective when it has been executed by both Parties and shall continue in effect until terminated.

12. Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party of its intention to terminate under this provision, specifying the date of termination. TPCD will pay COUNTY the compensation earned for work satisfactorily performed and not previously paid to the date of termination. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from COUNTY of all plans, specifications and estimates, and other documents prepared by COUNTY in accordance with this agreement. TPCD will not impose sanctions on COUNTY under these circumstances.

- a. This Agreement shall automatically expire if the Tulare County Board of Supervisors divests itself to its authority to serve TPCD Board of Trustees.
- b. Expiration or termination of this agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

COUNTY OF TULARE

TULARE PUBLIC CEMETERY DISTRICT

By _____
Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of
the Board of Supervisors

By _____
Deputy Clerk

Approved as to form:
COUNTY COUNSEL

By _____
Deputy

By _____
Chair, Board of Trustees

ATTEST: JASON T. BRITT
Secretary, Board of Trustees

By _____
Deputy Secretary

Approved as to form:
TPCD Counsel

By _____
Deputy

Matter No. _____

Jlk/06-15-2025/2025857/2387167.docx