MARIPOSA COUNTY BOARD OF SUPERVISORS

AGENDA ACTION FORM

DATE: 8/15/00 AGENDA ITEM NO.: 9

DEPARTMENT: County Counsel BY: Jeffrey G. Green PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes ___ No ___)

Resolution authorizing Chairman to sign a Memorandum of Understanding with the Mariposa County Unified School District for the continuation of branch library services located at the El Portal Elementary/Yosemite Park High School site.

The County has had a branch library located on the School site for a number of years and it is the desire of both parties to continue these services with a written agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS: ( ) Not Applicable
A. Budgeted current FY $ 
B. Total anticipated costs $ 
C. Required additional funding $ 
D. Internal transfers $ 

SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues $ 
B. Reserve for contingencies $ 
C. Source description: 
Balance in Reserve for Contingencies, if approved: $ 

SPECIAL INSTRUCTIONS: List the attachments and number the pages consecutively:

CLERK'S USE ONLY:
Res. No.: 389 Ord. No. 
Vote - Ayes: ___ Noes: ___ 
Absent: ___ Abstained: ___ 
Approved ___ Denied ___ 
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: ____________________________

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: ____________________________ Deputy

Action Form Revised 5/92
MARIPOSA COUNTY
BOARD OF SUPERVISORS
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C. Source description:  
Balance in Reserve for Contingencies,  
if approved:  

SPECIAL INSTRUCTIONS: List the attachments and number the pages consecutively:

CLERK'S USE ONLY:
Res. No.: 4-309  Ord. No.  
Vote - Ayes:  Noes:  
Absents:  Abstained:  
Approved ( )  Denied ( )  
Minute Order Attached ( )  No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date:  
ATTEST: MARGIE WILLIAMS, Clerk of the Board  
County of Mariposa, State of California  
By:  Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION: This item on agenda as:
✓ Recommended  
☐ Not Recommended  
☐ For Policy Determination  
☐ Submitted with Comment  
☐ Returned for Further Action

Comment:  

A.O. Initials:  

12-15DSA  Action Form Revised 5/92
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on the most recent date below written, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and the Mariposa County Unified School District, hereinafter referred to as “School.”

WHEREAS, County desires to continue to provide branch library services in the El Portal area, and

WHEREAS, El Portal branch library services are now located at the El Portal Elementary/Yosemite Park High School site, and

WHEREAS, it is in the mutual interest of County and School to provide branch library services to school children and the general public in El Portal, and

WHEREAS, School desires to have branch library services continue in El Portal.

NOW, THEREFORE, based upon the mutual interest of County, School and the public, the parties hereto agree as follows:

1. County agrees to operate its branch library in the El Portal Elementary/Yosemite Park High School site located at 9670 Rancheria Flat Road, El Portal, California, hereinafter referred to as “School Site”, and School agrees to allow County to continue to operate its branch library at the School Site.

2. This Agreement shall be automatically renewed on an annual basis unless either party hereto shall serve upon the other party written notice of cancellation ninety (90) days prior to June 30 of any calendar year.

3. County shall provide, at County’s sole cost and expense, a minimum of ten and one half (10 1/2) hours per week of County staffing to operate the branch library. The library operating hours shall be mutually agreed upon between County and School and approved by the County Board of Supervisors.

4. Library related events outside of the normal operating hours shall be approved by the El Portal School Administration and the County Board of Supervisors. Non-library events that are sponsored by School may also occur in the branch library space during non-library operating hours.

5. County shall provide, at County’s sole cost and expense; shelving, furnishings, and equipment needed to house the branch library located at the School Site. All shelving, furnishings, equipment and other properties belonging to County shall be returned to County at such time as this Memorandum of Understanding is terminated. An inventory of the current shelving, furnishings and equipment is attached hereto marked Exhibit “A” and by this reference incorporated herein. Exhibit “A” shall be amended from time to time as shelving, furnishings and equipment are changed.

6. County shall make available to the branch library for the benefit of the El Portal residents and the School, Countywide books on the same basis that Countywide books and other library inventory is available to branch libraries in Mariposa County.

7. School shall provide custodial services at the branch library for the “student attendance” school year. County shall provide custodial services for the “non-student attendance” school year, i.e., summer months. The custodial services shall be provided as needed to keep the premises wherein the branch library is located in a clean and sanitary condition, including but not limited to, the adjacent
restrooms. School shall provide for utilities and building/facility maintenance of the space wherein the branch library is located.

8. County shall hold School harmless for any injuries to persons or property resulting from the negligence of County personnel and/or staff operating the branch library at the School Site. County warrants that it is self-insured for the first One Hundred Thousand Dollars ($100,000) of any claim and carries additional liability insurance in the amount of Ten Million Dollars ($10,000,000).

9. County shall provide workman’s compensation coverage for County staff and employees who operate the branch library at the School Site.

10. This Memorandum of Understanding shall supersede and replace any and all previous agreements, either written or oral, between the parties relative to the operation of the El Portal branch library.

11. This Agreement may be modified only by a written document executed by the parties hereto.

12. This Memorandum of Understanding shall be interpreted pursuant to the laws of the State of California.

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

[Signature]
Dr. Jeffrey Hamilton, Superintendent

Date: 9/22/00

COUNTY OF MARIPOSA

[Signature]
Garry R. Parker, Chairman
Mariposa County Board of Supervisors

Date: 9-12-00

ATTEST:

[Signature]
Margie Williams
Clerk of the Board

Date: 9-12-00

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
Jeffrey G. Green
Mariposa County Counsel

Date: 9-6-00
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