RESOLUTION - ACTION REQUESTED 2017-753

MEETING: November 7, 2017

TO: The Board of Supervisors

FROM: Janet Chase Williams, County Librarian

RE: Approve Extension Agreement Between Park Service and Mariposa County for County Library at Wawona

RECOMMENDATION AND JUSTIFICATION:
Approve Extension Agreement Between National Park Service and County of Mariposa for the County Public Library, Wawona; and authorize the Board of Supervisors Chair to sign the agreement.

The Agreement provides a physical location for the Bassett Memorial Library in Wawona. This location is vital as it provides materials and services for thousands of tourists and local citizens each year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously extended agreements between the National Park Service and Mariposa County for the County Public Library, Wawona.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County Public Library, Wawona will close due to lack of physical location.

FINANCIAL IMPACT:
none

ATTACHMENTS:
Parkserviceagreement (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION (Extension) 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 United States Government, acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinafter referred to as "NATIONAL PARK SERVICE."

WHEREAS, COUNTY and NATIONAL PARK SERVICE entered into an Agreement to share responsibilities relative to the County Public Library in Wawona, executed in September of 1996; and

WHEREAS, COUNTY and NATIONAL PARK SERVICE agreed to extend the Agreement for a five (5) year period commencing July 1, 2001 and terminating June 30, 2006; and

WHEREAS, COUNTY and NATIONAL PARK SERVICE agreed to extend the Agreement for an additional five (5) year period commencing July 1, 2006 and terminating June 30, 2011; and

WHEREAS, COUNTY and NATIONAL PARK SERVICE agreed to extend the Agreement for an additional five (5) year period commencing July 1, 2011 and terminating June 30, 2016, and

WHEREAS, the parties hereto desire to further extend the Agreement for an additional five (5) year period commencing July 1, 2016 and terminating June 30, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. The terms of the Agreement which is attached hereto marked Exhibit "A" and by this reference incorporated herein, shall be extended from July 1, 2016 through and including June 30, 2021.

2. All of the terms and conditions contained in the Agreement, save and except the expiration date, shall remain in full force and effect during the extended term hereof.

COUNTY:

MARSHALL LONG, Chairman
Mariposa County Board of Supervisors
Date: 11-7-17

NATIONAL PARK SERVICE:

CHIP JENKINS, Acting Superintendent
Yosemite National Park
Date: 10/4/2017

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel
AGREEMENT

Between
NATIONAL PARK SERVICE
YOSEMITE NATIONAL PARK
and
COUNTY OF MARIPOSA
for
THE COUNTY PUBLIC LIBRARY, WAWONA

This Agreement is entered into on the date last below written, by and between the United States Government acting by and through the Department of the Interior, National Park Service, Yosemite National Park, hereinwith referred to as "the NATIONAL PARK SERVICE", and the County of Mariposa, a subdivision of the State of California, hereinafter referred to as "the COUNTY".

Article I. Background and Objectives

WHEREAS, the NATIONAL PARK SERVICE has the responsibility for protection and management of lands in the National Park System; and Yosemite National Park is part of the National Park System; and Wawona/Section 35 is within the boundaries of Yosemite National Park; and

WHEREAS, the COUNTY has responsibility for protection and management of lands in Mariposa County for enforcement of State and County laws and ordinances within the COUNTY and civil laws and ordinances in Wawona/Section 35 which is located within the boundaries of the COUNTY; and,

WHEREAS, the NATIONAL PARK SERVICE, in the interest of cooperation, has retroceded concurrent partial civil legislative jurisdiction regarding the private area of Wawona/Section 35 to the State of California (the STATE) and the COUNTY, which the STATE and the COUNTY have accepted; and both PARTIES have agreed to mutual and individual responsibilities in Memorandum of Agreement No. 8800-7-8005, particularly in respect to providing a public library facility and service; and

WHEREAS, the NATIONAL PARK SERVICE and the COUNTY have determined that it is desirable to cooperate in better utilizing the resources of both agencies to provide for more adequate community services in Wawona/Section 35; and have jointly developed and approved the Wawona Town Planning Specific Plan; and
WHEREAS, the NATIONAL PARK SERVICE and the COUNTY have the authority under the Wawona Town Planning Specific Plan to enter into this Agreement and believe it is in their mutual interest, as well as the general public and the residents of Wawona/Section 35, to do so.

NOW THEREFORE, the PARTIES hereby mutually agree as follows:

Article II. Statement of Work

This Agreement shall establish NATIONAL PARK SERVICE and COUNTY obligations relative to the County Public Library in Wawona/Section 35.

A. The NATIONAL PARK SERVICE shall:

1. Provide a fifteen hundred (1,500) square foot building together with a parking lot for COUNTY use as a public library. The building will be located on the corner of Mariposa Avenue and Chilnualna Falls Road in Wawona (Tract #04-109, APN 10-090-14) as more particularly shown on Exhibit "A" attached and hereinafter referred to as "BUILDING". Provision of the building is contingent upon the donation of said building by the BASSETTS under agreement No. AG 8800-96-003.

2. Provide all major maintenance and repair of the structure, utilities and parking area, including but not limited to, heating and cooling systems, roof repair, exterior painting, and assistance to the COUNTY in snow removal of the parking area when NATIONAL PARK SERVICE equipment is available.

4. Provide for water and sewer connections and waiver of monthly water and sewer fees.

B. The COUNTY shall:

1. Provide, as a minimum, all personnel and related support costs necessary to operate the new library facility at the current funded levels and future. Future funding levels will be based on the COUNTY annual budget cycle.

2. Accept monetary donations and appropriate volunteer services from the Wawona "Friends of the Library" to offset operating expenses above the current COUNTY funding levels, when necessary.
3. Provide minor maintenance such as repair of leaky faucets, light bulb replacement, cleaning, interior painting, snow removal from the porch and steps during operating hours, and snow removal from the parking area within established COUNTY snow removal criteria, etc.

4. Provide liability insurance covering the acts or omissions of County personnel or volunteers operating the library commensurate to other library facilities operated by the COUNTY.

5. Provide fire and comprehensive insurance for the structure, either through an insurance company or through self-insurance.

6. Maintain assigned grounds in a safe, sightly and clean manner.

7. Officially change the name of the Wawona Library to the "Wawona - Bassett Memorial Library".

Article III. Term of Agreement

Subject to Article V, this Agreement shall remain in effect for a period of five (5) years from the date of execution, and may be renewed by the mutual consent of the PARTIES. This Agreement may be modified by the mutual consent of the PARTIES.

Article IV. Key Officials

The Superintendent, Yosemite National Park, P.O. Box 577, Yosemite, California 95389; and the Chairperson, Board of Supervisors, Mariposa County, P.O. 784, Mariposa, California 95338, shall be the responsible officials.

Article V. Termination

Either PARTY may terminate this Agreement upon ninety (90) days advance written notice to the other PARTY. Upon notification by either PARTY of the intention to terminate the Agreement, public hearings will be held in Wawona/Section 35 by the PARTY proposing termination, prior to but no less than one month before the expiration of the Agreement. The public hearings will be used to receive public comment on weather or not the Agreement should be terminated.
Article VI. Required Clauses

During the performance of this Agreement, the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

Signatures

NATIONAL PARK SERVICE

B.J. Griffin
Superintendent,
Yosemite National Park

COUNTY OF MARIPOSA

Doug Balmain
Chairperson,
Board of Supervisors

9/25/96
Date

10/14/96
Date