DEPARTMENT: County Counsel  BY: Thomas P. Guarino  PHONE: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION:

Pass and adopt a Resolution rescinding Resolution No. 91-596 withdrawing authorization for the Chairman to execute an Agreement with the Mariposa County Unified School District amending prior Agreements as to the costs of School District services and how they are to be funded.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

A detailed memorandum of the history of this matter has been provided to the Board through the memorandum attached to the Resolution amending Resolution No. 04-360 of August 3, 2004 (attached thereto) and the previous memorandum of August 6, 2004 (attached hereto).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? ( ) Yes ( ) No  Current FY Cost: $  Annual Recurring Cost: $  
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded

Amount in Budget:  
Additional Funding Needed: $  
Source:  
Internal Transfer  
Unanticipated Revenue  
4/5’s vote  
Transfer Between Funds  
4/5’s vote  
Contingency  
4/5’s vote  
( ) General  ( ) Other

CLERK’S USE ONLY:
Res. No.  
Ord. No.  
Vote – Ayes:  
Noes:  
Absent:  
Approved

( ) Minute Order Attached  ( ) No Action Necessary

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

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

COUNTY ADMINISTRATIVE OFFICER:
( ) Requested Action Recommended  
( ) No Opinion  
Comments:

CAO:  

Revised Dec. 2002
MEMORANDUM

Date: August 6, 2004
To: Board of Supervisors
From: Thomas P. Guarino, County Counsel
Re: Agreement with Mariposa County Unified School District

Recently the Board had before it a request for an Ordinance from the Mariposa County Board of Education (Board) to place a tax on the election ballot. At that time there was some discussion as to whether or not they would be charged for placing the matter on the ballot and reference was made to an Agreement entered into between the County and Board when the School District separated from the County.

The original Agreement was entered into on July 1, 1979 and allowed for the County Board of Education, County Superintendent of Schools, and County Committee on School Districts Organization to be fiscally independent and also allowed the transfer of all of duties and fiscal responsibilities to the Board.

Attached to this memorandum you will find a copy of the original Agreement which was attached as Exhibit "A" to the Amendment to that Agreement authorized by the County in 1991. As best as can be determined from the Clerk of the Board's file, this Amendment to the original Agreement was never signed by the School District and in fact subsequent inquiry by the County Administrative Officer and County Counsel at that time indicate that the School District was refusing to sign the Amendments. In the Amendment to the original 1979 Agreement it was proposed that the County would provide the Board and School District certain services and allow use of these services for "purposes of property tax collection and disbursement and for election purposes". The proposed revision adopted by the County Board of Supervisors further stated that the services would be provided to the Board and District without charge or fee, except to the extent that the County incurred actual out of pocket expenses for the benefit of the Board or District. Other provisions of the Agreement forgave the Board and District for prior expenses incurred by the County and would require that the Board and District pay for any out of pocket expenses incurred by the County after the Amendment was executed.

While the Agreement was apparently signed by the County and to my understanding has been honored by the County with respect to placing the elections on the ballot at no cost to the School District, the School District has now taken the position that it will not pay for such matters as the cost to publish the recent Ordinance passed by the County for placing a tax on the ballot for the buses and other ballot cost apparently predicated on this Agreement which has not been signed.
RECOMMENDED ACTION AND JUSTIFICATION:  (Policy Item:  Yes [ ] No [ ]

1. Resolution authorizing Chair to execute an agreement with the Mariposa County Schools amending prior agreements as to the cost of School Services and how those are funded;

2. Direction to County Auditor to release impounded funds to the County ($109,556) and the Schools ($46,771);

3. Resolution authorizing Chair to execute an agreement with the Mariposa County Schools providing for a change in the apportionment of tax dollars based upon a change in jurisdiction, effective in FY 1992-93.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has been discussing a 1979 Agreement (Resolution #79-101) between the County and the Schools for several years. That agreement is unclear as to its requirements; it has, however, been interpreted to require the County to apportion 1.5% of the Countywide tax rate from the County to the Schools. In consideration of an escalating $58,000 grant (approximately one half the current apportionment amount) provided to the School County General Fund, and a foregiveness of past billing and other activities, the proposed agreement provides an obligation for the Schools to pay the out of pocket costs and other County activities performed on behalf of School in addition, all current impoundments will be apportioned by this action; and any and all liability resulting from previous action will be released.

Impounded amounts resulting from past actions of the Board of Supervisors and billings generated from elections will be released as a result of this action. Of the impounded $136,327, $109,556 is to be apportioned to the County and $46,771 to the Schools. This action directs the Auditor to make this distribution.

A separate action with the Schools involves the change in jurisdiction of Wawona and Fish Camp. Students in those areas will be attending Madera County Schools. Madera will be receiving State "average daily attendance" funding for those students, along with their existing tax rate apportioned from Mariposa to Madera. Their existing tax rate totals approximately 11%, as compared to the Mariposa 61% rate. The difference reverts to the County.

As a condition of the Mariposa County Schools agreeing to this transfer, the Schools have asked for an agreement with the County that one half of the difference between the two tax rates will be granted to the County Schools Foundation. The balance will be County General Fund tax income. This would be a 50% split of roughly 50% of the total tax dollars in the area affected, or approximately $150,000 each. No additional cost to the tax payers would be incurred to fund this, as it results from a redistricting of existing tax dollars.

This plan would take effect for the 1992-93 fiscal year and thereafter.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS:  ( ) Not Applicable

SPECIAL INSTRUCTIONS:
| A. Budgeted current | List the attached comments and number the pages consecutively: |
| B. Total anticipated costs | |
| C. Required Add'l funding | |
| D. Source: | |
| SOURCE: ( ) 4/5ths Vote Required | |
| A. Internal transfers $ | |
| B. Unanticipated revenues $ | |
| C. Reserve for contingency $ | |
| D. Description: | |
| Balance in Reserve for Contingencies, if approved: $ | |

**CLERK'S USE ONLY:**

| Res. No.: | 91-596 + 91-597 |
| Ord. No.: | |
| Vote - Ayes: 5 | Noes: |
| Absent: | Abstained: |
| Approved ( ) Denied ( ) Minute Order Attached |

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

Date: 12-20-91

**ATTEST:** MARGIE WILLIAMS

Clerk of the Board of Supervisors

County of Mariposa, State of CA

By: [Signature]

**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: [Signature]

12-17SCH  Action Form Revised 12/89
AGREEMENT

THIS AGREEMENT 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 "DISTRICT", and the Mariposa County Board of Education, hereinafter referred to as "BOARD".

WITNESSETH

WHEREAS, COUNTY and BOARD entered into an agreement on the 1st day of July, 1979 wherein COUNTY was to provide to BOARD certain funds for the operation of the office of the Mariposa County Board of Education, hereinafter referred to as "PRIOR AGREEMENT", and

WHEREAS, pursuant to the terms and conditions of the PRIOR AGREEMENT, COUNTY was additionally to provide services to the BOARD and to DISTRICT, and

WHEREAS, COUNTY adopted Mariposa County Resolution No.'s 73-093 and 79-101 in order to implement the PRIOR AGREEMENT, and

WHEREAS, the PARTIES hereto now desire to amend the PRIOR AGREEMENT insofar as the services to be provided to BOARD and DISTRICT and additionally to clarify the formula by which BOARD receives assistance in funding from COUNTY;

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

1. Paragraph 11 of the PRIOR AGREEMENT is hereby rescinded in its entirety and shall be replaced with the following paragraph 11:

"11. COUNTY shall provide to BOARD and DISTRICT services of the County Treasurer's office, the County Auditor's office, the County Assessor's office, and the County Clerk's office, for purposes of property tax collection and disbursement, and for election purposes. These services shall be provided to BOARD and DISTRICT without charge or fee except insofar as COUNTY incurs actual out-of-pocket expenses for the benefit of BOARD and/or DISTRICT. In the event COUNTY shall incur actual out-of-pocket expenses for and on behalf of BOARD and/or DISTRICT, those out-of-pocket expenses shall be paid to COUNTY from the appropriate PARTY."
Notwithstanding anything to the contrary contained in this paragraph, COUNTY reserves the right to implement fees for the collection and the disbursement of property taxes in the event such fees become permitted by State law. COUNTY shall meet and consult with BOARD and DISTRICT prior to the implementation of any such fees should they be permitted by the State legislature.

2. COUNTY hereby forgives and holds harmless BOARD and DISTRICT from all expenses incurred by COUNTY and billed to BOARD and/or DISTRICT for COUNTY personnel and out-of-pocket expenses employed in conducting elections for and on behalf of BOARD and/or DISTRICT. Pursuant to paragraph 1 above, BOARD and/or DISTRICT agree to reimburse COUNTY for any out-of-pocket expenses incurred by COUNTY subsequent to the execution of this AGREEMENT for the conduct of elections, including the printing of ballots, and amounts paid to precinct workers and other extra help at the time of elections.

3. Paragraph 7 of the PRIOR AGREEMENT shall be rescinded in its entirety.

4. COUNTY agrees to rescind in its entirety Mariposa County Resolution No. 73-093 and COUNTY further agrees to amend Mariposa County Resolution No. 79-101 to conform to the terms and conditions of this AGREEMENT.

5. Commencing with the 1991/1992 fiscal year, COUNTY agrees to assist BOARD in funding the operations of the BOARD as follows:

   COUNTY shall pay to BOARD from the COUNTY General Fund the sum of FIFTY-EIGHT THOUSAND DOLLARS ($58,000.00). For the 1992/1993 fiscal year and each fiscal year thereafter unless otherwise agreed in writing by and between the PARTIES hereto, the amount paid by COUNTY for the support of BOARD shall be increased over the amount paid for the prior year by the percentage increase in the State appropriation for the Mariposa County Office of Education, from the last fiscal year, but in no event shall the annual increase exceed five percent (5%).

6. Each PARTY hereto hereby releases each other PARTY hereto from any and all liability for claims or liabilities, known or unknown, arising prior to the execution of this AGREEMENT.

7. This AGREEMENT shall be effective upon the date of signature of the most recent PARTY to sign below. This AGREEMENT shall remain effective until amended or rescinded in writing by
all of the PARTIES herein. The PARTIES hereto agree that in the event of any significant changes in the funding mechanisms of any of the PARTIES hereto, that the PARTIES will in good faith rene-gotiate this AGREEMENT for the mutual benefit of all PARTIES hereto.

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

SAM HILL, Superintendent

DATE: ______________________

MARIPOSA COUNTY BOARD OF EDUCATION

Barron Brouillette, President

DATE: ______________________

COUNTY OF MARIPOSA:

GEORGE P. RADANOVICH, Chairman
Board of Supervisors

DATE: 12-18-91

ATTEST:

MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
County Counsel
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1979, between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the MARIPOSA COUNTY BOARD OF EDUCATION, hereinafter referred to as "BOARD".

WITNESSETH:

WHEREAS, it is the expressed desire of the Board of Supervisors to declare the County Board of Education and County Superintendent of Schools and County Committee on School District Organization fiscally independent and to transfer to it all duties and fiscal responsibilities necessary to be fiscally independent; and

WHEREAS, the Board of Supervisors of COUNTY has by resolution granted fiscal independence to said BOARD thereby relieving COUNTY of certain administrative and fiscal responsibilities related to educational services in accordance with §1080 of the Education Code.

NOW, THEREFORE, it is agreed as follows:

1. BOARD assumes all duties and functions of an educational, or educational and recreational, nature which, by law, are required to be performed by the County Board of Supervisors, and said BOARD further assumes any and all other duties and functions of that nature which, by law, are permitted to be performed by the Board of Supervisors, as provided in §1080(c) of the Education Code.

2. BOARD assumes, in addition to the functions specified in §1043 of the Education Code, all duties and functions

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relative to the organization or reorganization of school dis-
tricts and community college districts in accordance with §1080(d)
of the Education Code.

3. BOARD assumes the community recreation functions
authorized by Chapter 10, commencing with §10900, of Part 7,
Division 1, of the Education Code in accordance with §1080(e) of
the Education Code.

4. BOARD also assumes all of the fiscal responsibili-
ties listed in §1510 of the Education Code, which expenses would
otherwise be payable from the County General Fund.

5. BOARD further assumes the financial responsibility
for all of the duties and functions mentioned in §1080 of the
Education Code.

6. BOARD agrees to provide insurance coverage for all
offices and employees of the Board of Education and Superintendent
of Schools.

7. COUNTY agrees that all expenses for such duties
and functions required or permitted under any provision of law to
be paid out of the County General Fund shall not be paid out of
the County General Fund, but shall be included in that part of
the single budget prepared by BOARD pursuant to Education Code
§1623 for which a County tax rate of Six Cents ($0.06 [1.5% of
§4]) is fixed pursuant to Resolution No. 73-093.

8. COUNTY agrees that the provisions of Article IV,
commencing with §1310, Part 2, Chapter 2, Division 1, of the
Education Code shall become operative in Mariposa County.

9. COUNTY agrees to convey to BOARD by quit claim
deed, prior to January 1, 1930, title to the County
Schools Administration Building, building lot, and existing parking lot located on Highway 140 between Ninth and Tenth Streets for the sum of ONE DOLLAR ($1.00), and BOARD shall thereupon accept said property "as is" and assume all further responsibilities and liabilities in connection with the ownership and maintenance thereof.

10. COUNTY agrees that BOARD shall have an option to purchase the undeveloped lot adjacent to the County Schools Administration Building, at a price to be determined by an independent appraisal; said option shall expire July 1, 1980.

11. COUNTY agrees that, notwithstanding anything herein to the contrary, COUNTY shall continue to provide BOARD services of the various departments of County government including, but not limited to, services of the County Counsel, County Clerk, County Treasurer, County Auditor, County Assessor, and County Purchasing Agent.

12. COUNTY agrees that its ownership of all fixed assets, office machines, furnishings, books, supplies, automotive equipment, and the like located at the County Schools Administration Building shall be transferred to BOARD.

13. COUNTY agrees that COUNTY'S contribution to BOARD for the fiscal years 1977/78 and 1978/79, to be utilized for reporting purposes to the State of California only, have been determined by the County Auditor and Deputy County Superintendent of Schools-Business to be as follows:

FY 1977/78: $103,729
FY 1978/79: $105,941
14. This Agreement shall become effective and be operative on July 1, 1979, at 12:01 A.M.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF MARIPOSA

MARIPOSA COUNTY BOARD OF EDUCATION

EUGENE P. DALTON, JR., Chairman
Board of Supervisors

WILLIAM SHIVER, President
Board of Trustees

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board

DATED: July 1, 1979

ATTEST:

JOAN LYNK, Clerk of the Board
AGREEMENT

This Agreement dated the 17th day of December 1991, is by and between the Mariposa County Unified School District ("District"), and the County of Mariposa ("County").

WHEREAS the District is funded by the State of California on the basis of a revenue limit per unit of average daily attendance as defined in the California Education Code; and

WHEREAS the revenue limits are computed by a combination of state and local revenues; and

WHEREAS the state contribution to the District support consists of the revenue limit less certain local revenues including the District’s share of the property tax revenues levied under part 0.5 of the Revenue and Taxation Code; and

WHEREAS under Section 99 of the Revenue and Taxation Code, adjustments in the distribution of the property tax revenues can be made upon a change in jurisdiction of local agencies; and

WHEREAS the parties hereto desire to clarify the formula by which Board receives funds from County; and

WHEREAS District has proposed a contract with the Bass Lake Elementary School District and the Yosemite Union High School District of Madera County for the transfer to them of jurisdiction over a portion of the territory now situated in Mariposa County and the Mariposa County Unified School District; and

WHEREAS if said contract is approved by the parties thereto and approved by the County Committees on School District Organization for Mariposa and Madera Counties, the Bass Lake Elementary School District and the Yosemite Union High School District would receive the same proportion of property tax revenues from the territory situated in Mariposa County as it received from territory situated in Madera County; and

WHEREAS if said contract is approved as aforesaid, the County would retain the difference between the amount of property tax collected from the territory transferred and the property tax revenues transmitted to the Bass Lake Elementary School District and the Yosemite Union High School District.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and in further consideration of the approval of the contract by the parties hereto, it is hereby agreed as follows:

1. District and County agree to approve the contract, a copy of which is set forth hereto, thereby facilitating the transfer of the Fish Camp and Wawona territories to the Bass Lake Elementary School District and the Yosemite Union High School District.
2. District agrees to favorably recommend the approval of said contracts to the Boards of Trustees of the Bass Lake Elementary School District, the Yosemite Union High School District and the County Committees on School District Organization in Madera and Mariposa Counties.

3. County agrees that it will appropriate on behalf of the Mariposa County Schools Foundation or a similar non-profit corporation designated by the District one-half of the difference between

(a) the property taxes collected from the territories transferred and, in the 1991-92 fiscal year, allocated to the District and the County Office of Education and

(b) the amount transferred to the Bass Lake Elementary School District, the Yosemite Union High School District and the Madera County Office of Education,

to be used for projects benefiting the youth of Mariposa County as determined by the Board of Directors of the Foundation.

4. This agreement shall be effective with respect to the 1992-93 fiscal year and shall continue in effect through the 2007-08 fiscal year. However, either party at the end of any fiscal year upon written notice to the other no later than the previous March 1, may request that this agreement be renegotiated or amended in the event of significant changes in the funding of either the County or the District.

THE FOREGOING AGREEMENT was adopted by the Board of Trustees of the Mariposa County Unified School District of Mariposa County, California at a meeting of the Board duly called and held on the ___ day of ______________, 1991, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________________, President
Board of Trustees
Mariposa County Unified
School District
THE FOREGOING AGREEMENT was approved and adopted by Resolution of the Board of Supervisors of Mariposa County at a meeting duly called and held on the 17th day of December, 1991, by the following vote:

AYES: BAGGETT, PUNTE, ERICKSON, RADANOVIČH, TABER

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

GEORGE P. RADANOVIC, Chairman
Board of Supervisors

ATTEST:

MARGIE WILLIAMS
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN
(County Counsel)
MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO:       EVELYN BILLINGS, AUDITOR/RECORER
FROM:     MARGIE WILLIAMS, CLERK OF THE BOARD
RE:       SETTING ASIDE SCHOOL DISTRICT PROPERTY TAX FUNDS

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on April 25, 1989

ACTION AND VOTE:

Administrative Officer advised of an off-agenda item requiring Board action prior to the next meeting. On motion of Baggett, seconded by Erickson, Board waived its rules requiring 72 hours agenda notice to consider an item not on the agenda finding the item was not known about during agenda preparation and requires action prior to the next Board meeting. Ayes: Unanimous. Following discussion, on motion of Erickson, seconded by Baggett, Res. No. 89-196 passed and adopted approving and authorizing Chairman to sign an Addendum Agreement with Mariposa County Unified School District for setting aside property tax withhold funds until agreement is reached with the District on distribution of the funds; and giving direction to the Auditor to impound the funds until the State makes a decision concerning its funding to the District. Ayes: Unanimous.

cc File
Mark Evans, Supt., Mariposa County Unified School Dist.
Administrative Officer
MARIPOSA COUNTY RESOLUTION NO. 89-196

BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, GERTRUDE R. TABER, is hereby authorized to sign same:

Addendum Agreement with the Mariposa County Unified School District with regard to County Tax rate, entered into July 1979.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 25th day of April, 1989, by the following vote:

AYES: BAGGETT, PUNTE, ERICKSON, RADANOVICH, TABER
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

ATTEST:

GERTRUDE R. TABER, Chairman
Mariposa County Board of Supervisors

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY C. GREEN, County Counsel
ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is entered into on the date or dates last 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 Board of Education, hereinafter referred to as "BOARD".

WITNESSETH:

WHEREAS, COUNTY and BOARD entered into an Agreement on or about the first day of July, 1979, and

WHEREAS, Paragraph 7 of the above-mentioned Agreement sets aside for funding purposes for BOARD operations certain monies from the County Tax Rate, and

WHEREAS, COUNTY and BOARD have agreed to modify Paragraph 7 relative to the expenditure of those funds;

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

1. Paragraph 7 of the Agreement entered into by and between COUNTY and BOARD on July 1, 1979, a copy of which is attached hereto marked Exhibit "A" and by this reference incorporated herein, is hereby deleted in its entirety.

2. In the place and stead of Paragraph 7 which exists in Exhibit "A" shall be a new Paragraph 7 which shall read as follows:

"7. All funds generated pursuant to Education Code Section 1623 for which a County Tax Rate of six cents ($0.06, [1.5% of $4.00]) is fixed pursuant to Resolution No. 73-093, shall be placed into an impound account in the name of COUNTY which shall accrue interest. Funds shall not be removed from the impound account unless mutually agreed in writing by and between COUNTY and BOARD as to the disposition of those funds."
3. If, during the term of this ADDENDUM AGREEMENT, the "revenue limit for school services fund" provisions of State law change to the extent that school districts are locally rather than State funded, this ADDENDUM AGREEMENT shall terminate upon such law taking effect.

4. It is contemplated by and between the PARTIES hereto that this ADDENDUM AGREEMENT shall serve as an Interim Agreement until such time as a more comprehensive agreement is entered into between the PARTIES relative to the expenditure of the funds as described above.

5. Save and except the deletion of Paragraph 7 in Exhibit "A", and the new Paragraph 7 above-described, Exhibit "A" shall remain in full force and effect.

COUNTY OF MARIPOSA:  

GERTRUDE R. TABER, Chairman  
Board of Supervisors  

Date: 4-27-89

MARIPOSA COUNTY BOARD OF EDUCATION:

ERIC OSTER, President  
Board of Trustees

Date: __________________________

ATTEST:

MARGIE WILLIAMS  
Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY A. GREEN  
County Counsel
AGREEMENT

This Agreement is entered on the date or dates last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to merely as "County", and the Mariposa County Board of Education, hereinafter referred to merely as "Board".

WITNESSETH:

WHEREAS, on or about the 1st day of July, 1979, County and Board entered into a written agreement wherein Board became fiscally independent of County, and

WHEREAS, pursuant to Paragraph 11 of said written agreement, County continued to provide Board services of the County Auditor, and

WHEREAS, on or about the 1st day of July, 1979, County adopted Resolution No. 79-101, which recognized the fiscal independence of Board, and

WHEREAS, pursuant to Paragraph 5 of said Resolution County continued to provide the services of the County Auditor to Board.

NOW, THEREFORE, based upon the mutual covenants and conditions hereinafter contained the parties hereto agree as follows:
1. Effective July 1, 1984, the Mariposa County Unified School District shall prepare and execute all of the School District's warrants, and be responsible for internal bookkeeping for payment of all bills of School District, save and except the month-end reconciliation of the School District's account which will be conducted by County Auditor's Office with a register supplied by the School District of all warrants drawn on their accounts.

2. Board shall provide to County a written resolution of Board giving Board the authority to enter into this Agreement.

3. Resolution No. 79-101 and the written agreement entered into by and between County and Board on July 1, 1979, is hereby amended to reflect the Agreement contained herein. Resolution No. 79-101 and the written agreement dated July 1, 1979, shall not be amended in any other manner save and except pursuant to the terms and conditions as contained herein.

MARIPosa County
BOARD OF EDUCATION:

Date: June 27, 1984

By: [Signature]
Title: Executive Secretary
MARIPOSA COUNTY
BOARD OF SUPERVISORS:

Date: 7-2-84

GERTRUDE R. TABER, Chairman

ATTEST:

GERALD McCARTHY, County Clerk and
Ex Officio Clerk of the Board
UPERINTENDENT OF SCHOOLS  
a, California

OF EDUCATION

MINUTES  
May 21, 1984

Order by Vice President Angus Bullis at  
resent were Arlene Yale, Eric Oster and  
t were George Barendse, Barbara Parker,  
Babcock, Erik Bruun, Ivar Kent, Ron Martin  
uph Walker, Larry Robertson, Sam Hill and  
Dennis Wilson.

ACTION  
2 The minutes of April 16, 1984 were approved as submitted (see attached).

ACTION  
3 It was moved by Mr. Oster, seconded by Ms. Yale and carried to approve  
the Contracts as submitted (see attached).

ACTION  
4 Mr. Barendse explained recent problems encountered with the Board of  
Supervisors concerning charging the County and the District for ser- 
ices performed by the Auditor, Assessor, etc. He explained that,  
concerning the Auditor's services, a reasonable solution had been found  
by joint cooperation of Evelyn Jones and Barbara Parker. He requested  
that the Board approve this agreement but that any further charging  
for County services should be discouraged.

It was moved by Mr. Oster, seconded by Yale and carried to approve  
the agreement the Board of Supervisors submitted (see attached). How- 
ever, Mr. Barendse was instructed to oppose any further charging of  
County services to the School District and Board of Education.

There being no further business, the meeting was adjourned at 9:54 p.m.

Respectfully submitted,

GEORGE J. BARENDSE  
Executive Secretary

GJB:1gd