



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2025-123

MEETING: April 1, 2025
 TO: The Board of Supervisors
 FROM: Matt Johnson, Librarian
 RE: Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa Friends of the Library, Effective April 1, 2025

RECOMMENDATION AND JUSTIFICATION

Approve a Three-Year Memorandum of Understanding (MOU) with the Mariposa Friends of the Library, Effective April 1, 2025.

The Mariposa County Library and the Mariposa Friends of the Library have worked together for years to benefit the library. The Friends raise money for library supplies and needs. However, recently the Friends paused their operations while striving to maintain their 501(c)(3) status. During this time, the Friends are moving forward with instituting and implementing several important organizational changes, and having an MOU in place is one of those goals.

To give confidence to both the public and the County, it would be ideal to have a guiding document that outlines the expectations between both the County and the Friends. All indications are that no MOU was ever in place between the two parties previously.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board regularly approves MOU agreements between the County and outside entities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Library and the Friends of the Library will not have a codified agreement that guides the relationship between the two parties.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Memorandum of Understanding for Library and FOL 2025
2. FOL Acord form

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
 MOVER: District V Supervisor Miles Menetrey

ID: 2136

SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III
Supervisor Toso, District IV Supervisor Kiser
EXCUSED: District II Supervisor Shannon Poe

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MARIPOSA AND
THE MARIPOSA FRIENDS OF THE LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on April 1, 2025, by and between the County of Mariposa, a political subdivision of the State of California ("County"), and the Mariposa Friends of the Library ("Friends").

WITNESSETH:

WHEREAS, County by and through the Mariposa County Public Library System ("Library") desires to work with the Friends to reach the Library's goals and initiatives for the greatest benefit to the community; and

WHEREAS, Friends is incorporated as a nonprofit, 501(c)3 organization whose primary purpose and objective is to raise money and public awareness to support the services and programs of the Library;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

A. **Term.** This MOU shall be deemed in force as of **April 1, 2025**, and shall remain in effect until **April 1, 2028**, unless sooner terminated as provided for herein.

B. **County Agreements.**

1. The County agrees that the Library will share with the Friends the Library's strategic initiatives throughout the year and discuss with the Friends how their resources and support help forward these initiatives.

2. The County agrees that the Library will provide the Friends with limited space for book storage and sorting, and book sales, as well as public space for Friends membership brochures and promotional materials, as long as such space is not deemed necessary for the Library's own needs.

3. The County agrees that funds received from the Friends of the Library must be used exclusively to support the Library system, and that those funds should supplement and not supplant public funding.

C. **Friends Agreements.**

1. The Friends agree to publicly support the Library and its policies.

2. The Friends agree that all funds spent beyond its own reasonable nonprofit operations expenses (including bookkeeping/accounting fees, insurance premiums, tax filing fees, meeting expenses, fundraising expenses, etc.) will be spent for library programs, services, and other Library defined needs

3. The Friends agree to conduct an annual financial review or audit by an independent third party. The resulting documentation will be provided to the Library within one month of completion.

4. The Friends agree to submit all necessary paperwork and documentation, as required, by state and federal law, to maintain their 501(c)3 status.

5. The Friends agree to include a member from the Library's administration as a non-voting presence at all Friends' meetings and to allow room on the agenda for a Library report.

6. The Friends agree that the Library administration has the right to decline any item that is donated to the Friends for the benefit of the Library. Such declined items will not remain in County facilities or on County grounds.

7. The Friends agree that any contract or agreement they enter into to benefit the Library will have the Friends named as the responsible party on the contract.

8. The Friends agree that if they cease to actively fundraise and promote the Library, they will disband allowing for a new Friends group to be established in the future.

9. The Friends agree to provide disbursement of funds to the Library based on an agreed upon annual budget determined by the Library needs. This does not preclude the Friends giving other funds or in-kind items, which would be made on a case-by-case basis.

D. **Compliance with Law**. Friends shall observe and comply with all applicable County, State, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

E. **Counterparts**. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

F. **Modifications of MOU**. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

G. **Nondiscrimination**. Neither Friends, nor any officer, agent, employee, servant, or the Friends shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by law, either directly, indirectly, or through contractual or other arrangements.

H. **Signature Authority**. Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

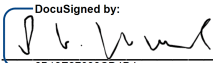
I. **Termination**. The County may at its election, without cause, terminate this MOU by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this MOU should the other party fail to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating the termination.

IN WITNESS WHEREOF, each party to this MOU has signed this MOU upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this MOU.


COUNTY OF MARIPOSA:
By Rosemarie Smallcombe
Chair of the Board of Supervisors

Date 
DocuSigned by:
EEEE9F94B55214DC...

FRIENDS:
By Jon G Wurl
Chair of the Board of Friends

Date 
DocuSigned by:
6B13E37098CD4D4...

Approved as to form:



Signed by:
7F7DE7E57022409
Walter W. Wall
County Counsel

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  STATE FARM INSURANCE PO BOX 770 MARIPOSA CA 95338	CONTACT NAME: ROGER BRUNELLE PHONE (A/C, No, Ext): 209 966-3386 E-MAIL ADDRESS: RB@ROGERSMYAGENT.COM	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm General Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED FRIENDS OF THE LIBRARY PO BOX 1902 MARIPOSA CA 95338		NAIC # 25151

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		90 WS 0079-6	06/29/2024	06/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Not-for-Profit Corporation that collects, distributes, and sells used books at several Mariposa County Library branches.

CERTIFICATE HOLDER	CANCELLATION
Additional Insured: Mariposa County PO Box 905 Mariposa CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 