

DEPARTMENT: LIBRARY

BY: Jacqueline Meriam

PHONE: 966.2140

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes \_\_\_ No \_\_\_)

Written Agreement between a Person/Group Wishing to Display Art in the Bassett Memorial Library - Wawona.

It is recommended that the Board of Supervisors accept the policy for The Friends of the Library-Wawona to display art in the library. The agreement is between the Mariposa County Librarian, who on behalf of Mariposa County, may enter into an agreement with person/group wishing to display art in the Bassett Memorial Library-Wawona. See attached agreement. Displaying art in the library is a source of revenue for the Friends by having an Evening with the Artist and then the artist leaves his or her work displayed at the library. This is a cultural event for the library and the community of Wawona.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors considered this issue on July 27, 1999 and directed County Counsel and the County Librarian to write a formal policy.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the board of Supervisors does not approve the agreement the Friends of the Library - Wawona will lose a source of revenue.

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.: 99-338 Ord. No. \_\_\_\_\_

Vote - Ayes: 4 Noes: \_\_\_\_\_

Absent: Stewart Abstained: \_\_\_\_\_

Approved \_\_\_\_\_ ( ) Denied \_\_\_\_\_

Minute Order Attached ( ) No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:  
This item on agenda as:

\_\_\_\_\_ Recommended

\_\_\_\_\_ Not Recommended

\_\_\_\_\_ For Policy Determination

\_\_\_\_\_ Submitted with Comment

\_\_\_\_\_ Returned for Further Action

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

Comment: \_\_\_\_\_

A.O. Initials: JM

**AGREEMENT**

**THIS AGREEMENT** is entered into by and between the Mariposa County Librarian, for and on behalf of Mariposa County, a political subdivision of the State of California, hereinafter referred to as "County," and \_\_\_\_\_, hereinafter referred to as "Artist."

**WHEREAS**, County has received inquiries from artists who desire to display their artwork in the Bassett Memorial Library located in Wawona, County of Mariposa, California, hereinafter referred to as "Library," and

**WHEREAS**, the artists desire to place "For Sale" tags with the name and address of the artist on the artwork to be located in Library, and

**WHEREAS**, the artists desire to contribute to either the Mariposa County Library or to the Wawona Friends of the Library a percentage of any sales which might occur as a result of exhibiting the art in Library, and

**WHEREAS**, County believes it to be in the public interest to allow artists to display their artwork in Library for and in consideration of a donation either to the County Library or the Wawona Friends of the Library;

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

1. County shall allow Artist to place artwork approved by the Mariposa County Librarian in Library based upon the terms and conditions as contained in this Agreement.
2. All artwork to be placed in Library shall be approved for community standards by the Mariposa County Librarian. Any artwork which the Mariposa County Librarian determines to be unacceptable to community standards shall not be displayed in Library.
3. All artwork which is for sale shall have a notation that the artwork is for sale and the name, address, and telephone number of Artist.
4. Artist understands and agrees that the staff of Library shall not in anyway be involved with the sale of artwork. All sales shall be consummated by and between the purchaser and Artist.
5. Artist agrees to pay the sum of ten percent (10%) of the proceeds of any sales made by and through the display of the artwork in Library to either the

Wawona Friends of the Library, or to the Mariposa County Library for Library purposes only.

6. Artist shall be fully responsible for any incidents, damage, theft, loss, or any other mishap affecting any piece of work of the Artist while it is in Library. Artist hereby agrees to hold County harmless from damage of any nature, loss or theft of artwork, framing, etc. while the artwork is in the possession of Library. Artist understands and agrees that Artist shall have no recourse of any nature whatsoever against County in the event of any damage, theft, loss, or other mishap affecting any artwork, frame, or other article while the artwork is located in the Library or being transported to or from the Library.
7. County retains the right to request Artist to remove any and all artwork from the Library upon twenty-four (24) hours' notice.
8. Artist shall be responsible for, with the approval of the Mariposa County Librarian, the setting up and display of the artwork and removal of same.

**COUNTY:**

**ARTIST:**

\_\_\_\_\_  
Jacqueline M. Dodd Meriam  
Mariposa County Librarian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Margie Williams  
Clerk of the Board

\_\_\_\_\_  
Jeffrey G. Green  
County Counsel