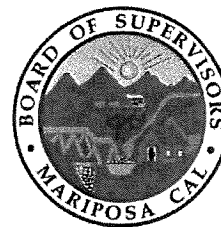




# MARIPOSA COUNTY

Cooperative Extension · (209)966-2417



## RESOLUTION - ACTION REQUESTED 2019-475

MEETING: August 13, 2019  
TO: The Board of Supervisors  
FROM: Fadzayi Mashiri, Farm Advisor  
RE: Memorandum of Understanding

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve a Memorandum of Understanding (MOU) Between the Regents of the University of California (UC) Mariposa Cooperative Extension and Mariposa County Regarding the Native Demonstration Garden at Mariposa Creek Between 6Th and 8Th Streets on Stroming Road; and Authorize the Board of Supervisors Chair to Sign the Agreement.

For many years, the University of California Master Gardeners of Mariposa County has had a native demonstration garden at Mariposa Creek between 6th and 8th Streets on Stroming Road. The last MOU between the parties, under which the Master Gardeners operated, expired on September 30, 2009.

It should be noted that the MOU now before the Board does not change any aspects of the current arrangement but defines the roles and responsibilities of both entities. The County has been very helpful in supplying repair work at the garden and its staff has helped greatly in developing an irrigation system that will connect with the County's water already in place. However, the above-ground irrigation system was severely damaged during the flooding caused by the March, 2018, storms and, to prevent loss of garden plants, must now be replaced.

In order for the UC Master Gardeners to use their funds toward improving and maintaining irrigation lines at the demonstration garden, the UC Regents require that an MOU be in place between Mariposa County and the UC Master Gardeners of Mariposa County. Consequently, it is again necessary to formalize the parties' responsibilities and expectations.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The last agreement on file with the UC was approved in 2008 with resolution 08-370, was amended on June 16, 2009, and expired on September 30, 2009.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Do not approve, and the Master Gardeners will not be able to procure any new irrigation for the native demonstration garden which will most likely result in the death of many of the plantings.

## Resolution - Action Requested 2019-475

**ATTACHMENTS:**

**MEMORANDUM OF UNDERSTANDING-Master Gardener Mariposa Creek  
(DOCX)**

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Rosemarie Smallcombe, District I Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**MEMORANDUM OF UNDERSTANDING**  
**REGARDING MARIPOSA CREEK DEMONSTRATION GARDEN**  
**BETWEEN**  
**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**ON BEHALF OF ITS**  
**UC Cooperative Extension Mariposa County**  
**Master Gardener Program**  
**AND**  
**MARIPOSA COUNTY**

This Memorandum of Understanding (MOU) is entered into by and between Mariposa County, a political subdivision of the State of California, and The Regents of the University of California, on behalf of its UC Agriculture and Natural Resources (UC ANR) and its UC Cooperative Extension Mariposa County.

**I. PURPOSE**

Mariposa County is a political subdivision of the State of California and is duly authorized to enter into contracts necessary to the exercise of its powers.

The University of California Cooperative Extension (UCCE) Master Gardener Program (MGP) is an educational program designed to teach and extend information to address gardening needs in communities throughout the State of California. The purpose of the UCCE MGP is to identify, train, and develop community volunteers who, through the dissemination and application of horticultural and botanical information and knowledge, will enhance learning and therefore the quality of life for the people of Mariposa County.

The purpose of this MOU is to define the respective roles and responsibilities of the parties in developing and maintaining the MARIPOSA CREEK DEMONSTRATION GARDEN (MCDG). The MCDG is located on Stroming Road in the town of Mariposa and is more particularly described as the area between the Mariposa Parkway walking trail and Mariposa Creek on the north side of Stroming Road between 6<sup>th</sup> Street and 8<sup>th</sup> Street in Mariposa. The garden extends from the walking trail to the high-water bank of the creek.

**II. TERMS**

UCCE Mariposa is the entity responsible for the MGP in its entirety within Mariposa County. Program decisions are the responsibility of the UCCE Mariposa County Director, in consultation with the Master Gardener Program Coordinator.

Decisions regarding the development and maintenance of the MCDG are to be made by a steering committee consisting of the Mariposa County Director of Public Works and Transportation, or his/her designee, the UCCE Mariposa County Director, or his/her designee, and the Master Gardener Program Director, or his/her designee.

Mariposa County will use its best efforts to bring irrigation water to the MCDG. Mariposa County will use its best efforts to manage Mariposa Creek in accordance with all applicable permits issued by State and/or Federal authorities. Expenses related to the MCDG development, above-ground irrigation and garden management are the sole responsibility of UCCE Mariposa.

It is understood that any and all improvements and/or installations made to the MCDG shall remain the property of the entity which installed the improvement. Should this MOU be terminated in accordance with Section VII.G., UCCE Mariposa shall remove all such improvements and/or installations from the MCDG which it installed. UCCE Mariposa shall obtain an encroachment permit from Mariposa County prior to any removal activity.

### III. INDEPENDENCE OF PARTIES

Each party shall perform its responsibilities and activities described herein as an independent contractor and not as an officer, agent, employee, or volunteer of the other party hereto. Each party shall be solely responsible for the acts and/or omissions of its officers, agents, and employees. Nothing herein shall be considered as creating a partnership or joint venture between the parties.

### IV. INSURANCE

UCCE certified Master Gardeners who have completed formal training, and who periodically are re-trained, are considered formal volunteers or agents of the University, and therefore, are covered for their negligent acts and/or omissions by the University's general liability self-insurance program while acting in the course and scope of their volunteerism for the Regents of the University of California.

### V. INDEMNIFICATION

The Regents of the University of California shall defend, indemnify and hold Mariposa County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents of the University of California, its officers, agents or employees.

Mariposa County shall defend, indemnify and hold The Regents of the University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Mariposa County, its officers, agents or employees.

## VI. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be conclusively delivered to the other party at the following respective addresses:

For Mariposa County:

Director of Public Works and Transportation  
4639 Ben Hur Road

Mariposa, California 95338

For the University:

UCCE Mariposa County Director

5009 Fairgrounds Road  
Mariposa, California 95338

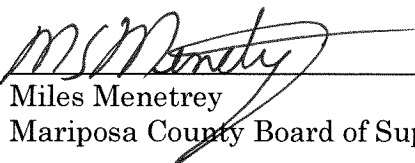
## VII. OTHER TERMS

- A. *Copyright:* The Regents of the University of California shall own, solely and exclusively, the copyright and all copyrights to any written or otherwise copyrightable material developed under this MOU.
- B. *Logos:* Where logos of the respective parties are used, the logos of each party will be of equal size.
- C. *Non-Discrimination:* All parties agree, in accordance with their respective policies and applicable State and Federal laws, to prohibit discrimination against or harassment of any person in any of its programs or activities on the basis of race, color, national origin, religion, sex, gender, gender expression, gender identity, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy or childbirth), physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, status as a U.S. veteran.
- D. *Modification:* This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least sixty (60) days in advance to allow for negotiation of said proposal.
- E. *Dispute Resolution:* Should any conflict arise as the result of this MOU, UCCE Mariposa Director and the Mariposa County Director of Public Works and Transportation shall meet to resolve the conflict.

- F. *Term:* This MOU is to be in effect from August 6, 2019 through August 5, 2024. At the end of the period, this MOU may be reissued for another five (5) year period upon mutual agreement of the parties.
- G. *Termination:* This MOU may be terminated by either party, for any reason, upon sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the latest day of execution set forth below.

Mariposa County

  
\_\_\_\_\_  
Miles Menetrey  
Mariposa County Board of Supervisors

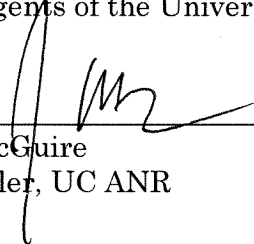
Aug 15 2019  
Date

Approved as to Form:

  
\_\_\_\_\_  
Steven W. Dahlem, County Counsel

8-13-19  
Date

The Regents of the University of California

  
\_\_\_\_\_  
Jake McGuire  
Controller, UC ANR

8/30/19  
Date