The Board of Supervisors of the County of Mariposa met this 1st day of July with all members present.

The minutes of the Board of Supervisors meeting of June 24, 1975, were approved as corrected.

On motion of Moffitt, seconded by Long, the Board directed the Clerk to write a letter to Assemblyman Maddy and Senator Zenovich endorsing Assemblyman Ernie Mobley's position in regard to Federal Government land acquisition.

The Board appointed Lois Lewis, Acting Director of the Welfare Department until the position can be filled through the Merit System, on motion of Long, seconded by Moffitt.

The time being 10:30, bids for paving materials for the Road Dept. were opened.

The low bid of The Flintkote Company was accepted, on motion of Moffitt, seconded by Long.

John Rotondo appeared and discussed Manpower Program for Mariposa County.

Res. 75-100, passed and adopted, extension of employment for Title II employees for the month of July, on motion of Long, seconded by Moffitt.

Upon recommendation of Parks and Recreation Commission, the Board authorized John Rotondo, Pks. & Rec. Director, to issue free swimming passes, upon written request, from any Senior Citizen 60 years of age or over; on motion of Long, seconded by Clark.

On motion of Long, seconded by Moffitt, the Chairman was authorized to sign the 1975-'76 agreement between Merced and Mariposa Counties for services of a Sealer of Weights and Measures.

The Board authorized Chairman to sign Engineering Agreement with CH2M Hill Calif. , Inc. for the Coulterville Sewerage Project, on motion of Moffitt, seconded by Clark.

On motion of Clark, seconded by Long the Board authorized the chairman to sign 1975-'76 Lease Agreement with Josephine O. Stephens and Rosalinda Ricconi for the Hornitos Volunteer Fire Dept. truck garage.

The chairman was authorized to sign 1975-'76 Lease Agreement with Lush Meadows Association for the Lush Meadows Volunteer Fire Dept. truck garage, on motion of Long, seconded by Clark.

Pursuant to Government Code Section 61124, the Board of Supervisors established Yosemite Alpine Community Service District the election precinct for the special district election, on motion of Clark, seconded by Moffitt.

On motion of Moffitt, seconded by Clark, the Board reset the election date for the Yosemite Alpine Community Service District Election for September 8, 1975, in order to make filing periods fall correctly within the Government Code section pertaining to District Elections.
The Board authorized the chairman to sign a 1975-'76 Inter-County Agreement between Mariposa County and County of Merced for "1080" Squirrel Poisoning services from Merced's Agricultural Commissioner, on motion of Long, seconded by Moffitt.

On motion of Long seconded by Moffitt, the chairman was authorized to sign 1975-'76 agreement between the County of Mariposa and Mariposa Co. Chamber of Commerce for advertising.

The claim of Stephen A Chavez, for damages in the amount of $1,000,000.00 was denied, on motion of Long, seconded by Moffitt.

The claim of Billy Joe Keeney for damages in the amount of $2,000,000.00 was denied, on motion of Moffitt, seconded by Long.

On motion of Moffitt, seconded by Clark, the claim of Thomas A. Gettle for damages in the amount of $1,000,000.00 was denied.

Step raises were granted for David Beavers, Deputy Sheriff II, Range 26, Step E, effective July 15, 1975, and David Nicholson, Deputy Sheriff I, Range 22, Step B, effective July 1, 1975, on motion of Moffitt, seconded by Long.

A step raise from Range 17 Step A to Range 17, Step C was granted for Dena Billings, Deputy Auditor-Recorder, effective 8/1/75, on motion of Moffitt, seconded by Clark.

The Board directed the Auditor to draw warrant to the Post Office for $54.20 for post paid envelopes and $14.65 to the Mariposa Gazette for printing of envelopes for the Sheriff's Dept., on motion of Long, seconded by Clark.

The Board of Supervisors discussed the proposed Major-Minor Subdivision Ordinance.

On motion of Moffitt, seconded by Clark, Res. 75-101 was passed and adopted, amending Resolutions 72-39 and 74-108, declaring illegal parking an infraction of the Calif. Vehicle Code.

The Clerk was directed to send a letter to Assemblyman Maddy stating that the Board of Supervisors is opposed to AB 1901 (Bane) which increases the maximum width of specified trailer coaches which can be moved by permit on highways to 14 feet, on motion of Long, seconded by Clark.

There being no further business, the Board adjourned to meet again in regular session on July 8, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
of the Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-
Officio Clerk of the Board
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1975, by and between County of Marinosa, California, hereinafter referred to as the COUNTY, and CH2M HILL CALIFORNIA, INC., a California corporation, of 555 Capitol Mall, Sacramento, California, hereinafter referred to as the ENGINEER.

WITNESSETH

THAT WHEREAS, the COUNTY requires engineering services for the sewage and water problems in Coulterville, California.

AND WHEREAS, the ENGINEER is duly licensed as a registered Professional Engineer in the State of California and is qualified and experienced to provide such engineering services.

NOW, THEREFORE, the COUNTY and the ENGINEER, for the consideration hereinafter named, agree as follows:

ARTICLE I: ENGINEER'S SERVICES

The ENGINEER shall perform the engineering services set forth as follows:

A. STEP 1 PHASE – FACILITY PLAN: The facility plan shall be prepared in accordance with the current guidelines and requirements of the State Water Resources Control Board, Division of Water Quality Control and the United States Environmental Protection Agency. Briefly the facility plan includes, but is not limited to the following:

1. Develop and review Plan of Study with regulatory agencies and submit Plan of Study to State Water Quality Control Board.

   a. Introduction.
   b. Summary and Recommendations.
   c. Existing and Projected Planning Area Characteristics.
   d. Existing and Projected Water and Wastewater Characteristics.
   e. Analysis of Existing Wastewater Facilities.
   f. Waste Discharge and Treatment Requirements.
   g. Project Alternative Analysis.
   h. Summary Comparison Project Alternatives.
   i. Detailed Description of Proposed Project.


   a. Submit Environmental Impact Report for A-95 and State Clearinghouse review and comments.
   c. Summarize hearing and written comments.

4. Prepare Revenue Program in accordance with the current State Water Resources Control Board guidelines which include:

   a. Identify a debt service schedule for existing and planned bond issues or other debts.
   b. Economic survey of community to evaluate ability to finance local costs.
   c. Estimate operations and maintenance costs.
d. Allocate costs of O & M, interest, capital recovery, in accordance with guidelines.

e. Develop system of user charges.

f. Prepare an accounting summary for first year of operation.

g. Revise as directed by COUNTY, as allowed by guidelines.

h. Draft sewer use ordinance.

B. STEP II PHASE - PREPARATION OF PLANS AND SPECIFICATIONS:
Engineering services to be provided under preparation of plans and specifications include the following:

1. Prepare bidding documents, construction plans, specifications, and estimates of cost, as customarily made available for construction of this type of project based on the approved pre-design report.

2. Furnish copies of above documents needed for COUNTY and Federal and State review and approval.

C. STEP III PHASE - CONTRACT ADMINISTRATION AND TECHNICAL INSPECTION.

1. Assist in securing bids and in awarding a construction contract. Furnish sets of Plans, Specifications, and Contract Documents for these purposes.

2. Review shop drawings for compliance with design concept.

3. Furnish advice and consultation to the COUNTY during construction.

4. Perform technical inspection of Contractor's work.
5. Administer the construction contract including the preparation of change orders, as may become necessary, and the preparation of monthly and final pay estimates in order to make payments to the contractor.

6. Assist in start-up, testing, and operation of new facilities.

D. PREPARATION OF OPERATION AND MAINTENANCE MANUALS, AS-BUILT DRAWINGS, AND FINAL REPORT PHASE:

1. Prepare general operation and maintenance manual as outlined for Wastewater Treatment Facilities by the State Water Resources Control Board.

2. Prepare record drawings of the completed project.

3. Prepare final report of the project as required by the COUNTY and/or State and Federal agencies.

4. Assistance during facility start-up and operator training.

E. MISCELLANEOUS SERVICES: As authorized by the COUNTY, perform miscellaneous services not included in the other phases of work. Miscellaneous services include, but are not limited to, the following:

1. Soils investigations, including test borings, related analyses and recommendations, as necessary for design.

2. Land surveys, establishment of lines and grades, base lines, and monuments and related office computations and drafting.

3. Assistance to COUNTY as expert witness in arbitration or litigation arising from development or construction of project.

5. Designs prepared at the request of the COUNTY for alternative methods of treatment or construction than those actually constructed.

6. Preparation of special supporting document as required by State and Federal agencies.

7. Consultation or other services on matters not otherwise provided in this agreement.

8. Verification of the location of existing facilities or utilities.

The ENGINEER shall not perform any services listed in this Article until directed by a written "AUTHORIZED OF SERVICES," given to him by the COUNTY, a sample copy of which is attached hereto as EXHIBIT "A" and incorporated herein by this reference. Each "AUTHORIZED OF SERVICES" shall outline the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the fee or the method of determining the fee, and authorize the ENGINEER to proceed.

ARTICLE II: ENGINEER'S FEE

For services outlined in ARTICLE I, B., STEP II PREPARATION OF PLANS AND SPECIFICATIONS, the ENGINEER shall be compensated on a basis as negotiated in accordance with Paragraph B of this Article.

For services outlined in ARTICLE I, A., STEP I PHASE FACILITY PLAN, C., STEP III PHASE CONTRACT ADMINISTRATION AND TECHNICAL INSPECTION, D., PREPARATION OF OPERATION AND MAINTENANCE MANUAL AS-BUILT DRAWINGS, AND FINAL REPORT PHASE, AND E., MISCELLANEOUS SERVICES; the ENGINEER shall be compensated on the basis of Salary Cost times a Multiplier, plus Direct Non-Salary Expense, as defined in Paragraph A of this Article.

A. SALARY COST TIMES A MULTIPLIER, PLUS DIRECT NON-SALARY EXPENSE:
That as used herein, the following terms shall have the following meanings:
1. Salary cost shall include all of the expenses to the ENGINEER for wages and salaries paid to his employees while engaged directly in the work under this AGREEMENT, including the employer's accrual for State and Federal taxes, Workmen's Compensation insurance, time accrued for sick leave at the rate of six days per year per employee, the accrual for vacation and holidays, and all other expenses of payroll which the employer is obligated to pay or to accrue.

2. Multiplier shall be in the amount of 2.3, except that for Resident Inspection services, the multiplier shall be in the amount of 2.1.

3. Direct Non-Salary Expense shall mean all expenses incurred by the ENGINEER for materials, supplies, subsistence, transportation, outside services, and equipment rental expenses incurred by the ENGINEER incidental to and reasonably necessary for the performance of the work. Direct Non-Salary Expense shall be charged in accordance with the ENGINEER'S published "LIST OF CHARGES" applicable at the time of invoicing. A current copy of such list is attached hereto as EXHIBIT "B".


ARTICLE III: PAYMENT FOR SERVICES

For services performed on a time and expense basis, the COUNTY agrees that he shall pay for the services performed by the ENGINEER as the work progresses, based upon work completed. Invoices shall be submitted by the ENGINEER at intervals of four weeks. Payment shall be made monthly on or before the 15th day of the month and shall include all invoices received on or before the first day of the month in which payment is to be made.
For services performed on a negotiated fee basis, the COUNTY agrees that he shall pay for the services performed by the ENGINEER as the work progresses, based upon the ENGINEER’S estimate of work completed. Invoices shall be submitted by the ENGINEER at monthly intervals. Payment shall be made monthly on or before the 15th day of the month and shall include all invoices received on or before the first day of the month in which payment is to be made.

If payment of the amounts due as described in ARTICLE II, or any portion thereof, is not made within 31 days after the date of the invoice, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 8% per annum and become due and payable at the time said delayed payments are made.

ARTICLE IV: COMPLETION OF SERVICES

The ENGINEER agrees that he will do all work within the time required of him as set forth in each "AUTHORIZATION OF SERVICES" but it is agreed between the parties to this AGREEMENT that the ENGINEER cannot be responsible for delays occasioned by factors beyond his control, nor by factors which could not reasonably have been foreseen at the time the AGREEMENT was prepared.

ARTICLE V: TERMINATION OF AGREEMENT

The COUNTY may terminate this AGREEMENT at any time upon written notice to the ENGINEER; provided, however, the ENGINEER shall be compensated for all work done to the date of the termination, computed on the basis of Salary Cost times a Multiplier, plus Direct Non-Salary Expense, as the same is defined herein.

Upon the request of the COUNTY, all work accomplished prior to termination shall be given to the COUNTY.
ARTICLE VI: ENGINEER'S RESPONSIBILITY

The ENGINEER agrees that the recommendations, plans, specifications, professional advice, and estimates of cost shall be prepared in accordance with generally accepted engineering practices, but makes no other warranty either expressed or implied. The parties agree that estimated cost figures furnished by the ENGINEER are estimates only and the ENGINEER is not responsible for fluctuations in cost factors.

Visits to the construction site and observations made by the ENGINEER as part of the construction phase shall not relieve the construction contractor of his obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction contractor of his full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the inspection duties of the Resident Inspector.

The Resident Inspector and necessary assistants will make diligent efforts to guard the COUNTY against defects and deficiencies in the work of the contractor (s) and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day inspection will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

ARTICLE VII: LIABILITY

It is agreed that, in the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party
shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the Court.

It is also agreed that, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the PROJECT, except suits or claims by third parties against the COUNTY arising out of errors or omissions of the ENGINEER, the COUNTY shall pay the ENGINEER for services rendered in regard to such legal or other controversy, including costs of preparation for the controversy, on the basis of Salary Cost times a Multiplier plus Direct Non-Salary Expense, as prescribed in ARTICLE II, in addition to other sums of money payable under this AGREEMENT.

ARTICLE VIII: ACCESS TO WORK AND RECORDS

It is agreed that the Environmental Protection Agency and the State and the COUNTY will have access to the work whenever it is in preparation or progress and that the ENGINEER will provide proper facilities for such access and inspection. The Regional Administrator, the Comptroller General of the United States, and the COUNTY, or any authorized representative, shall also have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to the PROJECT for the purpose of making audit, examination, excerpts, and transcriptions thereof on any portion of the Contract work where fees are not determined by fixed price, lump sum, or percentage of construction cost methods.

ARTICLE IX: SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this AGREEMENT the day and year first above written.
COUNTY OF MARIPosa

APPROVED AS TO FORM:

By  [Signature]
Chairman of the Board

[Signature]
County Counsel

CH2M HILL CALIFORNIA, INC.

By  [Signature]
Sacramento Regional Office Manager

ATTESTED:

[Signature]
Clerk
EXHIBIT "B"

LIST OF CHARGES: 1 JANUARY 1974

Representative Hourly Payroll Rates for Engineers and Technicians*

<table>
<thead>
<tr>
<th>Grade/Male</th>
<th>Per Hour Range</th>
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<tbody>
<tr>
<td>Engineer Grade VIII</td>
<td>$15.50 to $22.50</td>
</tr>
<tr>
<td>Engineer Grade VII</td>
<td>13.25 to 16.50</td>
</tr>
<tr>
<td>Engineer Grade VI</td>
<td>11.00 to 14.00</td>
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<tr>
<td>Engineer Grade V</td>
<td>10.00 to 12.50</td>
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<tr>
<td>Engineer Grade IV</td>
<td>8.75 to 10.75</td>
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<tr>
<td>Engineer Grade III</td>
<td>7.75 to 9.50</td>
</tr>
<tr>
<td>Engineer Grade II</td>
<td>7.00 to 8.50</td>
</tr>
<tr>
<td>Engineer Grade I</td>
<td>6.25 to 7.50</td>
</tr>
<tr>
<td>Technician Grade V</td>
<td>8.25 to 11.00</td>
</tr>
<tr>
<td>Technician Grade IV</td>
<td>7.00 to 9.25</td>
</tr>
<tr>
<td>Technician Grade III</td>
<td>5.75 to 7.50</td>
</tr>
<tr>
<td>Technician Grade II</td>
<td>5.00 to 6.25</td>
</tr>
<tr>
<td>Technician Grade I</td>
<td>4.25 to 5.50</td>
</tr>
<tr>
<td>Secretary, Typist</td>
<td>2.50 to 6.00</td>
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Representative Expense Charges

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<tr>
<th>Item</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Automobile</td>
<td>$0.15 per mile</td>
</tr>
<tr>
<td>Aircraft</td>
<td>$0.25 per passenger mile</td>
</tr>
<tr>
<td>Electronic Office Computer</td>
<td>$55.00 per hour</td>
</tr>
<tr>
<td>Magnetic Typewriter, Operated</td>
<td>$13.30 per hour</td>
</tr>
<tr>
<td>Special Hired Services</td>
<td>At cost + 10%</td>
</tr>
<tr>
<td>Other Expenses and Supplies</td>
<td>At cost + handling</td>
</tr>
</tbody>
</table>

*Salary costs are defined as the above payroll rates plus payroll taxes and fringe benefits which vary by individual from 20% to 30%.
INTER-COUNTY AGREEMENT
UNDER AGRICULTURAL CODE SECTION 52.5

THIS AGREEMENT, made this July 1st, 1975, between the COUNTY OF MARIPOSA, acting by and through its Board of Supervisors, hereinafter designated "First Party", and Rex Lyndall, Agricultural Commissioner of the County of Merced, 740 West 22nd Street, Merced, California, hereinafter designated "Seconded Party".

WITNESSETH:

WHEREAS, numerous land owners within the County of Mariposa are plagued by a squirrel nuisance problem, and have requested the assistance of the Board of Supervisors of the County of Mariposa in eradicating the said squirrel nuisance; and

WHEREAS, the Board of Supervisors of the County of Mariposa, State of California, accepted an Environmental Impact Statement for the 1080 Squirrel Poisoning Program on June 26, 1973; and

WHEREAS, the County of Mariposa has no agricultural commissioner, and the County of Merced has an agricultural commissioner and the provisions of California Agricultural Code Section 52.5, and the provisions of Article 1, Chapter 5 of Division 7, Title 1 of the California Government Code authorize the County of Mariposa to contract with the Merced County Agricultural Commissioner, by and with the Consent of the Board of Supervisors of the County of Merced, for the purpose of using economic poisons, including the economic poison known as "1080", for the purpose of eradicating squirrels within the County of Mariposa;

NOW, THEREFORE, the parties agree as follows:

1. Second Party agrees to perform the duties of agricultural
commissioner within the County of Mariposa during the 1975-76 fiscal year, for the purpose of using economic poisons including the economic poison known as "1080" for the eradication of ground squirrels and other pests in accordance with the provisions of the California Agricultural Code and the California Administrative Code and other applicable provisions of law.

2. First Party agrees to pay Second Party in accordance with the provisions of Agricultural Code Sections 52.5, 63, and 64, the sum of $45.00 per day but not in excess of the sum of $225.00, for period of this agreement, for Second Party's services under this Agreement. In addition thereto, First Party agrees to pay Second Party the sum of $4.50 per hour of service of any deputy employed by Second Party in the performance of this Agreement, plus mileage actually traveled by Second Party or his deputy in the performance of this Agreement at the rate of 14¢ per mile. Payment shall be made upon an itemized billing to the Mariposa County Auditor for such payments in accordance with First Party's existing payment procedures and policies.

3. It is understood and agreed that Second Party shall provide a surety bond of at least on thousand and no/100 dollars ($1,000.00) in the manner and form provided by law, and that First Party will pay the premium therefor, if any.

4. It is understood and agreed that economic poison or poisons may be used upon privately owned land under the direction of Second Party, as follows:

   (c) When a person or persons owning or occupying land within the County of Mariposa requests Second Party to cause economic poison or poisons to be placed upon said persons' land for
the purpose of squirrel and other pest abatement, Second Party shall require such requesting person or persons to sign a written agreement indemnifying and saving harmless First Party and Second Party from all liability or claim of liability to persons or property on account of the use of economic poison upon the land of such person or persons. In the event any such person or persons fail or refuse to sign such agreement, Second Party shall not distribute or cause to be distributed any economic poison or poisons upon the land of such person or persons.

5. First Party shall have the right to designate the total quantity of economic poison or poisons to be distributed under this agreement or any extension or renewal thereof, and agrees to provide such economic poison or poisons at its sole cost. First Party shall not have the right to direct or control Second Party in the performance of his duties under this agreement, and Second Party shall be deemed an independent contractor in the performance of his duties under this agreement.

6. Services to be performed by Second Party under this Agreement may be performed by any legally appointed and qualified deputy of Second Party.

7. This Agreement shall not be valid until the written consent of the County of Merced is subscribed below by a duly authorized officer of the County of Merced.

8. First Party agrees to defend, indemnify and hold harmless Second Party and the County of Merced, its officers, agents, servants and employees, from all liability or claim of liability on account of damage or injury to persons or property arising out of
any acts which Second Party may lawfully do, or cause to be done
in accordance with the provisions of this Agreement.

9. This Agreement may be renewed for succeeding one year
by written agreement.

10. This Agreement may be terminated by any Party upon ten
(10) days written notice to the other.

IN WITNESS WHEREOF, the Parties have hereunto set their hands.

First Party:

COUNTY OF MARIPosa

By: ____________________________

TOM R. RICHARDSON, Chairman
of the Board of Supervisors of the
County of Mariposa

Second Party:

Rex Lyndall

———

Consent of the Board of Supervisors of the County of Merced
is hereby given to the provisions of the above agreement, and the
performance by Second Party, or his duly qualified and acting
deputy, of the provisions thereof.

Dated:

BOARD OF SUPERVISORS OF THE
COUNTY OF MERced

By: ____________________________
AGREEMENT

WEIGHTS AND MEASURES

THIS AGREEMENT, made and entered into this 1st day of July, 1975, by and between the County of Mariposa, hereinafter designated as the First Party; and the County of Merced, hereinafter designated as the Second Party;

WITNESSETH:

WHEREAS, First Party is required pursuant to Business and Professions Code Section 12200 to provide for the Office of the County Sealer of Weights and Measures and at the present time is unable to fill said office, and;

WHEREAS, public agencies are authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Provision 7, Title I of the Government Code of the State of California; Sections 6500-6514, and;

WHEREAS, it is important to the interests of the people of the County of Mariposa and State of California that weighing and measuring devices be inspected regularly so as to insure their accuracy.

NOW, therefore, it is agreed as follows:

1. The Second Party agrees to provide the services of the Sealer of Weights and Measures within the boundaries of the County of Mariposa for the purpose of inspecting, weighting and measuring devices in use serving the public within said County of Mariposa in the same manner as said services are provided in the County of Merced upon the following conditions.
a. That the Sealer of Weights and Measures of Merced County will be compensated in that pro rated share of his salary which he receives for providing said services within the County of Merced. Merced County will be reimbursed for any travel costs of Sealer incurred under this agreement.
b. Further that said pro rated share of said salary be reimbursed to the County Treasurer, County of Merced, within thirty (30) days after said services are provided.
c. Further, a Deputy Sealer of Weights and Measures of Mariposa County shall be under the functional supervision of said Director of Weights and Measures during the period of this contract.
d. Further, the Sealer of Weights and Measures of Merced County will provide to said Deputy training so as to enable him to assure this position upon termination of his contract.
e. First party agrees that it will require all wholesale and retail establishments which serve the public within the boundaries of Mariposa County to submit to such inspection and to comply with any State of California or County of Mariposa or other law, rule, regualtion, or order which may result from this inspection of weighing and measuring devices, as aforesaid.

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f. This Agreement shall continue from the date of
it's execution for a period of one (1) year; and may
be terminated by either party upon written notice
within thirty (30) days.

FIRST PARTY: COUNTY OF MARIPOSA:

By 
TOM R. RICHARDSON, Chairman
Board of Supervisors

SECOND PARTY: COUNTY OF MERCED:

By
Chairman
Board of Supervisors
LEASE

THIS LEASE made at Mariposa, California, as of July 1, 1975, by and between JOSEPHINE O. STEPHENS and ROSALINDA RICCOMI, doing business as "GAGLIARDO RANCH", hereinafter designated FIRST PARTY, and the COUNTY OF MARIPOSA, hereinafter designated SECOND PARTY.

WITNESSETH

First Party leases to Second Party, and Second Party hires and takes from First Party, for a term of one (1) year commencing July 1, 1975, and ending June 30, 1976, both days included, at an annual rent of Sixty Dollars ($60.00), payable in advance, that certain Garage Building, adjacent to the Cavagnaro Store now owned by Horace Meyer, on the east side of Main Street in the Northerly part of the Town of Hornitos, California, together with the right of ingress and egress thereto and therefrom, for the purpose of garaging Second Party’s fire truck.

It is mutually agreed that the said Garage is suitable for the said purpose, and that no repairs thereof need be made by First Party during the term above-mentioned.

Second Party agrees to use the said premises in accordance with all applicable laws and regulations, and not to commit, or permit the commission of, waste upon the premises.

This lease shall enure to the benefit of and bind the respective heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have hereunto set their hand as of July 1, 1975.

FIRST PARTY:
Gagliardo Ranch

SECOND PARTY
County of Mariposa

By ____________________________
JOSEPHINE O. STEPHENS

By ____________________________
ROSALINDA RICCOMI

By ____________________________
TOM R. RICHARDSON
Chairman of the Board
AGREEMENT

THIS AGREEMENT made and entered into at Mariposa, California, this 1st day of July, 1975, by and between the COUNTY OF MARIPOSA, acting by and through its Board of Supervisors, hereinafter designated as County, and LUSH MEADOWS ASSOCIATION, a California Non-Profit corporation, of Star Route, Mariposa, California, hereinafter designated Association:

WITNESSETH:

WHEREAS, County and Association entered into an agreement whereby County agreed to provide a fire truck, to be garaged in the Lush Meadows area of Supervisorial District 5 of Mariposa County, to provide fire protection to Association and other residents of the County of Mariposa; and

WHEREAS, County provided monies to contract a garage or shelter on the real property of Association in the Lush Meadows area during 1971 for the purpose of garaging said fire truck on the land of said Association; and

WHEREAS, it is agreed that said fire truck and garage can remain upon the land of Association without either rent or charge, to be removed upon thirty (30) days notice by either party; and

WHEREAS, it is agreed that said garage will be considered personal property belonging to County, to be removed by County within a reasonable time after notice by either Party to remove said fire truck and garage; and

NOW, THEREFORE, the Parties further agree as follows:

1. County hereby agrees to provide a fire truck to Association and other residents of the Lush Meadows area of Supervisorial District No. 5 and of the County of Mariposa, to be used by them
for fire protection in said area and County. County has provided
monies and volunteer labor to construct a garage on the real prop-
erty of Association in said Lush Meadows area, which is and shall
remain the personal property of the County. Said fire truck shall
be garaged in said garage on the real property of the Association
for the purpose of providing fire protection as aforesaid without
any rent or charge to County by Association. County will pay the
costs of repairs and maintenance for said Truck so long as it
remains in the Lush Meadows as aforesaid.

2. Either party shall have the right to terminate this
agreement by giving thirty (30) days written notice to the other.
In the event of a thirty (30) days notice of termination being
given to either party by the other, County will remove the said
fire truck from the land of Association, and shall have the right
to remove said building from the land of Association within a
reasonable time.

3. This Agreement shall be construed as a license and not
a lease, and is personal to Association and revocable at any time.
It shall further be construed as a year-to-year license covering
the fiscal year commencing July 1, 1975, and ending June 30, 1976,
renewable for succeeding terms of one year by written agreement.

IN WITNESS WHEREOF the Parties hereto have set their hands
the day and year above written.

COUNTY OF MARIPSO

By__[Signature]__
Tom R. Richardson
Chairman of the Board

ATTEST:

Ellen Bronson, County Clerk and
Ex-Officio Clerk of the Board

[Signature]
President, Lush Meadows Assn.
AGREEMENT

THIS AGREEMENT made and executed on this 1st day of July, 1975, by and between the COUNTY OF MARIPOSA, hereinafter referred to as County, and the MARIPOSA COUNTY CHAMBER OF COMMERCE, hereinafter referred to as Chamber.

WITNESSETH:

It is hereby agreed as follows:

Pursuant to the provisions of Section 26100 (d) of the Government Code of the State of California, County does hereby contract with the Chamber for the Advertising of County Resources.

County agrees to pay chamber the sum of $8,700.00 in two equal installments during the fiscal year 1975-76 for the purpose of advertising County Resources.

Chamber agrees to expend this money for the advertising of County Resources and to induce immigration to the County of Mariposa, in accordance with established policy of the County of Mariposa.

This agreement shall be in effect for a period of one year commencing on the 1st day of July, 1975.

IN WITNESS WHEREOF, The Count of Mariposa by a through the Chairman of the Board of Supervisors, being duly authorized has caused the name of the County of Mariposa to be affixed hereto, together with its seal, and the President of the Mariposa County Chamber of Commerce, by authority of the Board of Director of said Chamber, has affixed his signature hereto, on the date herinabove first mentioned.
COUNTY OF MARIPOSA

BY

TOM R. RICHARDSON, Chairman of the Board of Supervisors, County of Mariposa

MARIPOSA COUNTY CHAMBER OF COMMERCE

By

President of the Board of Directors

ATTEST: ELLEN BRONSON, County Clerk
and Ex-Officio Clerk of the Board of Supervisors

By

ELLEN BRONSON
The Board of Supervisors of the County of Mariposa met this 6th day of July, 1976 with all members present.

The Board minutes of June 29, 1976, were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters. On motion of Clark, seconded by Richardson, the Public Hearing on the amendment to Ord. 340, Airport Zoning, presently set for July 20, 1976 at 2:00 p.m., is continued to August 3, 1976 at 2:00 p.m. in order to allow time for the Road Commissioner to complete a map relative to said ordinance.

On motion of Clark, seconded by Richardson, Supervisor Long is authorized to have an additional street light installed near the public parking lot on 7th Street, Town of Mariposa.

Barbara Saye, Auditor-Recorder, discussed budget items with the Board.

On motion of Dalton, seconded by Clark, a Study Committee is appointed to investigate the necessary steps to establish a County Building Department. Ayes: Clark, Dalton, Long, Richardson. No: Moffitt. The Chairman appointed Supervisors Richardson and Dalton, Darell Deal, George Greenamyer, Tom Higgins and Bruce Jacobs to the Study Committee. Supervisor Richardson to chair the committee.

On motion of Dalton, seconded by Long, the Chairman was authorized to sign Grant Agreement ("701" funds) for Land Use and Housing Implementation Study, between the County and the Office of Planning and Research.

Leo Hahn, Strout Realty, discussed a waiver of Res. 75-47, Subdivision Moratorium, for Holiday Hills Ranch Assoc. On motion of Dalton, seconded by Clark, waiver request was denied.

The time being 2:00 p.m., the public hearing was opened regarding the change of name of Road #289 to Macready Road. Res. 76-72, was passed and adopted changing said road name, on motion of Richardson, seconded by Long.

Egon Ruttimann appeared before the Board regarding possible waiver of Subdivision Moratorium, Res. 75-47. County Counsel advised Mr. Ruttimann of recent legislation pertaining to Parcel Line Boundary Changes.

On motion of Long, seconded by Dalton, the Chairman was authorized to sign two agreements with Butte County regarding data processing for the County Clerk's Election Dept. and the Assessor's Office.

Paul E. Paige, Sheriff, discussed pending legislation with the Board. On motion of Long, seconded by Clark, the Board opposes AB 3000 (Fenton), in its present form, regarding special employee relations procedures for peace officers. The Clerk was directed to write to Senate Judiciary Committee members stating the Board's opposition.

On motion of Long, seconded by Clark, the Board strongly opposes AB 301 (Keysor), which deprives elected department heads of the right to investigate alleged improprieties in the dept., and directed Clerk to send a telegram to Governor Brown urging a veto.

On motion of Long, seconded by Dalton, the following step raises were approved upon recommendation of Department heads: Mrs. Helen Spencer, Supt. of Schools Dept., Range 15, Step G, eff. 7/16/76; Peter W. Wiedemann, Assessor's office, Range 25, Setp B, eff. 7/1/76.

On motion of Long, seconded by Richardson, the Board favors AB 1135, which provides broad immunity from liability to counties, etc., regarding swine flu program, and directed the Clerk to send a telegram to Governor Brown urging that he sign the proposed legislation.
The Chairman was authorized to sign authorization to pay Premium Awards to Prospector Displays if and when awards are received by the County for its display at the California Exposition and Fair, on motion of Richardson, seconded by Clark.

There being no further business the Board adjourned to meet again in regular session, Tuesday, July 13, 1976 at 10:00 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
7/01/76

Mrs. Bronson:

The Chairman of the Board of Supervisors should sign the attached contract and return it to us so that our County Counsel, Auditor, and Board Chairman may sign. We are sending this second contract unsigned in the interest of saving time. After our Board chairman signs we will forward a copy of the approved contract to you. Please call if you have any questions.

Mildred Gnass
Secretary
(916) 534-4292

Butte County

Lands of Natural Health and Beauty
Chairman  
Board of Supervisors  
County of Mariposa  
Courthouse  
Mariposa, California 95338

Dear Sir:

An agreement for automated Voter Registration processing services is enclosed herewith for approval of Mariposa County.

Under cost accounting methods and procedures as set forth for Working Capital Funds, as provided in the California Administration Code, it is not possible to set an absolute fiscal cost for services provided; however, a cost estimate is furnished herein, in two parts, as an aid to determine budget requirements.

The unit rates estimated in paragraph 1 of the agreement will be subject to adjustments as operating expenses and total usage fluctuate, but the fiscal year cost for the reports and processes provided for in Exhibit A should not exceed $1,500.00. This estimate is based on rates currently in effect for Butte County Data Processing services, with allowances for fluctuations.

Charge for services performed beyond the scope of the reports and processes provided for in Exhibit A of the agreement, although based on the same costing methods, will be in addition to the above estimated fiscal year cost and will represent separate functions as follows:

a. Original conversion to the method of processing as used by Butte County;

b. Coordination costs involved in transition, retraining, and clerical aid;

c. Special requests for additional reports or processes and requirements unique to the customer; and,
d. Reprocessing (re-runs) of original runs which did not process properly because of incorrect data submission attributable to the customer.

All of the above will be computed in accordance with paragraph 1 of the agreement.

By coordination with the customer for which we propose to perform the services specified in the agreement, it is anticipated that the costs for these special functions should not exceed $2,500.00.

I wish to emphasize that the rates for external users of the Butte County computer facility will be the same rates as are charged to users within Butte County. If rate fluctuations indicate that the estimated costs as established above will be exceeded, this department will immediately notify the customer so that appropriate action may be taken to procure additional funds, or to terminate the services as provided for in paragraph 6 of the agreement, at the option of the customer.

Very truly yours,

[HANK HINDERY]
Director

HH:mg

Enclosure: Agreement
AGREEMENT

This AGREEMENT made and entered into this 6th day of July, 1976, by and between Mariposa County, hereinafter referred to as customer and the COUNTY OF BUTTE, hereinafter referred to as Butte,

WITNESSETH:

WHEREAS, Butte has data processing equipment which is adaptable to the needs of customer; and

WHEREAS, Butte desires to provide the services to take care of the data processing needs of customer,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN Butte and customer that:

Butte agrees to furnish Voter Registration data processing services required by customer as delineated in Exhibit 'A' attached hereto and made a part hereof, using data processing equipment located in the County of Butte, on the following terms and conditions:

1. The charges for the services provided shall be:
   a. Charges for all services rendered will be based on unit rates, as approved by the Butte County Board of Supervisors, for the services to be provided. These unit rates will be computed in accordance with cost accounting methods and procedures as set forth for Intergovernmental Service Funds as provided in the California Administrative Code.
   b. It is understood by both parties that the rates computed as stated above may vary.
   c. Provisional billing will be made on or about the tenth of the month following the month in which services were rendered. Quarterly adjustment billing will be rendered following analysis of cost by Butte County Auditor.
e. If customer requires any specialized material apart from that provided by Butte, such specialized material shall be furnished by customer.

2. Prior to the date on which this service commences, customer will provide the initial information required by Butte.

3. Butte undertakes to provide the services as set forth in Exhibit 'A' within the time specified therein, unless prevented from so doing by causes beyond Butte's immediate control including but not limited to power failures, breakdown of equipment, strikes, walkouts, unavailability of supplies, and acts of God.

4. It is understood that all actions taken hereunder by Butte will be based upon information furnished by customer, and customer hereby agrees to defend and hold Butte harmless against any claims of whatever nature and by whomever made that may be made against Butte as a result of its acting upon the information so furnished by customer. Notwithstanding anything to the contrary herein, if re-processing is required because of erroneous information or data being supplied to Butte, the cost of said re-processing shall be borne by customer.

5. Nothing contained herein shall be deemed to relieve customer of any duty which may be imposed by State or Federal law on customer to maintain records regarding his business or his employees.

6. This service shall commence on or about the __1st__ day of __July__ 1976, and shall continue indefinitely, but may be terminated by customer upon 60 days notice to Butte, provided all service charges shall have been paid in full by such effective termination date, or by Butte upon __six (6) months__ written notice.
7. All data maintained for customer by Butte shall remain the property of customer. Should customer elect to take possession of said data upon termination of this agreement by either party, Butte shall furnish to customer said data, upon reimbursement, at actual cost of expenses incurred in the transmission of said data to customer and/or copying of said data for customer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their officers thereunto duly authorized as of the day and year first above written.

COUNTY OF BUTTE

BY__________________________________

__________________________________

Approved as to form:

BUTTE COUNTY COUNSEL'S OFFICE

BY /s/ DANIEL V. BLACKSTOCK

Approved as to fiscal and budgetary control:

BUTTE COUNTY AUDITOR

BY /s/JAMES L. JOHANSEN
EXHIBIT A

ELECTIONS:

1. Master Affidavit Update
2. Consolidate Precincts
3. Indexes by Precinct
4. Roster by Precinct
5. Print Polling Place Cards or Booklet Labels
6. Voter Count Reports
7. Copy of Master Affidavit Magnetic Tape to Secretary of State
8. Purge/Re-instate Voters
9. County-wide Indexes by Name

All other reports, processing editing and coordination for Voter Registration or Election materials will be billed under 1.(b) of the contract.
EXHIBIT B

SCHEDULE OF INPUT AND OUTPUT AND TURN-AROUND TIME

1. Processing of elections, maintenance and special requests will be run on request and will require a minimum of 72 hours, or a maximum of 120 hours turn-around time for output. Time is based on working days.

2. Input forms and data must be submitted by requestor at time of request. If special processing is requested, then written instructions must accompany submittal.

3. Output forms and formats are on regular 14" x 11" 20-lb paper, except for rosters, polling place cards and gum labels.
## EXHIBIT B

### DATA INPUT/OUTPUT SCHEDULE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FREQUENCY</th>
<th>RECEIVING DATE</th>
<th>OUTPUT DATA DESCRIPTION</th>
<th>RECEIVING DATE COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax File Maintenance Cards</td>
<td>M</td>
<td>When requested</td>
<td>Tax File Maintenance Proof List</td>
<td>Date to be set</td>
</tr>
<tr>
<td></td>
<td>M</td>
<td></td>
<td>Tax File Maintenance Register</td>
<td>3 days after last</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Maintenance for month received in</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Butte County</td>
</tr>
<tr>
<td>Tax Receivable Adjustment Cards</td>
<td>W</td>
<td>When requested</td>
<td>Tax Receivable Adjustment Balance List</td>
<td>Date to be set</td>
</tr>
<tr>
<td></td>
<td>M</td>
<td></td>
<td>Tax Receivable Adjustment Register</td>
<td>3 days after the</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>last Balance List for the month is approved</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td></td>
<td>Delinquent Publication List</td>
<td>August 15</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td></td>
<td>Sold to State Proof</td>
<td>August 1</td>
</tr>
<tr>
<td></td>
<td>A</td>
<td></td>
<td>Sold to State Maintenance</td>
<td>August 5</td>
</tr>
<tr>
<td></td>
<td>A (2)</td>
<td></td>
<td>Sold to State Report</td>
<td>August 15</td>
</tr>
<tr>
<td></td>
<td>A (2)</td>
<td></td>
<td>Property Statements</td>
<td>Feb 1-10</td>
</tr>
<tr>
<td></td>
<td>A (2)</td>
<td></td>
<td>Proof of Current and Prior Sales</td>
<td>August 15</td>
</tr>
</tbody>
</table>

W = Weekly or as requested  
M = Monthly or as requested  
Q = Quarterly  
A = Annually
### ESTIMATED CONVERSION COSTS

**MARIPOSA COUNTY VOTER REGISTRATION TO DATA PROCESSING**

<table>
<thead>
<tr>
<th>Conversion</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keypunch &amp; Verify 5,500 Registered Voters</td>
<td>100</td>
<td>850.00</td>
</tr>
<tr>
<td>(cost includes cards)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Trips to Mariposa for coordination</td>
<td>504.00</td>
<td></td>
</tr>
<tr>
<td>(16 hours per trip)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Systems:**

- Modify & produce Operation, Clerical & User Instruction Manuals
  - 5
  - 70.00

**Programming:**

- Conversion Costs, i.e.,
  - 6
  - 84.00
  - 1. Tape library maintenance & allocation
  - 2. Mass storage allocation
  - 3. Software support

**Computer Usage:**

- 6
  - 500.00
  1. Periodic list of conversion
  2. Complete index after conversion
  3. Misc. support during conversion

**Phone coordination cost:**

- 120.00

**Estimated cost of conversion:**

- 2,128.00

**Forms:**

- 2,500 4-part Voter Registration & Roster Index (92.00 per thousand)
  - 225.00

**Estimated cost of conversion and forms:**

- 2,353.00
AGREEMENT

This AGREEMENT made and entered into this _6th_ day of _July___, 1976, by and between _Mariposa County_ and _COUNTY OF BUTTE_, hereinafter referred to as customer and the COUNTY OF BUTTE, hereinafter referred to as Butte,

WITNESSETH:

WHEREAS, Butte has data processing equipment which is adaptable to the needs of customer; and

WHEREAS, Butte desires to provide the services to take care of the data processing needs of customer,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN Butte and customer that:

Butte agrees to furnish _____ Secured Tax data processing services required by customer as delineated in Exhibit 'A' attached hereto and made a part hereof, using data processing equipment located in the County of Butte, on the following terms and conditions:

1. The charges for the services provided shall be:
   a. Charges for all services rendered will be based on unit rates, as approved by the Butte County Board of Supervisors, for the services to be provided. These unit rates will be computed in accordance with cost accounting methods and procedures as set forth for Intergovernmental Service Funds as provided in the California Administrative Code.
   b. It is understood by both parties that the rates computed as stated above may vary.
   c. Provisional billing will be made on or about the tenth of the month following the month in which services were rendered. Quarterly adjustment billing will be rendered following analysis of cost by Butte County Auditor.
e. If customer requires any specialized material apart from that provided by Butte, such specialized material shall be furnished by customer.

2. Prior to the date on which this service commences, customer will provide the initial information required by Butte.

3. Butte undertakes to provide the services as set forth in Exhibit 'A' within the time specified therein, unless prevented from so doing by causes beyond Butte's immediate control including but not limited to power failures, breakdown of equipment, strikes, walkouts, unavailability of supplies, and acts of God.

4. It is understood that all actions taken hereunder by Butte will be based upon information furnished by customer, and customer hereby agrees to defend and hold Butte harmless against any claims of whatever nature and by whomever made that may be made against Butte as a result of its acting upon the information so furnished by customer. Notwithstanding anything to the contrary herein, if re-processing is required because of erroneous information or data being supplied to Butte, the cost of said re-processing shall be borne by customer.

5. Nothing contained herein shall be deemed to relieve customer of any duty which may be imposed by State or Federal law on customer to maintain records regarding his business or his employees.

6. This service shall commence on or about the 1st day of July, __________, 1976, and shall continue indefinitely, but may be terminated by customer upon 60 days notice to Butte, provided all service charges shall have been paid in full by such effective termination date, or by Butte upon six (6) months written notice. 

-2-
7. All data maintained for customer by Butte shall remain the property of customer. Should customer elect to take possession of said data upon termination of this agreement by either party, Butte shall furnish to customer said data, upon reimbursement, at actual cost of expenses incurred in the transmission of said data to customer and/or copying of said data for customer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their officers thereunto duly authorized as of the day and year first above written.

COUNTY OF BUTTE

BY ____________________________

______________________________

Approved as to form:

BUTTE COUNTY COUNSEL'S OFFICE

BY ____________________________

Approved as to fiscal and budgetary control:

BUTTE COUNTY AUDITOR

BY ____________________________
# GRANT AGREEMENT

**GRANTEE:** COUNTY OF MARIPOSA  
**PROJECT TITLE:** LAND USE AND HOUSING IMPLEMENTATION STUDY  
**CPA NUMBER:** 1008.112  
**GRANT PERIOD:** JULY 1, 1976 - JUNE 30, 1977  
**GRANT AMOUNT:** $15,000  
**LOCAL SHARE:** $7,500  
**TOTAL COST:** $22,500

This will provide you with official notification of your grant award under the Comprehensive Planning Assistance (701) Grant program. In accepting this grant agreement you bind yourself to certain grant conditions as set forth below:

I. That the final application, submitted by the above named Grantee to the State of California acting by and through the Office of Planning and Research (OPR), be made a part of this agreement as though it were attached hereto. This includes, but is not limited to, the following:
   A. The resolution adopted by the legislative or policy body of the Grantee.
   B. The final application form.
   C. The Overall Program Design or Overall Work Program.
   D. The Annual Work Program including the Tabular Summary and Payment Schedule and the Annual Work Program Schedule.
   E. Statements of Coordination.
   F. Statement of Assurances.
   G. Documentation of legal authorities (if required).
   H. Map of project area.

II. That the Grantee will obtain prior written approval from the Office of Planning and Research of any changes in the Annual Work Program or Budget before implementing such changes.

III. That the Grantee will administer the grant in accordance with OPR instructions contained in "Handbook II, Comprehensive Planning Assistance Grants—Final Application Procedures/Grant Management", and Section 701 of the Housing Act of 1954, as amended.

Signed this ___ day of ___, 1976, in California.

[Signature]

State of California  

Bill Press  
Director Office of Planning and Research  
Funding: Special Payroll Account  
Statewide Comprehensive Planning

Accepted on behalf of the grantee:  

Name: WILLIAM H. MOFFITT  
(please print or type)  

Title: Chairman, Board of Supervisors  
County of Mariposa
PROGRAM CATEGORY 100: SHELTER AND GROWTH STUDY

ISSUES, PROBLEMS, AND OPPORTUNITIES: Mariposa County is a rural mountain county of slightly over 3,000 people in the Central Sierra. As our counties have moved restrictive land use policies and mobilizing regulations which has caused a rapid growth in population and real estate speculation in the county. Cumulative impacts of sudden growth without local control and capacity to manage increased demands has placed Mariposa County in a position where existing housing, social and economic spheres, public services, and, indeed, an area wide lifestyle are in jeopardy.

Mariposa County is in the process of preparing a County General Plan and has an opportunity, through effective decision-making, to conserve existing housing and to establish the framework through which locally acceptable new housing can meet locally defined needs.

Goal: To provide adequate housing opportunities and a mixture of housing types to all economic sectors in the County.

PROGRAM SUBCATEGORY 101.00: HOUSING STUDY

SUMMARY: Mariposa County citizens have expressed a desire to elected officials for increased low-cost housing alternatives in the County. Toward this end alternative housing designs and types will be analyzed to suggest reasonably priced dwellings contrasting with mobile homes. This analysis will include a housing demonstration which will provide an opportunity for available housing alternatives to be compared and a spirit of competitiveness to be encouraged.

OBJECTIVE: To provide broader public knowledge of housing alternatives and reduce the cost of housing through open market competition.

Activities:

101.01 Prepare inventory of existing housing stock and analysis of impact of land use decisions on existing housing.

101.02 Prepare an analysis of existing mountain community housing alternatives, including energy conservation and sanitary designs.

101.03 Prepare study of mobile home impact on mountain community housing stock and property tax revenue.

101.04 Conduct a housing demonstration and alternative evaluation.

101.05 Develop a housing strategy.

101.06 Prepare a report on housing policies for updating.

Anticipated Products: Mountain Community Housing Alternative Study Report.

Citizen Participation/Equal Opportunity: Citizens will be provided opportunities to comment on housing alternatives which support affordable housing desires. Citizens will also play a role in evaluating housing alternatives presented at the housing demonstration project. Comments from all citizens will be requested at public meetings as the study proceeds.

Future Activities: Implementation of the housing strategy will be assisted by local efforts to achieve lower interest rates and competition among local businessmen and developers. Analysis of public facilities necessary to preserve existing housing and encourage new housing opportunities.

Estimated Cost and Income:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff 1.5</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other Public Agencies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Consultants 3</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,000</td>
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</table>

Source of Funds:

<table>
<thead>
<tr>
<th>Type</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal</td>
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<tr>
<td>101 Federal</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other Federal</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$9,000</td>
</tr>
</tbody>
</table>
PROGRAM SUBCATEGORY 102.00:  
LAND USE STUDY

Summary: The Planning Commission and Board of Supervisors have been required to make land use decisions which have long-range social and economic impacts. Monitoring and evaluation of land use decisions is necessary to protect the rural environment from the advance of premature growth.

Objective: To identify lands within the County which will undergo growth and require extraordinary monitoring to avoid detrimental effects on County services.

Work Elements:
102.01 Implement a reporting system on development-related activities for government and public utilities.
102.02 Establish monitoring and evaluation system components and reporting format.
102.03 Identify critical land use zones for intensive monitoring and evaluation.
102.04 Prepare a report on land use plan and policies including land use monitoring.
102.05 Prepare an evaluation report on reporting system performance.

Anticipated Products:
Critical Land Use Areas Report

Citizen Participation/Equal Opportunity: Citizens will be given opportunities to comment on critical land use zone designations and conclusions on land use policies.

Future Activities: Identification of critical land use zones will be built upon by analysis of housing mix and environmental constraints to continued development. Community development needs assessment for critical land use zones to be incorporated in decision-making process. Development of a long-range community facility program.

Estimated Cost and Manpower

<table>
<thead>
<tr>
<th>Category</th>
<th>Man-Months</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff</td>
<td>1.5</td>
<td>$2,500</td>
</tr>
<tr>
<td>Other Public Agencies</td>
<td>3</td>
<td>5,000</td>
</tr>
<tr>
<td>Consultants</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>4.5</strong></td>
<td><strong>$7,500</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal</td>
<td>$2,500</td>
</tr>
<tr>
<td>701 Federal</td>
<td>5,000</td>
</tr>
<tr>
<td>Other Federal</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$7,500</strong></td>
</tr>
</tbody>
</table>

PROGRAM SUBCATEGORY 103.00:  
HOUSING STRATEGY IMPLEMENTATION

Summary: Develop coordinated efforts between government and private industry to pursue meeting housing demands by type, location, and cost. Encourage construction of housing through incentives to contractors and provide increased public facility opportunities.

Objective: To provide an increased mixture of housing throughout Maripose County.

PROGRAM SUBCATEGORY 104.00:  
PUBLIC FACILITY ANALYSIS

Summary: Utilizing ongoing studies of land use and housing, develop a needs analysis of public facilities necessary to preserve and encourage housing. Identification of critical public facilities to avoid cumulative undesirable environmental impacts in areas of residential development.

Objective: To ensure preservation of environmental quality in residential growth areas.
PROGRAM CATEGORY 200: COMPREHENSIVE PLANNING

Issues, Problems, and Opportunities: Mariposa County has initiated a general planning process through which the attributes of a unique area-wide lifestyle can be preserved while accommodating new residents into the County. Residents of Mariposa County have requested that comprehensive action be taken to protect historically and archaeologically sensitive sites within the County and inventory available social services. The Planning Commission and Board of Supervisors have an opportunity to establish in concert with interested citizens a plan to preserve, protect, and enrich the historical and social character of Mariposa County.

Goal: To maintain an area-wide lifestyle which preserves historical and archaeological sites complemented by expanded social services.

PROGRAM SUBCATEGORY 201.00: HISTORIC PRESERVATION

Summary: Mariposa County General Plan outlines actions which can be taken to preserve historical sites within the County. Efforts to implement the plan will be undertaken, and expansion of historical and archaeological site inventory provided.

Objective: To provide a method by which historical sites can be preserved.

Work Elements: 201.01 Prepare a comprehensive inventory of historical and archaeological sites within the County.

201.02 Prepare and distribute a summary of public and private opportunities which can be taken to preserve historic sites.

201.03 Provide information assistance to local businesses engaging in historical preservation activities.

Anticipated Products: A. Historical and Archaeological Site Inventory Report.
B. Summary of Local Preservation Programs and Opportunities.

Citizen Participation/Equal Opportunity: Citizens will be requested to review and provide assistance in identifying historically and archaeologically sensitive sites.

Future Activities: Integration of historical sites with local parks and recreation planning programs. Joint planning efforts with the National Forest Planning Team to preserve archaeologically sensitive sites within the National Forest.

Estimated Cost and Manpower

<table>
<thead>
<tr>
<th>Man-Months</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Staff</td>
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<td>Consultants</td>
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</table>

Source of Funds:
Non-federal: $1,000
701 Federal: $2,000
Other Federal: $0

TOTAL: $3,000

PROGRAM SUBCATEGORY 202.00: SOCIAL SERVICE INVENTORY

Summary: Prepare a social service inventory to locate and identify existing public and private social services in Mariposa County, including the National Forest and National Park. This inventory is to be used as background in forecasting future social service needs and to assist new residents in becoming familiar with current social services available to them.

Objective: To provide a social service inventory to be utilized in comprehensive planning studies and by new residents to the County.
Work Elements: 202.01 Conduct a survey of all public and private social services to determine scope of services and service needs.

202.02 Prepare a comprehensive inventory and map of all social services in the County.

Anticipated Products: Comprehensive Social Service Inventory.

Citizen Participation/Equal Opportunity: Citizens will be involved in commenting on the social service inventory and potentially identifying social service needs.

Future Activities: Preparation of long-range social service needs statement. Expansion of General Plan to include social services inventory, needs statement, and policies.

Estimated Cost and Manpower

<table>
<thead>
<tr>
<th>Non-Months</th>
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<tr>
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</table>

Source of Funds:
- Non-federal: $125
- 701 Federal: $250
- Other Federal: $125

TOTAL: $375

PROGRAM SUBCATEGORY 203.00:
HISTORICAL PARK PLAN

Summary: Implementation of historical element strategies to preserve many of Mariposa County's historical sites for future generations can be accomplished through a coordinated park plan and assistance from state and federal funding agencies.

Objective: To preserve and protect historical sites while expanding public recreation opportunities.

PROGRAM SUBCATEGORY 204.02:
LONG-RANGE SOCIAL NEEDS STATEMENT

Summary: Demographic mix in Mariposa County requires special consideration of social facility opportunities. Development of a long-range plan considering local needs and potentials of cooperative ventures is necessary to ensure adequate social services for all residents of Mariposa County.

Objective: To provide a long-range facility plan for social services.
PROGRAM CATEGORY 300:
ADMINISTRATION OF PLANNING PROGRAM

ISSUES, PROBLEMS, AND OPPORTUNITIES: Hancock County must develop a coordinated record-keeping system which is consistent with federal and state requirements for administration of 701 planning assistance.

GOAL: To provide administrative support for the effective and timely implementation of the 701 grant.

PROGRAM SUBCATEGORY 301.00:
GRANT ADMINISTRATION PROCESS

SUMMARY: Meeting the requirements of 701 grant administration requires installation, upkeep, monitoring, and preparation of a record-keeping system. Preparation of quarterly reports, requests for funds, and completion reports is required. Maintenance of appropriate files and all other necessary administrative functions must occur in a consistent manner.

OBJECTIVE: To fully comply with 701 grant administration requirements as set forth by OPR.

WORK ELEMENTS:

301.01 Set up a record-keeping system and associate documents, including time sheets, travel vouchers, and financial records.

301.02 Prepare quarterly and completion reports including narrative on grant progress.

301.03 Perform associate administrative or required.

ANTICIPATED PRODUCTS: Progress and Completion Reports As Required.

CITIZEN PARTICIPATION/EQUAL OPPORTUNITY: All records and procedures will be open for public review.

FUTURE ACTIVITIES: Preparation of future year 701 planning assistance grant applications.

ESTIMATED COST AND MANPOWER

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<th>Work</th>
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Source of Funds:

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<td>11</td>
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ANNUAL WORK PROGRAM SUMMARY AND PAYMENT SCHEDULE

NAME OF JURISDICTION: County of Mariposa

PROJECT TITLE: Land Use and Housing Implementation Study

DATE: 6/30/76

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<th>PAYMENT SCHEDULE</th>
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<td>201 Historic Preservation</td>
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TOTAL ESTIMATED COST $ 22,500

TOTAL ALLOWABLE PAYMENT (Equals Grant Award) $ 15,000
The Board of Supervisors of the County of Mariposa met this 8th day of July, 1975 with all members present.

The minutes of the Board of Supervisors meeting of July 1, 1975 were approved as mailed.

John Thomson, Sanitarian, reported to the Board that he has been assigned by the State Dept. of Health to Calaveras County on Wednesdays and Thursdays for a period of one month.

Peter Artero, Road Commissioner, discussed Yosemite West water problems.

On motion of Long, seconded by Moffitt, the Board sent a telegram to Santa Clara County's Board of Supervisors stating the Board supports that County's stand in regard to illegal strike of County employees.

The Board of Supervisors discussed appointment of candidates for the Assessment Appeal Board.

Step raises were granted to Linda Sinclair, Farm Advisor's secretary, Range 16, Step E, effective July 1, 1975; and Carol Langley, Account Clerk III, Range 17, Step E, effective July 8, 1975, on motion of Long, seconded by Moffitt.

On motion of Moffitt, seconded by Clark, travel request was granted to Charles Hand, Deputy Probation Officer, to DARE Foundation Conference in Sacramento, July 11 and 12, 1975.

Res. 75-102, passed and adopted, on motion of Long, seconded by Clark, authorizing the chairman to sign Agreement with the Dept. of Finance for the Special Census.

On motion of Long, seconded by Moffitt, property tax cancellation Nos. 688, 689, and 690 were granted pursuant to Section 4986 (a) (2) Revenue and Taxation Code Provision, State of Calif.; and No. 691 was granted pursuant to Section 275 (c) Revenue & Taxation Code Provision, State of Calif.

The Board of Supervisors discussed the proposed EIR Ordinance.

The Board set the Public Hearing for the Amendment to A-E Zone submitted by William Allison for Tuesday, August 12, 1975 at 2:00 p.m. in the Board of Supervisor's room.

On motion of Moffitt, seconded by Clark, Res. 75-103 was passed and adopted, setting rules and regulations on procedures for Grievance Hearings.

On motion of Long, seconded by Moffitt, Res. 75-104 was passed and adopted, tentatively setting Wednesday, July 30, 1975, at 9:00 a.m. as the date for the Grievance Hearing for Harvey F. Tomlinson.

The Board directed the Co. Counsel to write a letter to Tehama Co. Board of Supervisors in regard to the elevated insurance costs.

James Mulligan and Florence Kong, representatives from the Governor's office were present for part of the morning session.
There being no further business, the Board adjourned to meet again in regular session on July 15, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board.
BOARD OF SUPERVISORS

July 13th, 1976

The Board of Supervisors of the County of Mariposa met this 13th day of July, 1976, with all members present.

The minutes of the Board meeting of July 6th, 1976 were approved as mailed.

The following claims were approved as presented:

- General Fund $53,239.74
- Contingent Fund 2,609.19
- Road Fund 72,036.25
- Law Library 600.46
- S. A. P. Fund 535.64
- Federal Administration Fund 1,007.20
- Revenue Sharing Operation Fund 158.51
- Don Pedro Sewer Zone 605.08
- Yosemite West Maintenance Fund 1,395.29
- Recreation and Parks Fund 2,665.40
- Mariposa Co. Service Area 1-M (Lake Don Pedro) 50.85
- Mariposa Co. Service Area 1-M (Mariposa Pines) 103.82

Peter Artero, Road Commissioner, discussed road matters.

On motion of Dalton, seconded by Clark, the County Counsel is authorized to seek estimates for tree removal near Mariposa-Yosemite Airport.

On motion of Clark, seconded by Dalton, the County Counsel is authorized to obtain an appraisal of property relative to maintenance yard in Yosemite West Maintenance District.

The time being 10:15 a.m. the public hearing opened regarding Conflict of Interest Codes for various departments and discussion was held concerning various aspects of the Political Reform Act of 1974 (Government Code Sec. 81000). Mr. Herbert R. Davis, Jr., Sec.-Treas. of John C. Fremont Hospital Board of Directors, provided information to complete the Hospital Board's Code. On motion of Richardson, seconded by Long, the County Counsel was directed to contact those departments or agencies which failed to file or filed incomplete Conflict of Interest Codes. On motion of Richardson, seconded, by Clark, the Public Hearing relative to the Codes which were presented was closed. On motion of Long, seconded by Clark, further public hearing for Conflict of Interest Codes was set for August 3, 1976 at 2:00 p.m. and the Clerk directed to publish notice.

On motion of Long, seconded by Clark, it is the Board's intention to declare a Negative Declaration relative to the Aviation Easement - Mariposa Yosemite Airport.

Barbara Says, Auditor-Recorder, discussed Budget Revenue items. The Water Agency Fund is to be reduced by $10,000 said money to be placed in the General Fund.

The Public Hearing on the proposed Planned Development Ordinance opened at 2:00 p.m. and discussion was held. On motion of Dalton, seconded by Clark, Section 2.0, Purpose, subsection F is to be added.

The Public Hearing for a certificate of Public Convenience and Necessity to be granted to Howard M. Scooggins for operation of disposal business in the Bootjack area was opened. Mr. Scooggins appeared before the Board. No objections were heard, on motion of Richardson, seconded by Clark, Res. 76-73 was passed and adopted allowing refuse collection and disposal service within a certain area of the County. Ayes: Clark, Long, Richardson. Abstain: Dalton, Moffitt.

Lois Lewis, Welfare Director, discussed various personnel matters.
R. W. "Phil" Phillips, Bob Chivers, Contractors and Bob Rader, Supplier, spoke to the Board regarding feasibility study done by Committee appointed August 13, 1974. The Chairman appointed Robert Chivers and Bob Rader to the newly formed Study Committee which was appointed July 6, 1976 to investigate the necessary steps to establish a County Building Dept.

Richard Begley, Parks & Recreation Director, presented an agreement for signature. On motion of Clark, seconded by Long, the Chairman was authorized to sign Project Agreement for Hornitos Park between the County and the Resources Agency under the 1974 Bond Act. On motion of Long, seconded by Clark, the Director was authorized to purchase 48" cyclone fencing for the Cemetery.

On motion of Long, seconded by Richardson, the Board reaffirms its actions of June 22, 1976, concurring with the Parks and Recreation Commissions approval of the relocation of the Cathey's Valley Fire Department garage to be placed in Cathey's Valley Park.

On motion of Clark, seconded by Long, a resolution was presented which would allow an encroachment permit with certain restrictions in the Yosemite West Maintenance District. Ayes: Clark. Noes: Dalton, Moffitt, Long, and Richardson. Motion filed. The proposed resolution is returned to County Counsel for inclusion of a section regarding inspection fees to be charged by the District Engineer.

On motion of Richardson, seconded by Long, the following step raises were granted upon recommendation of department heads: Howard C. Harbulak, Dept. Sheriff II, Rg. 26, Step C, eff. 8/1/76; Linda Sinclair, Farm Advisor's Sec'y., Rg. 16, Step F, eff. 7/1/76; Dena Billings, Dep. Aud.-Rec., Rg. 17, Step D, eff. 8/1/76; Carol Langley, Welfare Account Clerk III, Rg. 17, Step f, eff. 7/8/76.

On motion of Dalton, seconded by Long, the Clerk is directed to send a letter of condolence on behalf of the Board to Judge Norman Jaenecke on the loss of his wife.

There being no further business the Board adjourned to meet again in regular session, Tuesday, July 20, 1976 at 10:00 a.m.

ATTEST:

[Signature]

Chairman of the Board

ELLEN-BRONSON, County Clerk & ex officio Clerk of the Board
STATE OF CALIFORNIA
Resources Agency
Department of Parks and Recreation

PROJECT AGREEMENT
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES
BOND ACT of 1974

Project Title: Hornitos Park

Applicant: County of Mariposa
Project Number: 22-0004

Project Performance Period: Date of Approval to June 21, 1976

Description of Project (and purposes for which grant moneys were requested):
This project shall consist of developing an irrigation system with pump and storage tank.

Budget Act of 1976

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<th>Item Number</th>
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<tr>
<td>2. Allocated for development</td>
<td>$33,000</td>
</tr>
<tr>
<td>Total State Grant not to exceed</td>
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</tr>
</tbody>
</table>

The General and Special Provisions attached are made a part of and are incorporated into the Agreement.

County of Mariposa

By: [Signature]

Applicant

Title

Date

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: [Signature]

WILLIAM H. HOPKITT, Chairman
Title: Mariposa County Board of Supervisors
Date: July 13th, 1976

DPR 463 (Rev. 4/76)
A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.

2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.

3. The term "Project" as used herein means the project which is described on page 1 of this agreement.

4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant monies in the Act, the State hereby grants to the Applicant a sum of money (grant monies) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.

   Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.

2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on Page 1 and under the terms and conditions of this agreement.

3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.

4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.

5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.

6. All significant deviations from the Project shall be submitted to the State for prior approval.

7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the applicant's approved appraisal of such property which has also been approved by state or the amount established as compensation by a non-appealed final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to state for review and approval. Applicant agrees to furnish additional supporting appraisal material or justification as may be requested by state.

   Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant monies under this agreement, shall comply with Chapter 18 (commencing with Section 7262) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

The grant moneys to be provided Applicant under this agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount allocated for acquisition as set forth on page 1 of this agreement:
   a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.
      (1) State may elect to make disbursement for deposit into escrow.
   b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.
   c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement.
   a. The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.
   b. Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.
   In any event Applicant shall provide State a report showing total final Project expenditures.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.
3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unpaid portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.
5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder. In such case, any amount required to be set aside at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from full compliance by the Applicant with the terms of this agreement, in the preservation, protection and not increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California exceed such benefit exceeds the reasonable and ascertainable extent the amount of money furnished by the State by way of grant funds under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grants money disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

1. Applicant hereby waives all claims and recourse against the State including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents, and employees.

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 805.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 805 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

4. In the event of judgment entered against State and Applicant because of the concurrent negligence of State and Applicant, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related therein. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system provided such system meets the minimum requirements as may be established by State.

H. Use of Facilities

1. The property acquired or developed with grant funds under this agreement shall be used by the Applicant only for the purpose for which the State Grant money was requested and no other use of the area shall be permitted except by specific act of the Legislature.

2. The Applicant shall without cost to State operate and maintain the property acquired or developed pursuant to this agreement in the manner and according to the standards acceptable to State.

I. Nondiscrimination

1. The Applicant shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
The Board of Supervisors of the County of Mariposa met this 3rd day of August, 1976, with all members present.

The minutes of the meeting of July 27, 1976, were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters. On motion of Long, seconded by Clark, the Road Commissioner was authorized to sign rental agreement with the Calif. Division of Forestry for rental of Road Dept. equipment to be used for fire suppression.

On motion of Long, seconded by Richardson, Peter Artero, Road Commissioner was authorized to survey to a single point on the Cold Springs Road.

The Board will meet with the Planning Commission on Monday, August 16, 1976 at 10:30 a.m. to discuss the General Plan update.

On motion of Clark, seconded by Long, chairman was authorized to sign agreement with Televideo Engineering Assoc. for tree removal in the Mariposa Airport Runway Path.

Public Hearing on Conflict of Interest codes was held.

On motion of Long, seconded by Dalton, Res. 76-80, was passed and adopted, repealing sections N and AA of Res. 76-68 and adding a new section N, a combination position of Veteran's Service Officer, 80% and Sr. Citizens Program Administrator, 20%, Range 23, and a combination position of Assistant Veteran's Service Officer-Clerk, 80% and Sr. Citizens Program Clerk, 20% at Range 17, effective August 1, 1976.

On motion of Clark, seconded by Long, the previous motion setting the salary of Glenn Power, Veteran's Service Officer at Range 19, Step A is hereby rescinded and the salary of Glenn Power Veteran's Service Officer-Sr. Citizens Program Administrator is hereby set at Range 23, Step C, effective August 1, 1976, and the salary of Barbara Flarida, Assistant Veteran's Service Officer-Clerk and Sr. Citizens Program Clerk, is set at Range 17, Step A, effective August 1, 1976.

The Auditor was authorized to pay George Peck, retired Veteran's Service Officer, for 32 days vacation pay, on motion of Dalton, seconded by Clark.

Res. 76-81 was passed and adopted, consolidating the John C. Fremont Hospital District Election with the November General Election to be held November 2, 1976, on motion of Long, seconded by Dalton.

On motion of Clark, seconded by Long, chairman was authorized to sign agreement with ATAAP for Title III, Capital Equipment in the amount of $1,186 effective June 16, 1976 to December 31, 1976.

On motion of Clark, seconded by Dalton, chairman was authorized to sign agreement with ATAAP for Title III, Mariposa County Senior Assistance Program in the amount of $8,530 effective August 1, 1976 to July 31, 1977.

On motion of Long, seconded by Dalton, the Board set the minimum lot size at 9,000 square feet for both major and minor subdivisions. Ayes: Clark, Long. Noes: Richardson, Moffitt. Supervisor Dalton absent from room. Chairman stated he would allow the maker to resubmit the motion when all members were present. On motion of Long, seconded by Dalton, the Board set the minimum lot size at
9,000 square feet for both major and minor subdivisions on the Proposed Subdivision Ordinance. Ayes: Clark, Long, Dalton. Noes: Richardson, Moffitt.

On motion of Long, seconded by Dalton, the Auditor was authorized to draw warrant to Earl Romelike for setting Veterans' grave markers at the cemetery, in the amount of $70.00.

On motion of Richardson, seconded by Clark, the following travel requests were granted: Evie Amarillas and Steve Dunbar, Assessor's Office, to attend appraisal school in San Jose, 8/9-13/76; and Jan Robinson, Superior Court Clerk to Fresno to prepare Clerk's transcript on appeal 8/4/76.

On motion of Richardson, seconded by Dalton, Auditor was authorized, as per the Legislative Counsel's opinion of June 18, 1976, to draw warrant to Plumas County in the amount of $500 to assist them with their litigation against the state, welfare recipients and federal government.

On motion of Dalton, seconded by Richardson, the County Counsel was authorized to proceed with the hiring of a Bond Attorney, subject to approval of the Board.

On motion of Long, seconded by Richardson, the Clerk was directed to write letters to RCRC, CSAC, Assemblyman Maddy, and Senator Zenovich, asking that legislation be sponsored which would increase the interest rate on all property tax delinquencies to 12%.

On motion of Long, seconded by Richardson, the Board goes on record in opposition to AB 15, the State Land Use Planning bill. Clerk was directed to write letters to all members of the Senate Natural Resources and Wildlife Committee.

Public Hearing was held on the proposed Ordinance amending Ord. 340, Airport Zoning. On motion of Long, seconded by Clark, Ord 428, was presented with vote to be held on August 10, 1976 at 3:30 p.m.

There being no further business the Board adjourned to meet again in regular session on Tuesday, August 10, 1976 at 10:00 a.m.

ATTEST:

[Signature]
ELLEN BRONSON, County Clerk & Ex-officio Clerk of the Board
Contractor: Mariposa County Board of Supervisors

1. (a) This project, Mariposa County Senior Assistance no. 280068, shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, the program regulations and directives issued by federal and state laws, and reporting requirements of ATAAP, and Project Grant Application, all of which are or may be operative during the term of this contract.

(b) In addition, this project shall be carried out consistent with the terms and conditions of the Project Grant Application to provide Information and Referral, Transportation, Outreach, and Escort Services, as approved by ATAAP in making this award.

(c) In the event of conflict between the provisions set forth in subparagraph 1 (a) and the terms and conditions of the Project Grant Application, the provisions listed in paragraph 1(a) shall control.

(d) In the event of conflict between provisions of this agreement and of the Project Grant Application, the provisions of this agreement shall control.

(e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at ATAAP, 1100 Kansas, Suite 7, Modesto, CA.
2. The approved Project Grant Application which is on file with ATAAP is hereby incorporated by reference and is made part of this agreement.

3. The term of this agreement is from August 1, 1976 to July 31, 1977, subject, however, to earlier termination as herein provided.

4. In consideration of the on-going performance of the above in a manner considered satisfactory to ATAAP, ATAAP shall pay Contractor a total amount not to exceed $8,530.00, which is derived solely from federal funds and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount, upon receipt and approval of Report of Expenditures and Request for Payment by ATAAP in quadruplicate (4) supported by a current monthly Program and Financial Report submitted in duplicate (2), and proper technical documentation.

5. Contractor shall provide accurate accounting procedures whereby, Federal Title III project funds and the non-federal funds used to earn such funds must be accounted for separately in the contractor's accounting system and accounted for separately from other funds under the Contractor's control.

6. In the event that Contractor shall fail or refuse, in the opinion of ATAAP, to conduct said project in accordance with the terms hereof or in the event of withdrawal or lack of appropriate and sufficient federal funding, ATAAP may demand or terminate this agreement upon ten (10) days written notice to Contractor, such notice to be effective on the date of mailing by Registered Mail to the address provided in writing by the
Contractor and on file with ATAAP. In the event that Contractor cannot continue the project for reasons beyond its control, Contractor may request termination of this agreement upon written notice to ATAAP at least ten (10) days in advance of requested date of termination. Such notice shall be effective on the date of mailing by Registered Mail to ATAAP, 1100 Kansas Avenue, Suite E, Modesto, CA 95351. Contractor shall terminate the project only upon receipt of written notice of approval by ATAAP and in accordance with procedures and instructions set forth in said notice of approval.

ATAAP shall withhold funds for services rendered if the Contractor does not furnish ATAAP with proper expenditure reports in keeping with budget line items no later than the 20th working day of each month. Also, funds shall be withheld for insufficient documentation relating to inkind contribution as required by law.

7. Upon termination or expiration of this agreement Contractor shall return to ATAAP immediately, upon written demand, any unencumbered funds, unearned funds, or any equipment having a value of $500.00 or more, purchased with funds provided under this agreement with ATAAP.

8. Contractor shall, in all cases during the term of this agreement maintain complete records of all activities and expenditures hereunder in form and report to ATAAP, shall make all records pertaining to the project available for inspection or audit by ATAAP or the Federal government or the State at any time during normal business hours, and shall maintain and keep available all such records for a minimum of three years from the date of the notice of termination of State or Federal audit has occurred or (h) years after the date of such notice if such audit has not occurred. In the event of such exception, such records shall be
maintained and kept available until every exception has cleared to the satisfaction of ATAAP. Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures as may be required by ATAAP.

9. In the event any subcontractor is utilized by the Contractor for any portion of the project, Contractor, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 8 hereof. Specifications for any subcontract shall be approved by ATAAP in writing prior to award of that subcontract by Contractor.

10. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, ATAAP or the State of California.

11. The Contractor shall keep its full labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence of services and shall defend any suit alleging injury, wrong, or excessive cost of the services it provides and shall hold ATAAP, the State of California and Federal government harmless in such action. The Contractor is obligated to promptly inform ATAAP in writing of the existence of any such adverse situation.

12. Contractor shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. To facilitate its compliance to comply, Contractor shall continue to pay an amount of $1,000 per month (Cal OSHA regulations 29CFR 19011), which sum, when completed and paid by Contractor shall
attached hereto and incorporated herein by reference.

13. Contractor, within sixty (60) days after termination or after the ending date of this agreement as provided in paragraph 3, whichever is earlier, shall provide ATAAP with an audit which has been performed by a Licensed Accountant and which meets project audit standards specified by ATAAP. Where Contractor is a public entity, the audit required herein may be performed by the Contractor's Chief Auditor or equivalent officer.

14. Authorized ATAAP representatives, as well as State Representatives, shall have the right to evaluate Contractor's performance pursuant to this agreement on at least a quarterly basis, said evaluations to include but not be limited to audits, inspection of premises, and interviews of project staff and participants.

15. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and ATAAP.

The Contractor shall:

a. Procure and maintain worker's compensation insurance as prescribed by the laws of the State of California.

b. Procure and maintain comprehensive bodily injury and property damage liability insurance, including bodily injury and property damage caused by accident vehicles used in the Project's operation or operation. With limits of $2,000,000 for injury or death of one person in any one accident; $500,000 for injury of death of two or more persons in any one accident; and $1,000,000 for property damage in any one accident.

c. Furnish ATAAP, upon request, certificates of insurance to demonstrate that it has secured the required insurance.
d. The liability of Contractor is applicable to volunteers using their personal car for Information and Referral Center business, covering the extent of damage on the auto. Workers will be required to carry insurance personally for public liability ($15,000 - $30,000).

e. ATAAP shall provide that preference shall be given to persons age sixty or over for any paid staff positions (full-time or part-time) for which such persons qualify.

f. Contractor shall comply with all Federal, State and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. The Contractor shall further comply with all laws applicable to wages and hours of employment and occupational safety.

g. If Contractor is a county, city, district or other local public body, the contract must be accompanied by a certified copy of a resolution, order, motion or ordinance of the local governing body by law having the power to execute the proposed contract, authorizing execution by the officials signing the contract.

h. All equipment, materials, supplies, or property of any kind purchased with funds provided under terms of this agreement and not fully consumed in the work of the program, shall be property of ATAAP. All such property shall be purchased in accord with allocations detailed in the approved budget. (Notification of Grant Award). Contractor shall further, at the request of ATAAP, submit an inventory of equipment purchased under terms of this agreement, or any replacement equipment for the conduct of the program, no more frequently than annually and at the conclusion of the program or the termination of this agreement.

i.
disposition of such equipment shall be in accordance with instructions from ATAAP to be issued upon receipt of final inventory and request for disposition instructions.

16. As used through this agreement, the term, "shall", is mandatory; the term, "may", is permissive.

17. This agreement shall not be considered effective until signed by the duly authorized officers of ATAAP and the Contractor.

Signed this 2 day of August month, 1976.

[Signature]

Chairman, Board of Supervisors

ATAAP

P.O. Box 247

Mariposa, CA 95338

Address

Address
AGREEMENT

This agreement, made on _____ 3rd day of August ___, 1976, is by and between the COUNTY OF MARIPOSA, a political subdivision, hereinafter referred to as "County"; and RAY WINOWISKI doing business as Televideo Engineering Associates, hereinafter referred to as "Televideo".

In consideration of the covenants set forth herein, contractor and owner agree as follows:

1. DESCRIPTION OF WORK:

Televideo shall cut and remove nineteen (19) trees as set out on Exhibit "A" by x's will be trimmed to conform to the avigation easement entered into by the County of Mariposa and Mary Ann Northway and Ann S. Prinsen on May 25, 1976. All oak trees will be cut and split into fourteen (14) inch fireplace lengths and shall be stacked under the direction of Mary Ann Northway and Ann S. Prinsen in the vicinity of the residence located on said Exhibit "A". All stumps shall be ground down to ground level and be covered. All brush and trees not desired by Mary Ann Northway and Ann S. Prinsen shall be removed from the premises. The swimming pool shall be covered during the performance of the work.

2. TIME OF PERFORMANCE:

All work will be completed within thirty (30) days from the execution of this contract and performance shall start within 24 hours of the execution of this contract.
3. **CHANGES IN CONTRACT:**

   No additional work or work changes shall be done without prior written authorization of the County. Any such authorization must include the reasons for such changes and be approved and signed by both parties.

4. **CONTRACT PRICE:**

   The contract price, including any and all charges will be in the amount of Two Thousand Four Hundred Thirty-Five Dollars ($2,435.00). Said amount to be paid within five (5) days from completion of work.

5. **INSURANCE:**

   Televideo, prior to initiation of work, shall present evidence of insurance in the amount of $50,000. property damage, and $100,000. comprehensive public liability to the County. Further, Televideo hereby waives all claims in recourse against the County of Mariposa including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with, or incident to this agreement except claims arising from the concurrent or sole negligence of the County of Mariposa, it's officers, agents, and employees. Televideo shall indemnify, hold harmless, and defend the County of Mariposa, it's officers, agents, and employees against any and all claims, demands, damages, costs, expenses, arising out of this agreement except for liability arising out of the concurrent sole negligence of the County of Mariposa, it's officers, agents, or employees.
Agreement executed at Mariposa, California on the
date first above written.

COUNTY OF MARIPOSA:

By WILLIAM H. MOFFITT
WILLIAM H. MOFFITT, Chairman
Board of Supervisors

TELEVİDEO ENGINEERING ASSOCIATİPS:

By RAY WINOWISKI
RAY WINOWISKI
AGREEMENT BETWEEN ATAAP AND SERVICE PROVIDER

Contractor  Mariposa County Board of Supervisors

1. (a) This project, Mariposa Senior Assistance Project, no. 280085, shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, the program regulations and directives thereto, federal and state laws, and reporting requirements of ATAAP, and Project Grant Application, all of which are or may be operative during the term of this contract.

(b) In addition, this project shall be carried out consistent with the terms and conditions of the Project Grant Application to provide Capital Equipment as approved by ATAAP in making this award.

(c) In the event of conflict between the provisions set forth in subparagraph 1 (a) and the terms and conditions of the Project Grant Application, the provisions listed in paragraph 1(a) shall control.

(d) In the event of conflict between provisions of this agreement and of the Project Grant Application, the provisions of this agreement shall control.

(e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at ATAAP, 1100 Kansas, Suite E, Modesto, CA.
2. The approved Project Grant Application which is on file with ATAAP is hereby incorporated by reference and is made part of this agreement.

3. The term of this agreement is from June 16, 1976 to December 31, 1976, subject, however, to earlier termination as herein provided.

4. In consideration of the on-going performance of the above in a manner considered satisfactory to ATAAP, ATAAP shall pay Contractor a total amount not to exceed $1,196,46, which is derived solely from federal funds and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount, upon receipt and approval of Report of Expenditures and Request for Payment by ATAAP in quadruplicate (4) supported by a current monthly Program and Financial Report submitted in duplicate (2), and proper inkind documentation.

5. Contractor shall provide accurate accounting procedures whereby, Federal Title III project funds and the non-federal funds used to earn such funds must be accounted for separately in the contractor's accounting system and accounted for separately from other funds under the Contractor's control.

6. In the event that Contractor shall fail or refuse, in the opinion of ATAAP, to conduct said project in accordance with the terms hereof or in the event of withdrawal or denial of appropriate and sufficient federal funding, ATAAP may suspend or terminate this agreement upon ten (10) days written notice to Contractor, such notice to be effective on the date of mailing by Registered Mail to the address provided in writing by the
Contractor and on file with ATAAP. In the event that Contractor cannot continue the project for reasons beyond its control, Contractor may request termination of this agreement upon written notice to ATAAP at least ten (10) days in advance of requested date of termination. Such notice shall be effective on the date of mailing by Registered Mail to ATAAP, 1100 Kansas Avenue, Suite E, Modesto, CA 95351. Contractor shall terminate the project only upon receipt of written notice of approval by ATAAP and in accordance with procedures and instructions set forth in said notice of approval.

ATAAP shall withhold funds for monthly payment if the Contractor does not furnish ATAAP with proper expenditure reports in keeping with budget line items no later than the 5th working day of each month. Also, funds shall be withheld for insufficient documentation relating to inkind contribution as required by law.

7. Upon termination or expiration of this agreement Contractor shall return to ATAAP immediately, upon written demand, any unencumbered funds, unearned funds, or any equipment having a value of $100.00 or more, purchased with funds provided under this agreement with ATAAP.

8. Contractor shall at all times during the term of this agreement maintain complete records of its activities and expenditures hereunder in form satisfactory to ATAAP, shall make all records pertaining to the project available for inspection or audit by ATAAP or the Federal government or the State at any time during normal business hours, and shall maintain and keep available all such records for a minimum of three years from the date of the Notice of Record Retention if State or Federal audit has occurred or five years from the date of such notice if such audit has not occurred. In the event of audit exception, such records shall be
maintained and kept available until every exception has cleared to the satisfaction of ATAAP. Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures as may be required by ATAAP.

9. In the event any subcontractor is utilized by the Contractor for any portion of the project, Contractor, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 8 hereto. Specifications for any subcontract shall be approved by ATAAP in writing prior to award of that subcontract by Contractor.

10. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, ATAAP or the State of California.

11. The Contractor shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision of services and shall hold ATAAP, the State of California and Federal government harmless in such action. The Contractor is obligated to promptly inform ATAAP in writing of the incurrence of any such adverse situation.

12. Contractor shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. As indication of his intent to comply, Contractor shall complete and sign an Assurance of Compliance with such regulations (AoA-441), which form, when completed and signed by Contractor shall be
attached hereto and incorporated herein by reference.

13. Contractor, within sixty (60) days after termination or after the ending date of this agreement as provided in paragraph 3, whichever is earlier, shall provide ATAAP with an audit which has been performed by a Licensed Accountant and which meets project audit standards specified by ATAAP. Where Contractor is a public entity, the audit required herein may be performed by the Contractor's Chief Auditor or equivalent officer.

14. Authorized ATAAP representatives, as well as State Representatives, shall have the right to evaluate Contractor's performance pursuant to this agreement on at least a quarterly basis, said evaluations to include but not be limited to audits, inspection of premises, and interviews of project staff and participants.

15. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and ATAAP.

The Contractor shall:

a. Procure and maintain workmen's compensation insurance as prescribed by the laws of the State of California.

b. Procure and maintain comprehensive bodily injury and property damage liability insurance, including bodily injury and property damage caused by automotive vehicles used in the Project's service operations. With limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury of death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

c. Furnish ATAAP, upon request, certificates of insurance to demonstrate that it has procured the required insurance.
d. The liability of Contractor is applicable to volunteers using their personal car for Information and Referral Center business, covering the extent of damage on the auto. Workers will be required to carry insurance personally for public liability ($15,000 - $30,000).

e. ATAAP shall provide that preference shall be given to persons age sixty or over for any paid staff positions (full-time or part-time) for which such persons qualify.

f. Contractor shall comply with all Federal, State and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. The Contractor shall further comply with all laws applicable to wages and hours of employment and occupational safety.

g. If Contractor is a county, city, district or other local public body, the contract must be accompanied by a certified copy of a resolution, order, motion or ordinance of the local governing body by law having the power to execute the proposed contract, authorizing execution by the official signing of the contract.

h. All equipment, materials, supplies, or property of any kind purchased with funds provided under terms of this agreement and not fully consumed in the work of the program, shall be property of ATAAP. All such property shall be purchased in accord with allocations detailed in the approved budget. (Notification of Grant Award). Contractor shall further, at the request of ATAAP, submit an inventory of equipment purchased under terms of this agreement, or any predecessor agreement for the conduct of this program, no more frequently than annually and at the conclusion of this program or the termination of this agreement. Final
disposition of such equipment shall be in accordance with instructions from ATAAP to be issued upon receipt of final inventory and request for disposition instructions.

16. As used through this agreement, the term, "shall", is mandatory; the term, "may", is permissive.

17. This agreement shall not be considered effective until signed by the duly authorized officers of ATAAP and the Contractor.

Signed this ___ day of __________ month, 19__

__________________________
ATAAP

__________________________
Chairman, Board of Supervisors
CONTRACTOR

__________________________
P.O. Box 247

__________________________
Mariposa, CA 95338

__________________________
Address

__________________________
Address
BOARD OF SUPERVISORS

August 10, 1976

The Board of Supervisors of the County of Mariposa met this 10th day of August, 1976, with Supervisors Dalton, Clark, Long and Richardson present and Supervisor Moffitt absent. Supervisor Richardson, Chairman Pro Tem opened the meeting.

The minutes of the meeting of August 3, 1976, were approved as corrected. Do to a clerical omission, the following motion is to be added to those Board minutes: Public Hearing was held on the proposed ordinance amending Ord. 340, Airport Zoning. On motion of Long, seconded by Clark, Ord. 428 was presented with the vote to be held on August 10, 1976 at 3:30 p.m.

Peter Artero, Road Commissioner, discussed road matters. The Board authorized three employees of the Road Dept. to travel to Stockton on August 25, 1976, for a Right-of-Way workshop, on motion of Long, seconded by Clark.

On motion of Long, seconded by Dalton, Res. 76-82 was passed and adopted, amending Res. 76-68, creating a new position of Mechanic Trainee at Range 18, at the Road Dept.

John Pettine and Walt Curtis, CALTRANS, discussed the proposed six-year State Highway Construction plan with the Board.

Rich Begley, Parks & Rec. Director, discussed the purchase of a chlorinator for the Mariposa Park Swimming Pool. The Board is in favor of purchasing two chlorinators in the amount of $760 each for the Mariposa and Coulterville swimming pools, one to be purchased from the Maintenance budget and the other to be added to the Final Parks and Rec. Budget as a fixed asset item.

John Rotondo, Civil Defense Director, appeared regarding Civil Defense supplies. On motion of Clark, seconded by Dalton, John Rotondo, Civil Defense Director, was authorized to discard and update Civil Defense Supplies and to make an inventory of all supplies.

Tom Perkins, Calif. Division of Forestry, appeared regarding AB 2975. On motion of Clark, seconded by Long, the Board goes on record in opposition to AB 2975, which will reduce work week for Forestry Firefighters and increase cost to counties that contract with the Division of Forestry for fire protection. Ayes: Long, Clark, Richardson. Abstain: Dalton. Clerk directed to notify all Senate Finance Committee Members.

On motion of Clark, seconded by Long, the March 23, 1976 authorization for Chairman to sign Mutual Fire Protection Agreement with Calif. Division of Forestry is hereby rescinded and Chairman Pro Tem was authorized to sign an Amended Mutual Fire Protection Agreement with the Calif. Division of Forestry.

The Board met with Gene Bell, CSAC Labor Relations, in an Administrative Practices Session regarding a classification and pay study.

On motion of Long, seconded by Clark, the Board met as the Water Agency.

On motion of Long, seconded by Clark, Ord 429, Major-Minor Subdivision Ord., was presented with the vote to be held on August 17, 1976.

"Bud" Gresham, Mariposa-Yosemite Airport Manager, appeared regarding Mountain Flying Seminar. On motion of Long, seconded...
by Dalton, the Board endorses the Federal Aviation Administration's plan to conduct a Mountain Flying Seminar in Mariposa on October 2, 1976.

On motion of Long, seconded by Clark, upon the recommendation of the department heads, the following step raises were granted: Florence Seeley, Account Clerk, range 17, step E, effective September 1, 1976; Phyllis M. Stewart, Account Clerk II, range 15, step C, effective September 1, 1976.

On motion of Dalton, seconded by Long, Tax Cancellation Nos. 76-14 and 76-15 Unsecured and 76-24 through 76-36 Secured were approved.

Res. 76-83 was passed and adopted, recommending that the next available vacancy on the California State Commission of Aging be filled by a representative from Area 11, on motion of Clark, seconded by Dalton.

On motion of Long, seconded by Clark, Ord. 428, Airport Zoning Ordinance, was passed and adopted, having been previously presented.

On motion of Long, seconded by Clark, Ord. 430, Mobilehome Exclusion Overlay Ordinance, was presented with the vote to be held on August 17, 1976.

Chairman Pro Tem appointed Supervisor Long and Supervisor Dalton to a Supervisors' Cemetery Committee to review those recommendations made by the Chairman of the Cemetery Committee at its meeting of February 17, 1976.

The resignation of John Fiske, member of ATAAP Advisory Board, was accepted with regret. Myron Jaenecke was appointed to the ATAAP Advisory Board to replace Mr. John Fiske, on motion of Dalton, seconded by Clark.

On motion of Dalton, seconded by Long, a Public Hearing for the adoption of the Environmental Impact Report of Coulterville County Service Area #1 was set for Wednesday, September 15, 1976, at 8:00 p.m. in the Coulterville Community Center.

On motion of Long, seconded by Clark, Supervisor Richardson was authorized to buy fencing material to build Cold Spring's project fence.

There being no further business, the Board adjourned to meet again on Monday, August 16, 1976 at 10:30 a.m. for an Administrative Practices Session with the Planning Commission.

TOM R. RICHARDSON, Chairman Pro Tem
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
Ex-officio Clerk of the Board
AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT entered into this ______ day of __________________, 1976, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as Madera County and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as Mariposa County.

WITNESSETH:

WHEREAS, it is the opinion of the governing bodies of each of the parties hereto that a contract should be entered into by and between the parties hereto, wherein each would render aid to the other under such circumstances wherein either of the parties are faced with an emergency caused by fire or fires of such magnitude that it cannot be readily controlled by the forces of the party in which it is located and wherein the other party has available forces which can be used in aid of controlling said fire.

SECTION 1:

In consideration of the mutual promises and covenants to be observed, kept and performed by the respective parties hereto, it is agreed as follows:

1. That the County of Madera's Ahwahnee Volunteer Fire Company, Cedar Valley Fire Company and the Yosemite Mt. Fire Company may provide fire trucks and volunteers for the protection of areas covered by the Fish Camp Volunteer Fire Company and Ponderosa Basin Volunteer Company of the County of Mariposa.
2. That the County of Mariposa's Fish Camp Volunteer Fire Company and the Ponderosa Basin Volunteer Fire Company may provide fire trucks and volunteers for the protection of areas covered by the Ahwahnee Volunteer Fire Company and the Yosemite Mt. Volunteer Fire Company of the County of Madera.

3. That the fighting of any fire within such areas of Mariposa County by Madera County Volunteer Fire Companies and volunteers; and that the fighting of any fire within such areas of Madera County by Mariposa County Volunteer Fire Companies and volunteers shall be within the scope of their authority and the parties hereto intend that public liability and property damage insurance benefits and Fireman's Compensation Insurance to which such fire-fighting equipment and firemen are entitled shall be applicable under the terms of this agreement pursuant to Section 55634 of the Government Code, State of California.

4. That said agreement shall commence upon the effective date of this contract and continue to the ________ day of ____________, 197___, and thereafter shall commence annually on the ________ day of ________ 19___.

SECTIO N 2:
It is expressly understood and agreed that fire protection personnel and equipment referred to herein shall not be required to respond under this agreement in the event of conflicting or
simultaneous needs for such equipment exist within the area
normally serviced by Madera County.

SECTION 3:
This agreement may be terminated by either party by the giving
of a thirty-day written notice.

COUNTY OF MARIPOSA

By WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

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COUNTY OF MADERA

By Chairman, Board of Supervisors

ATTEST:

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AGREEMENT FOR FIRE PROTECTION

THIS AGREEMENT entered into this _______ day of ________,
_______, by and between the COUNTY OF MADERA, a political
subdivision of the State of California, hereinafter referred to
as Madera County and the COUNTY OF MARIPOSA, a political subdivision
of the State of California, hereinafter referred to as Mariposa
County.

WITNESSETH

WHEREAS, it is the opinion of the governing bodies of each
of the parties hereto that a contract should be entered into by
and between the parties hereto, wherein each would render aid to
the other under such circumstances wherein either of the parties
are faced with an emergency caused by fire or fires of such
magnitude that it cannot be readily controlled by the forces of
the party in which it is located and wherein the other party has
available forces which can be used in aid of controlling said fire.

SECTION 1:

In consideration of the mutual promises and covenants to be
observed, kept and performed by the respective parties hereto, it
is agreed as follows:

1. That the County of Madera's Cedar Valley Volunteer
   Fire Company and the Ahwahnee Volunteer Fire Company
   may provide fire trucks and volunteers for the
   protection of areas covered by the Fish Camp Volunteer
   Fire Company and Ponderosa Basin Volunteer Fire
   Company of the County of Mariposa.
2. That the Fish Camp Volunteer Fire Company and the Ponderosa Basin Volunteer Fire Company may provide fire trucks and volunteers for the protection of areas covered by the County of Madera's Cedar Valley Volunteer Fire Company and the Ahwahnee Volunteer Fire Company.

3. That the fighting of any fire within such areas of Mariposa County by Madera County Volunteer Fire Companies and volunteers; and that the fighting of any fire within such areas of Madera County by Mariposa County Volunteer Fire Companies and volunteers shall be within the scope of their authority and the parties hereto intend that public liability and property damage insurance benefits and Fireman's Compensation Insurance to which such fire-fighting equipment and firemen are entitled shall be applicable under the terms of this agreement pursuant to Section 55634 of the Government Code, State of California.

4. That said agreement shall commence upon the effective date of this contract and continue to the _________ day of ____________, 19____ and thereafter shall commence annually on the _________ day of _________, 19____.

SECTION 2:
It is expressly understood and agreed that fire protection personnel and equipment referred to herein shall not be required to respond under this agreement in the event conflicting or
simultaneous needs for such equipment exist within the area
normally serviced by Madera County.

SECTION 3:

This agreement may be terminated by either party by the giving of
a thirty-day written notice.

COUNTY OF MARIPOSA

By [Signature]
Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

COUNTY OF MADERA

By [Signature]
Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors
The Board of Supervisors of the County of Mariposa met in a continued session this 16th day of August, 1976, with all members present. A joint Administrative Practices Session was held with Planning Commissioners Bagwell, Tune, Jacobs, Kelley, Fuller and Tom Skinner of MCAG present in the morning to discuss the County Master Plan Up-Date.

Discussion was held regarding county ordinance violations and Conflict of Interest Codes in the afternoon.

There being no further business, the Board adjourned to meet again in regular session, Tuesday, August 17, 1976 at 10:00 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex-officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 17th day of August, 1976 with all members present.

The minutes of the meeting of August 10, 1976 were approved as mailed.

The following claims were approved as presented:

Road Fund $115,144.79
Rec. & Parks Fund 8,704.54
Yosemite West Maint. Dist. 364.57
Co. Serv. Area 1-M (Mariposa Pines) 144.08
Co. Serv. Area 1-M (Lake Don Pedro) 77.12
Lake Don Pedro Sewer Zone 112.61
Contingent Fund 11,398.88
SAP Fund 300.55
Fed. Admin. Fund 556.30
Law Library 76.85
Mariposa Lighting Dist. 862.80
Coulterville Lighting Dist. 96.98
Hornitos Lighting Dist. 56.15
Summer Youth Fund 199.07
Revenue Sharing Oper. Airport 270.16
W.A. Fund 82.94
General Fund 146,476.32

On motion of Long, seconded by Clark, the Board authorized the Road Dept. to send two people to an auction on August 19, 1976 in San Leandro.

Barry McDonald appeared and discussed the condemnation of a portion of his property on Chowchilla Mtn Rd. On motion of Richardson, seconded by Clark, the County will build a fence contingent upon the execution of a written agreement between the County and the McDonalds to convey said property at the price offered.

Supervisor Moffitt was excused from the Board meeting of August 24, 1976 due to a commitment out of county. Supervisor Clark was excused from the Board meeting of September 7, 1976 to attend a Postmaster’s convention in Phoenix.

The Board set a joint meeting with the Planning Commission for Monday, August 23, 1976 at 10:30 a.m. to discuss County Master Plan Up-Date.

Discussion was held regarding budgeting for a 20 hour-a-week position in the Parks and Recreation Dept. for janitorial work at the Golden Stag Hall in Hornitos and McCay Hall in Cathey’s Valley. This position was previously funded by Manpower. The addition to the budget was denied after the following roll of the Board. Ayes: Dalton, Long, Clark. Noes: Moffitt, Richardson.

Res. 76-84 was passed and adopted, approving the Mariposa County budget for fiscal year 1976-77 as published with additions and deletions., on motion of Richardson, seconded by Clark.

Leonard Gabrielson, Maintenance Supervisor, appeared regarding stripping and sanding the front of the Courthouse. On motion of Long, seconded by Clark, the proposal from Angus Bullis for stripping and sanding the front of the Courthouse in the amount of $550 was accepted.

Res. 76-85 was passed and adopted on motion of Richardson, seconded by Long, condolence to the family of Dan Kleiman.

On motion of Long, seconded by Richardson, Res. 76-86 was passed and adopted, condolence to the family of Mary Scott.
On motion of Long, seconded by Clark, in calculating the County Tax Rates for fiscal year 1976-77, a delinquency allowance of the secured role of 10% will be allowed.

Glen Power, Veteran's Service Officer and Barbara Flarida, Assistant Veteran's Service Officer - Clerk were granted the following travel requests on motion of Richardson, seconded by Clark: to Sacramento on August 24, 1976 to attend training session with Calif. Dept. of Veteran Affairs; Merced, August 17, 1976 to attend training session at Merced County Veteran's Service Office, nunc pro tunc; and Merced, August 10, 1976, to attend training session at Merced County Veteran's Service Office, nunc pro tunc.

On motion of Richardson, seconded by Clark, Res. 76-87 was passed and adopted, Amending the Board of Supervisor's Conflict of Interest Code.

The vote to be held this date on the proposed Ord. 430, Mobilehome Exclusion Overlay Dist. Ordinance, will be held on August 24, 1976, as an addition was made to the ordinance with the approval of the maker and the second of the motion to present.

On motion of Richardson, seconded by Long, the following step raises were granted: Larry Vastbinder, Road Dept., range 20, step C and Etta Horton, Road Dept., range 17, step D, both effective September 1, 1976.

On motion of Long, seconded by Clark, the Board authorized the Mariposa County Fair Board to use the Parks and Recreation bus as a shuttle bus between several locations in town and the fairgrounds during the September 3-6 Mariposa County Fair.

On motion of Clark, seconded by Richardson, the following Tax Cancellations were granted: No. 76-37 through 76-47 Secured, and No. 76-16 and 76-17 Unsecured.

On motion of Richardson, seconded by Long, County Counsel was authorized to negotiate with the Wipflers for a 1-year grazing lease of the Lake Don Pedro Dump Site property at $5 per acre.

The vote to be held this date on the proposed Ord. 429, Major-Minor Subdivision Ord., will be held on August 24, 1976, because of a change approve by the maker and second of the motion to present.

On motion of Dalton, seconded by Richardson, the Board goes on record in opposition to SB 42, which affects the internal works of the criminal justice system. Clerk directed to so notify all members of the Assembly Ways and Means Committee, Judge Bruce F. Allen and Governor Brown.

On motion of Long, seconded by Clark, the Board set the minimum lot size in major subdivisions in the proposed Major-Minor Subdivision Ord. 429 at 10,000 square feet.

On motion of Dalton, seconded by Long, County Counsel was directed to proceed with a request to seek disaster relief through the Governor's office.

There being no further business the Board adjourned to meet in a joint session with the Planning Commission to discuss the County Master Plan Up-Date on Monday, August 23, 1976 at 10:30 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
ex-officio Clerk of the Board

ATTEST:
The Board of Supervisors of the County of Mariposa met this 23rd day of August, 1976, in an adjourned session, with all members present.

Barbara Saye, Auditor-Recorder, discussed matters relating to the tax rates for fiscal year '76-'77.

On motion of Richardson, seconded by Long, the Board met in executive session on a legal matter and reconvened in regular session.

Discussion regarding the Master Plan Up-Date was held with Planning Commissioners Bruce Jacobs, Kathleen Bagwell, Joan Tune and Richard Kelley. Tom Skinner and Bill Snyder of MCAG were also present for the discussion.

On motion of Richardson, seconded by Clark, Res. 76-88, was passed and adopted, amending Res. 76-84 adoption of the Budget for fiscal year '76-'77.

Bruce Jacobs, Planning Commission Chairman, discussed the necessity of having funds available for miscellaneous expenses and postage. On motion of Clark, seconded by Dalton, Res. 76-89, was passed and adopted, establishing a revolving fund of $50.00 for the use of the Planning Commission.

Planning Commissioner Forrest Fuller present for the afternoon session regarding Master Plan Up-Date.

The Board of Supervisors and the Planning Commission will continue discussion of the proposed Master Plan, Wednesday, September 8th, 1976 at 10:00 a.m.

There being no further business the Board of Supervisors adjourned to meet again in regular session, Tuesday, August 24, 1976 at 10:00 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
Board of Supervisors of the County of Mariposa met this 24th day of August, 1976 with Supervisors Clark, Dalton, Long, and Richardson, present. Supervisor Moffitt had previously excused.

The Board minutes of August 16th and 17th, were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters. On motion of Long, seconded by Clark, Res. 76-90, was passed and adopted, Transfers by Object. On motion of Clark, seconded by Long, Transfers by Cost Center approved. Res. 76-91, was passed and adopted, regarding Federal Aid Secondary apportionment and apportionment of matching State Highway Funds, on motion of Long, seconded by Clark.

On motion of Clark, seconded by Long, the following travel requests were granted: 2 people from Road Dept., Auction, Hayward, 9/9/76; Leisha Walker, Co. Counsel's Sect'y, Merced Law Library, dates not specified; John Rotondo, Project Adm. CETA & member of Affirmative Action Board, CSAC Affirmative Action meeting, Oakland, 9/7-8/76; Glen Power Adm. Senior Assist., ATAAP meeting with Calif. Dept. of Aging, 9/2/76; Lois Lewis, Welfare Dir., Review of Welfare Laws, Fresno, 9/1/76; Joan Tune & Kathleen Bagwell, Planning Commissioner, Environmental Impact Assessment Seminar, Santa Cruz, 10/1-2/76; and John Thomson, Sanitarian, Air Pollution Control meeting, Stockton, 9/15/76.

The time being 10:30 a.m., bids were opened for used equipment at Road Dept. On motion of Dalton, seconded by Clark, all bids were rejected and the Road Commissioner was authorized to negotiate for sale of surplus equipment at the best price.

On motion of Long, seconded by Clark, Res. 76-92, was passed and adopted, setting the tax rates in Mariposa County for fiscal year '76-'77, as follows:

\[ \text{BOARD OF SUPERVISORS - COUNTY OF MARIPOSA} \]

\[ \text{Resolution 76 - 92} \]

BE IT RESOLVED, that the tax rates in Mariposa County for the fiscal year 1976-77 be adopted in compliance with the provisions of Sections 29100-29106 inclusive of the Government Code as follows:

- **General County Funds:**
  - General: .80
  - Road: .34
  - Welfare: .33
  - Recreation & Parks: .17

  Total-General County rate: 1.64

- **District Funds:**
  - Mariposa Co. Unified School District:
    - General Purpose: 3.39
    - Building Purpose: .61
    - Unified District Bond Redemption: .03
    - Junior College Tuition: .35
    - J. C. Fremont Hospital District: .20

  Total-County wide tax rate: 6.22

  - Coulterville Lighting District: .42
  - Hornitos Lighting District: .43
Mariposa Lighting District .15
Yosemite West Maintenance District 3.18
Don Pedro Unit 1M Co. Service Area .00
Mariposa Pines Com. Service Area 2.45
Don Pedro Sewer Zone 4.16
Yosemite Alpine Village .75
Mariposa Public Utility District 1.00

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS of the County of Mariposa this 24th day of August, 1976 by the following vote:

AYES: Clark, Dalton, Long, Richardson
NOES: None
ABSENT: Moffitt
NOT VOTING: None

S/ TOM R. RICHARDSON
Pro Tem Chairman, Board of Supervisors
Mariposa County

ATTEST:

S/ ELLEN BRONSON
County Clerk and ex-officio
Clerk of the Board of Supervisors

On motion of Dalton, seconded by Clark, the Auditor was directed to draw a warrant to Televideo Engineering Assoc. in the amount of $2,435, for removal of trees in the Mariposa-Yosemite Airport flight path, pursuant to agreement dated August 3, 1976.

Lou Bittner appeared regarding naming of a new road which adjoins Yaqui Gulch Road. Pursuant to the Board's policy the name of Guadalupe Creek Road is approved.

On motion of Dalton, seconded by Clark, Tax Cancellations Nos. 76-18 through 76-21, Unsecured and Nos. 76-48 and 76-49, Secured, were approved.

Res. 76-93, was passed and adopted, authorizing Paul E. Paige, Sheriff, to enter into and sign an agreement with the State Personnel Board for performing examining services for the Sheriff's Dept. on motion of Long, seconded by Dalton.

On motion of Dalton, seconded by Clark, the County Counsel was directed to sign Preliminary Design Authorization with CH2M Hill relative to Coulterville Wastewater Project.

On motion of Clark, seconded by Dalton, Res. 76-94, was passed and adopted, authorizing the Chairman to sign Easement Agreement with P. G. & E. regarding right of way transmittal at County Sanitary Landfill site.

On motion of Clark, seconded by Dalton, Fredrika Strandfeldt, Welfare Dept., received the following range and step increase upon recommendation of Department head: From Range 14, Step C to Range 16, Step B, effective September 1, 1976.

On motion of Clark, seconded by Dalton, the Board opposes AB3660 (Wilson) which extends polling place hours from 6 a.m. to 9 p.m. The Clerk was directed to write to all members of the Senate Finance Committee stating the Board's opposition.

The Board acting as the Local Transportation Commission passed and adopted Res. 76-2, authorizing the Chairman to negotiate and execute a grant application to the State regarding claim for subvention monies, on motion of Clark, seconded by Dalton.

Dolores Jacobs, Chairman of the Mental Health Advisory Board, presented an Annual Report letter to the Board and discussed the resignations from the Advisory Board of Lillian Rushton and Lilburn Schatz. On motion of Clark,
seconded by Dalton, the Board accepted the resignations and appointed Mr. Victor Duerksen, Hospital Adm., and Ms. Judy Van Winkle, Psychologist. Terms of office effective August 20, 1976 and expire 5/26/78, for Mr. Duerksen and 3/10/77, for Ms. Van Winkle.

On motion of Long, seconded by Clark, the late claim against the County of Sally Diane St. Onge presented by Law Offices of Linneman, Burgess, Telles & Van Atta is referred to Law Offices of Chinello, Chinello, Maddy & Shelton.

Ordinance No. 429, Major-Minor Subdivision Ord., was passed and adopted having been previously presented, on motion of Long, seconded by Clark.

Everet Gale, Parks Manager MID, presented Boating Safety and Enforcement program Agreement. On motion of Dalton, seconded by Clark, Chairman was authorized to sign.

Supervisor Moffitt present for the remainder of the meeting.

Ordinance No. 430, Mobile Home Ord., was discussed. There was an addition to the ordinance stating that occasional overnight use would not be considered prohibited. A poll of the Board was taken and it was the majority ruling that the change was not substantiate, only explanatory, and therefore, the ordinance could be voted on. Ord. 429, was passed and adopted, on motion of Long, seconded by Clark. Ayes: Clark, Long, Moffitt, Richardson. No: Dalton

John Rotondo, reported that the Mariposa County Fair Booth at Cal Expo won first prize.

Mrs. Dorothy Gibson, Librarian, discussed the need for permanent part-time help at the library. The Board stated that if Manpower funding should run out that the half day position of page would be established by the County.

John Rotondo, Project Administrator, CETA Manpower Programs, discussed difficulties encountered in meeting the payroll. Res. No. 76-95, was passed and adopted, pursuant to Gov. Code 29320 et seq, establishing a revolving fund for C.E.T.A. Federal Manpower Programs not to exceed $15,000, on motion of Richardson, seconded by Dalton.

On motion of Richardson, seconded by Clark, the County is to send a delegate to the NACO sponsored rally on Sept. 9, 1976, in Washington, D. C., for enactment of Payments-in-lieu of taxes legislation.

On motion of Dalton, seconded by Long, Supervisor Dalton is authorized to write a letter to the Dept. of Transportation regarding County reassurance signs.

There being no further business the Board adjourned to meet again in regular session, Tuesday, September 7, 1976, at 10:00 a.m.

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 7th day of September, 1976, with Supervisors Dalton, Long, Moffitt and Richardson, present. Supervisor Clark was previously excused.

The Board minutes of August 23rd & 24th, 1976, were approved as mailed.

Leonard Gabrielson, Maintenance Supervisor, discussed closing gates to Courthouse grounds during parade assembly and treatment of Cedar trees.

Harry Stewart discussed transmittal of application to register the Courthouse as a National Historical Site. Clerk directed to contact Thomas Coakley, Chairman of the Historical Sites Preservation Committee, regarding letter of transmittal in conjunction with the Historical Society.

Res. 76-96, was passed and adopted, recommending status of Area Agency on Aging - Area 11 (ATAAP), on motion of Dalton, seconded by Richardson.

Ordinance No. 431, regarding fines - infractions, was read.

On motion of Long, seconded by Dalton, Chairman authorized to sign the Cooperative Agreement to Provide Fire Protection Services for Local Agencies between the State of California acting through its Dept. of Conservation and the State Forester and the County.

Chairman directed the County Counsel to contact the Planning Commission and the Law Offices of Allen, Van Winkle & Ivey regarding the appeal of the Planning Commission denial of application #35 (Shaughnessy).

Jim Sear, Mariposa County Telephone Co., Inc. representative, presented grant easement enabling the telephone company to bury cable to serve the new P. G. & E. sub-station at the Mariposa County Sanitary Landfill Site. On motion of Long, seconded by Richardson, the Chairman was authorized to sign the easement agreement.

Herbert R. Davis, Jr. discussed possible funding methods for the lighting system at the Mariposa-Yosemite Airport.

Joe Silva discussed waiver of subdivision moratorium for 11 parcels of 20 acres or more, along Allred road. The matter was continued to Sept. 14, 1976.

Mrs. Florence Burrell appeared before the Board and presented a petition regarding naming of a new road on the Robert Fiske property. Pursuant to the Board's policy the name of Cerro Sierra Drive is approved and the Clerk directed to notify Eldon Bartholomew of the name, on motion of Dalton, seconded by Long.

On motion of Richardson, seconded by Dalton, Tax Cancellations Nos. 76-23 through 76-27, Unsecured, and Nos. 76-50 through 76-58, Secured, were approved.

On motion of Long, seconded by Richardson, the actions of August 24, 1976, Res. 76-94, authorizing Chairman to sign Easement Agreement and Agreement with P. G. & E. regarding right of way transmittal at the County Sanitary Landfill site, were rescinded. On motion of Long, seconded by Richardson, Res. 76-97, was passed and adopted, authorizing Chairman to sign Easement Agreement, as corrected, with P. G. & E.

On motion of Richardson, seconded by Long, the Sheriff is authorized to advertise for bids on the 1973 Dodge. Bids to be opened Sept. 21, 1976 at 10:30 a.m.

On motion of Long, seconded by Richardson, Auditor directed to draw warrant to Postmaster, in the amount of $698.50, for 5,000 envelopes for the Treasurer-Tax Collector.
On motion of Dalton, seconded by Richardson, the following step raises were approved on recommendation of department head: Roderic Sinclair, Dep. Sheriff, to Step E, Rg. 26, eff. 9/13/76; David A. Nicholson, Ch. Jailer, to Step B, Rg. 24, eff. 9/15/76; Walter Butler, Jailer, to Step C, Rg. 22, eff. 9/1/76; Linda Sue Perez, Phyllis Heine, & Jean Joy Ellis, Clerk Dispatcher, to Step B, Rg. 15, eff. 10/1/76.

On motion of Richardson, seconded by Long, the following travel requests were approved: Charles Hand, Deputy Probation Officer, Family Counseling Workshop, 9/28-30/76, Sacramento; John Anderson, Farm Advisor, Adm. Conf., 9/14-16/76, Davis; Arlin Baldwin & Carol Langley, Welfare Dept., Title 20 Workshop, 9/13 -14/76, Fresno; Lois Lewis, Welfare Director & Cecilia Wray, NWDA Comm. meetings & Directors meeting, Sacramento, 9/15-16/76; Frank Lemelin, LAFCO member and Tom Skinner, MCAG-representing Mariposa County, CALAFCO Conf., 9/22-24/76, San Diego.

On motion of Dalton, seconded by Long, Res. 76-98, appropriation of $100 to LAFCO memberships budget, was passed and adopted.

On motion of Long, seconded by Richardson, the Auditor was directed to draw warrant to California Association of LAFCOS in the amount of $150 to pay CALAFCO Membership and Dues for fiscal 1976-'77.

The application for Certificate of Public Convenience and Necessity of Gregory A. Smith, for septic tank pumping was read and the public hearing was set for Sept. 21, 1976 at 11:00 a.m.

Ord. 432, was passed and adopted, Interim Emergency Zoning Ord. regarding the Hunters Valley area, on motion of Long, seconded by Richardson.

The Board of Supervisors adjourned to meet with the Planning Commission regarding the Master Plan Up-Date and miscellaneous Board matters, Sept. 8th, 1976 at 10:00 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION SERVICES
FOR LOCAL AGENCIES

Fiscal Year 1976-77  Local Agency Mariposa

This agreement, made and entered into this 1st day of July, 1976, by and between the State of California acting through its Department of Conservation and the State Forester hereinafter called State and Mariposa County, a local agency existing under the laws of the State of California, through its duly authorized officers, hereinafter called local agency, whereby it is agreed as follows:

A. The State, through the State Forester, will select and employ a State Forest Officer to represent both parties during the period of this agreement and that officer so selected shall under the supervision and direction of the State Forester and his lawful representative, have charge of the work of fire prevention, information, education, enforcement, and suppression within the boundaries of the local agency, including structures, except upon those lands wherein other agencies of government have responsibility for fire prevention and suppression.

B. The State shall assume no responsibility for fire prevention or suppression on lands under the jurisdiction of the United States, except under such conditions as may be separately agreed upon by the State; or lands within the corporate limits of cities, except under such conditions as may be separately agreed upon by the State and such cities, or the State and local agency.
A. THE LOCAL AGENCY ASSERTS AND REPRESENTS THAT ITS GOVERNING BODY HAS LAWFULLY APPROPRIATED A SUM OF MONEY FOR THE SAID FIRE PREVENTION AND SUPPRESSION WORK WITHIN SAID LOCAL AGENCY FOR THE PERIOD FROM JULY 1 TO JUNE 30 OF THE FISCAL YEAR INDICATED ABOVE AND THAT THE SUM OF $4,216.00 SO APPROPRIATED IS BUDGETED FOR EXPENDITURES AS SET FORTH IN THE ATTACHED SCHEDULE A, A PART OF THIS AGREEMENT. THE STATE SHALL MAKE A CLAIM, FOR THE COST OF THE SERVICES TO BE RENDERED DURING EACH OF THE FOLLOWING PERIODS:
(1) JULY 1 THROUGH DECEMBER 31; (2) JANUARY 1 THROUGH MARCH 31; AND
(3) APRIL 1 THROUGH JUNE 30; THE CLAIM FOR THE PERIOD (1) JULY 1, THROUGH DECEMBER 31 SHALL BE SUBMITTED BY STATE FOR ACTUAL EXPENSES TO LOCAL AGENCY NO EARLIER THAN JANUARY 1. THE CLAIM FOR THE PERIOD (2) JANUARY 1 THROUGH MARCH 31, SHALL BE SUBMITTED BY STATE FOR ACTUAL EXPENSES TO LOCAL AGENCY NO EARLIER THAN APRIL 1, AND THE CLAIM FOR THE PERIOD (3) APRIL 1 THROUGH JUNE 30, SHALL BE SUBMITTED BY STATE, IN ADVANCE FOR ESTIMATED COSTS TO LOCAL AGENCY NO EARLIER THAN APRIL 1, AND LOCAL AGENCY SHALL PAY EACH CLAIM WITHIN THIRTY DAYS AFTER RECEIPT THEREOF. A FINAL CLAIM WILL BE MADE BY STATE FOR ACTUAL SERVICES RENDERED BY STATE COVERING THE PERIOD (3) APRIL 1 THROUGH JUNE 30, GIVING CREDIT FOR ADVANCE PAYMENT PREVIOUSLY RECEIVED BY STATE FROM LOCAL AGENCY. IF THE ADVANCE PAYMENT RECEIVED BY STATE FROM LOCAL AGENCY FOR THE ESTIMATED COSTS EXCEEDS THE ACTUAL CLAIM FOR THE PERIOD (3) APRIL 1 THROUGH JUNE 30, A REFUND WILL BE MADE BY STATE AND ACCOMPANY THE FINAL CLAIM. THE STATE WILL BE ALLOWED REASONABLE FLEXIBILITY IN THE ASSIGNMENT OF AVAILABLE PERSONNEL AND EQUIPMENT IN ORDER TO PROVIDE THE FIRE PREVENTION AND SUPPRESSION SERVICE AS AGREED UPON HEREIN. ANY COST TO THE LOCAL AGENCY FOR SUCH SERVICE SHALL NOT EXCEED THE TOTAL BUDGETED COST SET FORTH IN SCHEDULE A.
B. ANY CHANGE OF THE SALARIES OR EXPENSES SET FORTH IN SAID SCHEDULE A MADE NECESSARY BY ACTION OF THE LEGISLATURE OR STATE PERSONNEL BOARD SHALL BE PAID FROM THE FUNDS REPRESENTED THEREIN OR AS SAID SCHEDULE IS AMENDED. THERE SHALL BE NO OBLIGATION ON THE PART OF THE LOCAL AGENCY TO EXPEND OR APPROPRIATE ANY SUM IN EXCESS OF THE COMBINED TOTALS OF SCHEDULES A (FROM PARAGRAPH II) AND C AS PROVIDED IN PARAGRAPH IV WHICH EXCEEDS THE APPROPRIATIONS OF THE LOCAL AGENCY FOR THE PURPOSES OF THIS AGREEMENT. IF, WITHIN 30 DAYS AFTER NOTICE IN WRITING FROM THE STATE TO THE LOCAL AGENCY THAT THE ACTUAL COST OF MAINTAINING THE SERVICES SPECIFIED IN SCHEDULE A AS A RESULT OF LEGISLATIVE OR STATE PERSONNEL BOARD ACTION WILL EXCEED THE TOTAL AMOUNT SPECIFIED THEREIN AND THE LOCAL AGENCY HAS FAILED OR REFUSES TO MAKE AVAILABLE THE NECESSARY ADDITIONAL FUNDS, THE STATE SHALL HAVE THE RIGHT TO REDUCE SAID SERVICES BY A LIKE AMOUNT AND SHALL PROMPTLY NOTIFY THE LOCAL AGENCY SPECIFYING THE SERVICES TO BE REDUCED. IF LOCAL AGENCY DESIRES TO ADD FUNDS TO THE TOTAL INCLUDED HEREIN TO COVER THE COST OF INCREASED SALARIES OR SERVICES, SUCH INCREASE SHALL BE ACCOMPLISHED BY AN AMENDMENT TO THIS AGREEMENT APPROVED BY THE PARTIES HERETO.

C. ALL CLAIMS AGAINST THE AFORESAID APPROPRIATIONS AS ABOVE STATED AND SET FORTH IN SCHEDULE A, SHALL BE PRESENTED AND FILED WITH THE LOCAL AGENCY AS DIRECTED BY THE LOCAL AGENCY. NO SUCH CLAIM AGAINST SAID APPROPRIATION SHALL BE ALLOWED OR PAID UNTIL THE SAME HAS BEEN DULY APPROVED BY THE STATE FORESTER OR HIS LAWFULLY DESIGNATED REPRESENTATIVE.

THE STATE FORESTER THROUGH AUTHORITY VESTED IN HIM BY THE PROVISIONS OF THE PUBLIC RESOURCES CODE, STATE OF CALIFORNIA, DIVISION 4, PART 2, CHAPTER 1, ARTICLE 4, SECTION 4142, AND ANY AND ALL OTHER PROVISIONS
OF LAW, ON BEHALF OF THE STATE AGREES TO PAY FROM ANY STATE FUNDS APPROPRIATED AND AVAILABLE FOR THE PREVENTION AND SUPPRESSION OF FIRE:

A. SUCH SUMS AS MAY BE NECESSARY TO PROVIDE AND MAINTAIN AN ORGANIZATION FOR FIRE PREVENTION AND SUPPRESSION ON THE STATE RESPONSIBILITY LANDS WITHIN THE BOUNDARIES OF THE LOCAL AGENCY ESTIMATED AT $2,000,000.00. THE ESSENTIAL ELEMENTS OF SUCH ORGANIZATION ARE SET FORTH AND MARKED SCHEDULE B, AND MADE A PART HEREOF. THE ABOVE SAID ORGANIZATION SHALL BE MAINTAINED AT STATE EXPENSE WITHIN THE AVAILABILITY OF PERSONNEL AND APPROPRIATIONS.

B. ANY OTHER SUMS REQUIRED FOR EXPENSES LAWFULLY INCURRED BY THE STATE DURING SAID PERIOD FOR THE PREVENTION AND SUPPRESSION OF FIRE BURNING ON OR IMMEDIATELY THREATENING THE STATE RESPONSIBILITY LANDS WITHIN THE LOCAL AGENCY.

IV

ANY OTHER FUNDS APPROPRIATED BY THE LOCAL AGENCY WHICH ARE TO BE EXPENDED UNDER THE SUPERVISION OR FOR THE USE OF A STATE FOREST OFFICER FOR FIRE PREVENTION AND SUPPRESSION DURING THE TERM OF THIS AGREEMENT SHALL BE SET OUT IN THIS AGREEMENT AND MARKED SCHEDULE C. THIS CLAUSE SHALL NOT LIMIT THE RIGHT OF THE LOCAL AGENCY TO MAKE ADDITIONAL EXPENDITURES WHETHER UNDER SCHEDULE C OR OTHERWISE. ANY ADDITIONAL EXPENDITURES MADE BY THE LOCAL AGENCY SHALL NOT BE MADE FOR THE PURPOSES OF AUGMENTING SALARIES OF STATE EMPLOYEES, OR TO IMPROVE UPON WORKING CONDITIONS FOR SUCH STATE EMPLOYEES NOT MUTUALLY AGREED UPON. THE STATE MAY AUDIT ANY EXPENDITURES MADE UNDER SCHEDULE C, OR OTHERWISE, TO VERIFY THE EXPENDITURES WERE MADE FOR THE PURPOSES INTENDED BY THE LOCAL AGENCY.
V

All fire prevention and suppression work shall be done by both parties to the agreement working as one unit; therefore, personnel and equipment, regardless of whether they are funded by Schedule A or B, may be temporarily dispatched elsewhere from time to time for mutual aid.

VI

Torts arising out of or occurring in the performance of this agreement, other than the risks covered by motor vehicle liability, shall be insured against by the local agency and will furnish, at no cost to the state, evidence of liability insurance in a form satisfactory to state, containing liability limits of no less than $500,000.00. Said evidence of insurance must contain the same provisions as in paragraph XIV, section titled "Local Agency", Section D, subsections (1), (3), and (4).

VII

When a local agency employee, under the supervision of the state forest officer, operates a state-owned automotive vehicle as a part of his duties and in connection with fire prevention and suppression, he will be deemed an agent of the state for acts or omissions in the use of such vehicle.

VIII

Volunteers, paid call firemen or casual workers utilized in local responsibility fire control by the state forest officer for the purposes of prevention and suppression of fires shall be the responsibility of the local agency for workmen's compensation in the event of injury or death. In the event state is assessed for the payment of claims of said persons, local agency agrees to indemnify state for the full amount so assessed.
IX

As provided in Section 13009 of the Health and Safety Code, the state may bring action for collection of suppression costs of any fire suppressed on state responsibility lands during the term of this agreement. When using Local Agency equipment and manpower, the state may, on request of the Local Agency, bring action for collection of suppression costs, in which case the Local Agency appoints and designates the state as its agent in said collection proceedings. In the event of recovery, the state will apportion to the Local Agency its pro rata proportion of recovery, less costs, including legal fees.

X

When rendering mutual aid or assistance as authorized in Section 13050 and 13054, Health and Safety Code, the state may, on request of the Local Agency, demand payment of charges and seek reimbursement under authority given by Sections 13051 and 13054, Health and Safety Code. The state, in seeking said reimbursement will represent the Local Agency in following the procedures set forth in Section 13052, Health and Safety Code. Any recovery, less expenses, will be credited to the Local Agency.

XI

The cost of maintaining, operating, and replacing any and all fire prevention or suppression property and equipment, real or personal, furnished by the parties hereto for fire prevention or suppression purposes shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement of the parties hereto.
XII

ALL PERSONAL PROPERTY PROVIDED BY THE LOCAL AGENCY AND BY THE STATE FOR THE PURPOSE OF PROVIDING FIRE PREVENTION AND SUPPRESSION UNDER THE TERMS OF THIS AGREEMENT SHALL BE MARKED AND ACCOUNTED FOR BY THE STATE FOREST OFFICER IN CHARGE IN SUCH A MANNER AS TO CONFORM TO THE REGULATIONS ESTABLISHED BY THE PARTIES FOR THE SEGREGATION, CARE, AND USE OF THE RESPECTIVE PROPERTY OF EACH.

XIII

THE COST OF ANY SERVICE PERFORMED UNDER SCHEDULE A SHALL BE ACTUAL DIRECT COSTS OR THE BEST ESTIMATES OF CONTRACT COSTS AS DETERMINED BY THE STATE. RECORDS, BOOKS, ETC., SHALL BE MADE AVAILABLE FOR AUDIT BY THE LOCAL AGENCY AT THE OFFICES OF THE STATE FORESTER OR THE DIRECTOR OF CONSERVATION. FOR ANY SERVICES PERFORMED DIRECTLY BY THE STATE FOR THE LOCAL AGENCY, AS CONTEMPLATED UNDER SCHEDULE A, A GENERAL SUPPORT COST IS INCLUDED THEREIN IN THE AMOUNT OF __9.46__ PERCENT OF ACTUAL EXPENDITURE.

XIV

"LOCAL AGENCY-OWNED VEHICLES", AS HEREBIN DEFINED, SHALL MEAN ANY VEHICLES LISTED IN SAID SCHEDULES A AND C, AND VEHICLES MADE AVAILABLE BY OR AT THE INSTANCE OF THE LOCAL AGENCY, BUT NOT INCLUDING STATE-OWNED VEHICLES, FOR THE PERFORMANCE OF FIRE PREVENTION AND SUPPRESSION WORK UNDER THIS AGREEMENT. A "STATE-OWNED VEHICLE" IS ANY VEHICLE OWNED AND REGISTERED IN THE NAME OF THE STATE OF CALIFORNIA.

A. IN THE CASE OF STATE-OWNED VEHICLES OPERATED ON BEHALF OF THE LOCAL AGENCY AND LISTED IN SCHEDULE A, THE AGREED COST OF OPERATION SHALL INCLUDE ALL COSTS PERTAINING TO RUNNING, REPAIRING, REPLACING, AND INSURING THE AFORESAID VEHICLES.
B. In the case of the local agency-owned vehicles operated by the State on behalf of the local agency for the agreed costs as set forth in Schedule A,

1. The State shall:

   a. Provide gasoline, oil, lubrication, batteries, tires, and tubes;

   b. Repair, exchange or replace, when necessary, motors, hoses, pumps, spotlights, sirens, fire extinguishers, and all other accessories affixed to or supplied with the aforesaid vehicles when the latter were accepted by the State for operation under Schedule A; excepting special oil or structural firefighting facilities or accessories not common to the use of the Division of Forestry and radio installations originally provided by the local agency. All such equipment provided and installed by the State shall become the property of the local agency and the replaced equipment removed shall become the property of the State; and

   c. Make such reasonable repairs to the aforesaid local agency-owned vehicles (but not including contract painting) as may be necessary to keep the trucks in operating condition. Provided, however, that the State may cease to make further repairs on any vehicle when the State forester determines that the repair costs during the period of this agreement shall exceed, or have exceeded, the market value of the vehicle. In the event the State forester determines that a vehicle is not fit for further use because of obsolescence or a wreck, the State shall not be required to repair the vehicle or maintain it in use. Upon such determination, the State shall immediately so notify the local agency, and the local agency shall have the option of replacing said vehicle or State shall discontinue the particular service required as a result of its previous existence.
2. THE LOCAL AGENCY SHALL:
   A. ACQUIRE, LICENSE, AND MAKE AVAILABLE THE SAID VEHICLES.
   B. REIMBURSE THE STATE AT THE AGREED COST FOR THE OPERATION OF SAID VEHICLES.
   C. IN THE CASE OF LOCAL AGENCY OWNED VEHICLES PROVIDED BY LOCAL AGENCY, FOR PERFORMANCE AS CONTEMPLATED HEREUNDER, BUT NOT INCLUDED IN SCHEDULE A:
      1. THE STATE SHALL CONFORM TO POLICIES OF THE LOCAL AGENCY IN THE OPERATION, USE, CARE AND MAINTENANCE OF SAID VEHICLES.
      2. THE LOCAL AGENCY SHALL ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH THE ACQUISITION, OPERATION, USE, CARE, MAINTENANCE AND REPLACEMENT OF SAID VEHICLES.
   D. FOR ALL LOCAL AGENCY OWNED VEHICLES OPERATED OR USED BY EMPLOYEES OF THE STATE, UNDER THE TERMS OF THIS AGREEMENT, THE LOCAL AGENCY ASSUMES FULL RESPONSIBILITY FOR ALL LIABILITIES ASSOCIATED THEREWITH AND WILL FURNISH AT NO COST TO THE STATE, EVIDENCE OF MOTOR VEHICLE LIABILITY INSURANCE IN FORM SATISFACTORY TO THE STATE DEPARTMENT OF GENERAL SERVICES CONTAINING BODILY INJURY LIABILITY LIMITS OF NOT LESS THAN $250,000/$500,000 AND PROPERTY DAMAGE LIMITS OF NOT LESS THAN $50,000, OR SUCH HIGHER LIMITS AS ARE SPECIFIED IN THE LOCAL AGENCY POLICY. SAID EVIDENCE OF INSURANCE MUST CONTAIN THE FOLLOWING PROVISIONS;
      1. THAT THE POLICY NAMES AS ADDITIONAL INSURED THE STATE OF CALIFORNIA ACTING THROUGH ITS DEPARTMENT OF CONSERVATION AND THE STATE FORESTER HEREAFTER CALL STATE, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES;
(2) That the policy is extended in all its terms, conditions, and limitations to cover the insured's liability as defined in sections 17000-17002 of the Motor Vehicle Code of the State of California;

(3) That the State of California shall have no responsibility for the payment of premiums, assessments, or any other cost or expense on account of the issuance of such policy; and

(4) That the insurer will not cancel the policy or policies involved without 30 days prior written notice to the State of California, Department of Conservation, Division of Forestry, 1416 9th Street, Sacramento, California 95814, and to the Department of General Services, 915 Capitol Mall, Sacramento, California 95814.

XV

No payments for services in fire fighting or for fire protection work shall be made to persons directly protecting their own property, or property held by them under lease, nor to persons acting as the agents or employees of such owners or lessees and so protecting such property.

XVI

This section not used.
THIS AGREEMENT CONTAINS THE WHOLE CONTRACT BETWEEN THE PARTIES.
IT MAY BE TERMINATED AT ANY TIME OR ANY PROVISION HEREIN CONTAINED MAY BE
AMENDED OR MODIFIED UPON THE MUTUAL WRITTEN CONSENT OF THE PARTIES HERETO.
IN WITNESS WHEREOF, THE DULY AUTHORIZED OFFICIALS OF THE PARTIES
HERETO HAVE, IN THEIR REPRESENTATIVE CAPACITIES, HEREUNTO SET THEIR HANDS
AS OF THE DATE FIRST HEREINABOVE WRITTEN.

STATE OF CALIFORNIA
DEPARTMENT OF CONSERVATION

BY ____________________________________________

THE STATE FORESTER

BY ____________________________________________
CHIEF OF OPERATIONS

County of Mariposa
LOCAL AGENCY

ATTEST:

BY ___________________________  BY ___________________________
TITLE ELLEN BRONSON  TITLE WILLIAM H. MOFFITT
County Clerk & ex officio  Chairman of the Board of Supervisors
Clerk of the Board
SCHEDULE A

This is Schedule A of Cooperative Agreement dated July 1, 1976, by and between the Department of Conservation and the State Forester of the State of California, and Mariposa County, a local agency.

The State shall furnish qualified personnel as set forth in this schedule at all times during the period specified herein. The personnel, equipment, and facilities as set forth below shall be available at all times during the period specified herein; any failure to furnish said personnel, equipment, and facilities shall be recognized as a reduction of claim by the State.

The local agency agrees to pay actual salaries plus retirement and any other employee benefit costs for those personnel employed in accordance with the schedule set forth below; provided, however, in those instances when contract rates (an all inclusive rate covering costs to the State for providing 24-hour coverage during a given period) are indicated, said rates shall be paid by County.

At some state stations listed in Schedule B hereinafter, the local agency, through this Agreement, may wish to provide for fire protection services throughout the nonforest fire season. At such places marked "W" in this Schedule A, the State agrees to provide and pay for such services at all times other than the periods specified herein, in order that no lapse of service may result; this understanding shall in no way interfere with the State's right to remove or reassign any state facility after the period of this Agreement.

To accomplish the service intended in Schedule "W", (the estimated costs of which are set forth therein) reimbursement to the State may be paid from any funds budgeted without regard to category in this schedule, and if necessary from any contingency item; provided, however, the total claim upon the local agency by the State for the services specified herein shall not exceed the sum appropriated by the local agency described in paragraph 11 of the attached agreement, unless and provided this agreement is amended by the parties hereto to accomplish that purpose.
SCHEDULE B

THIS IS SCHEDULE B OF COOPERATIVE AGREEMENT DATED July 1, 1976,
BY AND BETWEEN THE DEPARTMENT OF CONSERVATION AND THE STATE FORESTER OF:
THE STATE OF CALIFORNIA, AND ________ Mariposa County __________, A
LOCAL AGENCY.

MADERA-- MARIPOSA RANGER UNIT

ADMINISTRATION
1 - State Forest Ranger IV (Officer in charge)
1 - State Forest Ranger II (Administration Officer)
1 - State Forest Ranger II (Operations Officer)
1 - Fire Prevention Officer I
1 - State Forest Ranger I (Chief Dispatcher)
5 - State Forest Ranger I (Field)
2.5 - Stenographers
1 - Engineer
1 - Equipment Maintenance Foreman
3 - Fire Captain Dispatchers
1 - Fire Captain Warehouseman

FIRE CONTROL - YEAR LONG
20 - Fire Captains
8 - Fire Apparatus Engineers
6 - Heavy Fire Equipment Operators

FIRE CONTROL - SEASONAL
5 - Fire Apparatus Engineers
6 - Camp Crew Cooks
78 - Fire Fighters
12 - Lookouts

ABOVE ASSIGNED TO:
Raymond
Coarsegold
Rancheria
Ahwahnee
White Rock
Usona
Mariposa
Cathays Valley
Coulterville
Hornitos
Red Top Lookout
Green Mountain Lookout
Deadwood Lookout
Guadelupe Lookout
Williams Peak Lookout
Penon Blanco Lookout

Total of Estimated Expenditures for Salaries and Wages, Operating Expenses and Property and Equipment. $2,000,000.00
1976 - 77 BUDGET - MARIPosa COUNTY SCHEDULE "A"

SALARIES AND WAGES
Fire Control Personnel (Actual)

<table>
<thead>
<tr>
<th>STATION</th>
<th>CLASSIFICATION PERIOD COVERED</th>
<th>RATE/MO</th>
<th>SALARY</th>
<th>FRINGE BENEFITS*</th>
<th>SUB-TOTAL</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa</td>
<td>Fire Captain (FM) 11-1-76 4-30-77</td>
<td>202</td>
<td>1212</td>
<td>300</td>
<td>1,512</td>
<td>$ 1,512.00</td>
</tr>
<tr>
<td>Mariposa</td>
<td>Clerk Typist II 5-1-77 6-30-77</td>
<td>705</td>
<td>1410</td>
<td>266</td>
<td>1,676</td>
<td>3,188.00</td>
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</tbody>
</table>

*Includes Retirement, Health Benefits, and Workman's Compensation

RADIO MAINTENANCE - STATE CONTRACT (Actual)

4 Mobile Radios
3 hours each = 12 hours @ $26.50  
22 decoders @ 1/2 hr. each = 5 1/2 hours @ 26.50
Crystal change in Midpines Pumper and convert Coulterville radio to CDF net

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE/MO</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>318</td>
</tr>
<tr>
<td></td>
<td></td>
<td>146</td>
</tr>
<tr>
<td></td>
<td></td>
<td>200</td>
</tr>
<tr>
<td></td>
<td></td>
<td>664</td>
</tr>
<tr>
<td>ADMINISTRATIVE CHARGE 9.46%</td>
<td>364</td>
<td></td>
</tr>
<tr>
<td>TOTAL SCHEDULE &quot;A&quot; BUDGET</td>
<td>4,216.00</td>
<td></td>
</tr>
</tbody>
</table>

It is mutually understood and agreed in order to accomplish the service intended for these items in Schedule "A" (the estimated costs of which are set forth herein) reimbursement to the State may be paid from any funds budgeted without regard to category in this schedule and if necessary from any contingency item. Provided; the total claim upon the County by the State for services specified shall not exceed the sum appropriated by the County as described in Clause II of this agreement, unless and provided this agreement if formally amended by the parties hereto to accomplish that purpose.
**CERTIFICATE OF INSURANCE**

This Certificate of Insurance neither affirms nor negates the insurance afforded by policy numbers listed below.

<table>
<thead>
<tr>
<th>CERTIFICATE ISSUED TO:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>State of California</td>
<td>County of Mariposa</td>
</tr>
<tr>
<td>Dept. of Conservation</td>
<td>Mariposa, Ca. 95338</td>
</tr>
<tr>
<td>Division of Forestry</td>
<td></td>
</tr>
<tr>
<td>1416 9th Street</td>
<td></td>
</tr>
<tr>
<td>Sacramento, Ca. 95814</td>
<td></td>
</tr>
</tbody>
</table>

The insurance afforded is only with respect to such of the following Parts designated by an "X" in X.

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>POLICY PERIOD</th>
<th>KIND OF POLICY</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSS683896</td>
<td>7-1-74</td>
<td>COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE</td>
<td>$500,000, Combined Single Limits</td>
</tr>
<tr>
<td></td>
<td>7-1-77</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**POLICY INFORMATION**

- **Agent:** Lorenzi-Masasso Agency, Inc.
  - 1901 "G" Street
  - Merced, Ca. 95340

**Remarks:** Use Other Side.

Ref: In the event of any material change in, or cancellation of, said policies, the Company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation upon the Company except to Mortgage for Automobile Physical Damage.

**Authorized Representative:**

---

**DATE:** September 27, 1974

---

**Agent's Name and Address**

---

**Agent-Copy Must Be Mailed To Company On Date Of Issue.**
CERTIFICATE OF INSURANCE

CERTIFICATE ISSUED TO:

State of California
Dept. of Conservation
Division of Forestry
1416 9th Street
Sacramento, Ca. 95814

NAME INSURED
County of Mariposa
Mariposa, Ca. 95338

ADDRESS

POLICY NUMBER
P5683896
P5683896

POLICY PERIOD
7-1-74
7-1-74
7-1-77
7-1-77

KIND OF POLICY
WORKMEN'S COMPENSATION

COMPENSATION

COMPREHENSIVE GENERAL LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INS.

MANUFACTURERS' AND CONTRACTORS' LIABILITY INS.

CONTRACTUAL LIABILITY INSURANCE

COMPLETED OPERATIONS LIABILITY

PROPERTY DAMAGE LIABILITY

Comprehensive Bodily Injury and Property Damage Liability

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Property Damage Liability

Property Damage Liability

Body Injury Liability

Property Damage Liability

Property Damage Liability

LIMITS OF LIABILITY

Provided by Worker's Compensation Law

$100,000.00, Combined

$250,000.00, Combined

$500,000.00, Combined

$500,000.00, Single Limits

$500,000.00, Single Limits

The State of California shall have no responsibility for the payment of premiums, assessments, or any other cost or expense on account of the issuance of such policy, and the insurer will not cancel the policy or policies involved without 30 days prior written notice to the State of California.

REMARKS: Use Other Side.

In the event of any material change in, or cancellation of, said policies, the Company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation upon the Company except to Morgan for Automobile Physical Damage.

AGENTS
Lorenzi-Massaso Agency, Inc.
1901 "G" Street
Merced, Ca. 95340

NAME
Joseph A. Proto

ADDRESS

AGENT—COPY MUST BE MAILED TO COMPANY ON DATE OF ISSUE.

DATE
September 27, 1974

AUTHORIZED REPRESENTATIVE

JPI
GRANT OF EASEMENT

THE GRANTOR, County of Mariposa,

a corporation, hereby grants to the MARIPOSA COUNTY TELEPHONE COMPANY, INC., a corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and for removal of its facilities, consisting of underground conduits, manholes, cables, wires, and appurtenances, for the transmission of electric energy for communication and other purposes over, in, under, across, and along that certain real property situated in the County of Mariposa, State of California, described as follows:

Property located in Sec. 9 & 16 of Twp 5S, R16E used as a buffer zone by the County of Mariposa for the Mariposa County Dump, as it is recorded in Vol. 100 pg 472 of Mariposa County Records.

Telephone cable to be buried as shown on attached sketch for Mariposa County Telephone Co. Inc. Project M44-76C to serve new PG&E sub-station.

Damage to driveway, fence, water pipe, sewer, etc., when due to construction, will be repaired and ground surface restored to original condition as nearly as possible.

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the above described property.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Chairman President and Clerk, thereunto duly authorized this 7th day of September, 1978.

[Signature]
Chairman of the Board

[Signature]
County Clerk & ex officio Clerk of the Board

STATE OF CALIFORNIA
COUNTY OF

On this day of , 19, before me, , a Notary Public in and for said County and State, personally appeared , known to me to be the President, and Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Seal]
Notary Public in and for said County and State
COUNTY OF MARIPOSA, a public body of the State of California

first party, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,

second party, the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands situate in the County of Mariposa, State of California, described as follows:

The portion of the parcel of land described in the deed from Frank Long Jr. and others to the County of Mariposa dated June 30, 1966 and recorded in Volume 100 of Official Records at page 472, Mariposa County Records, lying within the southeast quarter of the southwest quarter of Section 9, Township 5 South, Range 18 East, M.D.B.&M.

Said facilities shall consist of:

Such poles, aerial wires, cables, electrical conductors with associated crossarms, braces, transformers, anchors, guy wires and cables, fixtures, and appurtenances, as second party deems necessary located along the routes described as follows:

1. Beginning at a point within said lands, said point herein for convenience called Point 'A' and running thence north 70°15' east 612 feet to a point in the existing pole line of Pacific Gas and Electric Company in said lands; said point of beginning bears north 44°53'13" east 107.6 feet distant from the found 5/8 inch rebar accepted as marking the most northerly corner of the parcel of land described and designated I in the deed from the County of Mariposa to Pacific Gas and Electric Company dated June 17, 1975 and recorded in Volume 155 of Official Records at page 226, Mariposa County Records.
2. Beginning at said Point A and running thence north 79°57' east 300 feet; thence north 75°39' east 300 feet to a point in the existing pole line of Pacific Gas and Electric Company in said lands.
Second party shall also have the right to trim, and clear away or otherwise control any trees or brush along said pole line facilities whenever considered necessary for the complete enjoyment of the rights hereby granted.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF first party has executed these presents this 7th day of September, 1976.

COUNTY OF MARIPOSA

WILLIAM H. MOFFITT, Chairman of the Board of Supervisors

Attested by

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board

Executed in the presence of:

WITNESS

Prepared

Checked

FOR NOTARY'S USE ONLY

State of California )
County of Mariposa ) SS

On September 7th, 1976 before me, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIAM H. MOFFITT, Chairman of the Board of Supervisors, Mariposa County, and known to me to be the person who executed the within instrument on behalf of said County of Mariposa, and acknowledged to me that such County executed the same.

ROBERT G. STONUM

ROBERT G. STONUM
NOTARY PUBLIC - CALIFORNIA
MARIPOSA COUNTY
My Commission Expires Sept. 29, 1978
12KV LINE IN SECTION 7, TOWNSHIP 5 SOUTH, RANGE 13 EAST, M.C.E., M.
MARIPOSA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY
SAN FRANCISCO, CALIFORNIA
The Board of Supervisors of the County of Mariposa met this 8th day of September, 1976, in an adjourned session, with Supervisors Clark and Richardson being previously excused.

Discussion regarding the County Master Plan Up-date was held with Planning Commissioners Jacobs, Tune, Bailey, Radanovich and Kelley present for the morning session. Tom Skinner of MCAG was also present for the discussion.

Herb Davis and Bill Lincoln, representatives of the Public Employees Association, discussed the Classification and Pay Study with the Board. On motion of Long, seconded by Dalton, the Clerk was directed to send request for proposals on the Classification and Pay Systems Study to qualified consultants.

On motion of Long, seconded by Dalton, the Clerk was directed to write a letter to the U. S. Dept. of Agriculture asking that the 50% limitation be used on all timber sales in Mariposa County.

There being no further business the Board of Supervisors adjourned to meet again in regular session Tuesday, September 14, 1976 at 10:00 a.m.

ATTEST:

WILLIAM H. MOFFITT
Chairman of the Board

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 14th day of September, 1976, with Supervisors Clark, Long, Moffitt and Richardson present. Supervisor Dalton excused.

The Board minutes of Sept. 7 & 8, 1976 were approved as mailed.

The following Claims were approved as presented:

- Senior Assistance Program: $1,495.40
- Federal Adm. Fund: 1,338.46
- County Service Area 1-M (Mariposa Pines): 125.96
- County Service Area 1-M (Lake Don Pedro): 48.25
- Don Pedro Sewer Zone: 324.88
- Yosemite West Maintenance District: 1,233.89
- Recreation & Parks: 5,984.16
- Water Agency: 505.29
- Mariposa Lighting District: 10.88
- Road Dept.: 32,646.12
- Contingency Fund: 4,652.01
- General Fund: 59,879.08

Peter Artero, Road Commissioner, discussed road matters. On motion of Long, seconded by Richardson, the Road Commissioner was authorized to advertise for bids on Anti-Freeze to be opened Sept. 28, 1976, at 10:30 a.m.

On motion of Richardson, seconded by Clark, contingent upon the Calif. Aeronautics Board approval, the County Engineer is to install the Mariposa-Yosemite Airport lighting system which is to be funded by the Special Aviation Fund, not to exceed $20,000.

The Board acting as the Board of Directors of the Mariposa County Air Pollution Control Board, passed and adopted Res. No. 76-2, authorizing Dr. Avery E. Strum, Air Pollution Control Officer, to sign application for subscription monies, on motion of Richardson, seconded by Clark.

On motion of Long, seconded by Richardson, Director of Weights & Measures, was authorized to obtain the services of the State Division of Measurement Standards to check electric meters.

Pursuant to Board policy the name of Shady Creek Road, is approved for road near Worman Mill, on motion of Richardson, seconded by Clark.

Ord. No. 431, fines-infractions, was passed and adopted, having been previously presented, on motion of Richardson, seconded by Long.

The Auditor is directed to draw warrant to Postmaster, $26 for postage, Veteran's Service Office, on motion of Clark, seconded by Richardson.

On motion of Richardson, seconded by Clark, the following travel requests were approved: Glen Power, Vet. Service Officer, Training Conf., San Mateo, 9/20-23/76; Bruce Eckerson, Co. Counsel, County Counsel's Conf., Yosemite, 9/15-17/76.

Res. No. 76-99, was passed and adopted, declaring Sept. 17th through Sept. 23rd Constitution Week, on motion of Long, seconded by Richardson.

On motion of Clark, seconded by Richardson, the resignation of Patrick J. Sinclair from the Parks & Recreation Commission, is accepted with regret.

On motion of Clark, seconded by Richardson, James Sleznick, Jr. is appointed to the Parks & Recreation Commission, effective immediately, term of office expiring May 10, 1979.
There being no further business the Board of Supervisors adjourned to meet again in regular session, Tuesday, Sept. 21, 1976 at 10:00 a.m.

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board

By: Lynne Robinson, Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 21st day of September, 1976, with all members present.

The Board minutes of Sept. 14, 1976 were approved as mailed.

William Lincoln, Asst. Road Commissioner, discussed road matters. On motion of Richardson, seconded by Long, the Road Commissioner was authorized to advertise for bids on patch-material, to be opened October 12, 1976, at 10:30 a.m. On motion of Richardson, seconded by Long, the Road Commissioner was authorized to purchase a low-bed trailer for $9800.

On motion of Richardson, seconded by Dalton, the Fish and Game Assoc. was authorized to purchase a projector for $200 and one ton of quail feed for $176.70, combined total not to exceed $400.

The time being 10:30 a.m. bids were to be opened on the 1973 Sheriff’s car, however, no bids were received. On motion of Long, seconded by Richardson, the Sheriff was authorized to negotiate for the sale of the car.

Art Rohde, Administrator of the Mental Health Services, discussed the need for new quarters for the Service. On motion of Richardson, seconded by Clark, the Mental Health Service was authorized to take the necessary steps to acquire new office space.

The public hearing to consider passing a resolution allowing the issuance of a certificate of Public Convenience and Necessity for septic tank pumping service in District II, was held at 11:00 a.m. Gregory A. Smith & Dennis Mohr, applicants, and Roy Westmoreland, present certificate holder, testified. On motion of Long, seconded by Dalton, the application was tabled.

John Rotondo, Director of the Affirmative Action Board, discussed several matters. On motion of Richardson, seconded by Clark, Res. 76-100, was passed and adopted, approving updated Affirmative Action Plan as required by Government Code. On motion of Long, seconded by Richardson, the following people were appointed to the Affirmative Action Board for 1976-77: Mrs. Maxine Prelip, Robin "Bob" Jackson, Mrs. Leslie Van Meter, Dan Martinez, Doris Vinyard. On motion of Long, seconded by Clark, John L. Rotondo, was reappointed Director.

John Anderson, Farm Advisor, spoke to the Board regarding services of Marshall Jones, Consulting Civil Engineer. On motion of Long, seconded by Clark, the Board of Supervisors will meet as the Water Agency, Sept. 28, 1976, at 2 p.m. Clerk to notify Mr. Jones and the Water Study Committee.

On motion of Long, seconded by Richardson, the Board met in executive session on a legal matter and reconvened in regular session.

On motion of Dalton, seconded by Clark, upon recommendation of the Planning Commission, a variance from Road Standards was granted to Granite Springs Mobile Home and Recreational Vehicle Park. Clerk to notify the Planning Commission.

On motion of Dalton, seconded by Clark, the Auditor was directed to draw a warrant to Dept. of Motor Vehicles in the amount of $138., for registration of vehicle for the Road Dept.

Tom Perkins, Fire Warden, discussed Volunteer Fire Departments. On motion of Dalton, seconded by Clark, the Fire Warden is authorized to meet with the various Volunteer Fire Dept. Chiefs to discuss roster changes, and to negotiate with State Compensation Insurance Fund.

Res. 76-101, was passed and adopted, approving the Cooperative Agreement to Provide Fire Protection Services for Local Agencies for fiscal year 76-77 between the State of California, Department of Conservation and the County, on motion of Richardson, seconded by Clark.
On motion of Clark, seconded by Richardson, the Board met in executive session on a legal matter and reconvened in regular session.

Based upon the fact that the area to be subdivided by Mr. Silva is consistent with the Land Use Element of the proposed draft of the revised General Plan update (Master Plan), the waiver of the subdivision moratorium is granted providing that there will be no further divisions of the 20 acre parcels and that covenants and restrictions, which indicate that there will be no further divisions, are to be filed and recorded, concurrently, with the final map, on motion of Long, seconded by Clark. Ayes: Clark, Long, Richardson. No: Moffitt. Abstain: Dalton. Mr. Silva to proceed through the Planning Commission.

On motion of Long, seconded by Dalton, a resolution of appropriation, $1,350 from Parks & Rec. Contingency to Parks & Recreation extra help was proposed. Ayes: Clark, Dalton, Long. Noes: Moffitt, Richardson. Resolution did not pass as appropriation resolutions require four votes in favor.

On motion of Long, seconded by Richardson, the Chairman was authorized to sign the lease agreement with Mr. & Mrs. L. A. Wipfler for the proposed Sanitary Landfill Site at Lake Don Pedro.

On motion of Dalton, seconded by Long, following bills from CH2M Hill were approved: Water System Study, progress payment of $1,600; Coulterville Facility Plan, prof. services $4,501.71; Coulterville Soils Investigation, professional services $3,040.

On motion of Clark, seconded by Richardson, the following travel requests were approved: Ralph M. Campbell, District Attorney, Calif. D. A.'s meeting, Fort Bragg, 9/30 to 10/2; Barbara P. Saye, Auditor and Evelyn Jones, Chief Deputy, Auditor's Regional meeting, So. Lake Tahoe, 10/20-21/76.

Upon recommendation of the Parks & Recreation Commission, the step increase to Step B, Rg. 25, effective Oct. 1, 1976, for Rich Begley, Parks & Rec. Director, is approved, on motion of Clark, seconded by Richardson.

On motion of Richardson, seconded by Clark, the Application for Leave to Present Late Claim by and on Behalf of Sally Diane St. Onge, a Minor, Claimant, is allowed. On motion of Richardson, seconded by Clark, the above Claim for Damages is denied pursuant to Government Code Section 911.6.

On motion of Dalton, seconded by Clark, the Board of Directors of the Coulterville County Wide Service Area No. 1 has reviewed and considered the final EIR for the Wastewater Facilities Plan and has determined that (1) the final EIR has been completed in compliance with the California Environmental Quality Act and all applicable State and County regulations implementing the Act, and (2) the project will not have a significant adverse effect on the environment, and (3) the project having shown to be beneficial to the community of Coulterville, it is hereby approved.

The Clerk is directed to write Representative B. F. Sisk, thanking him for his actions regarding the Kaiser Ridge Wilderness Bill.

There being no further business the Board adjourned to meet again in regular session, Tuesday, Sept. 28, 1976, at 10:00 a.m.

WILLIAM H. MOFFITT
Chairman of the Board

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
AGREEMENT

This Agreement, made and entered into this 11th day of September, 1976, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "Lessor", and MR. and MRS. L. A. WIPFLER, hereinafter referred to as "Lessee".

WITNESSETH

I

DESCRIPTION OF PREMISES:

Lessor leases to Lessee and Lessee hires from Lessor, as herein provided that property located in the County of Mariposa, State of California, and described as follows: Parcel I in Area I-M of Lake Don Pedro designated as a proposed Sanitary Land Fill Site.

II

TERM:

The term of this lease is one (1) year, beginning the 1st day of July, 1976, and ending the 30th day of June, 1977.

III

CONSIDERATION:

The consideration for this lease shall be five dollars ($5.00) per acre for a total consideration of eight hundred dollars ($800.00). Lessee agrees to pay Lessor said amount upon the execution of this lease.

///
IV

USE OF PREMISES;

The premises are leased to be solely used for grazing purposes and Lessee agrees to restrict use to such purpose; and to not permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor.

V

NO WASTE, NUISANCE, OR UNLAWFUL USE;

Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the premises for an unlawful purpose. The Lessee further agrees to maintain complete fencing around the above described property.

VI

NON-LIABILITY OF LESSOR FOR DAMAGES;

INDEMNITY AND SAVE HARMLESS CLAUSE;

Lessor shall not be liable for liability or damage claims for injury to persons, including Lessee and his agents or employees or for property damage from any cause, related to Lessee's occupancy of the above-described premises. Lessee hereby covenants and agrees to indemnify Lessor and save him harmless from all liabilities, losses, or other claims or obligations because of, or arising out of, such injury or loss.

VII

PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE OF THE PREMISES;

Lessee agrees not to assign or sublease the premises leased, or
any part thereof, without first obtaining Lessors written consent, or to allow any other persons except Lessees agents, or employees to occupy the premises or any part thereof, without first obtaining Lessor's written consent.

VIII

TERMINATION

Either the Lessor or the Lessee may terminate the Lease within Sixty (60) days should it become necessary for the Lessor to develop the above-described property for a sanitary land fill site.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF MARIPosa

By

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

MR. L. A. WIPFLER

MRS. L. A. WIPFLER
The Board of Supervisors of the County of Mariposa met this 28th day of September, 1976, with all members present.

The Board minutes of September 21st, 1976 were approved as mailed.

Acting as the Board of Directors of the Yosemite West Maintenance District the Board discussed use of access road by Wickes Forest Industries between the Wawona Road and Helen Ransom Property. On motion of Richardson, seconded by Long, subject to the approval of the County Counsel and the Road Commissioner, and upon receipt of $5,000 bond, Wickes Forest Industries may use access road for a period not to exceed 18 months.

The Board acting as the Board of Directors of the Air Pollution Control Board, authorized Tom Richardson, Coordinating Council Member, to sign Mountain Counties Air Basin Coordinating Council Agreement on behalf of the County, on motion of Clark, seconded by Dalton.

On motion of Richardson, seconded by Clark, the following travel requests were granted: 2 men, Rd. Dept., pick up equipment, approx. 9/29/76, Mountain View; 3 Planning Commissioners, Annual P.C. Conv., 10/13-15/76, San Bernardino; Arlin Baldwin & Cecilia Wray, Welfare, Gerontology workshop, 9/13-Merced, 10/20-Modesto, 11/8-Stockton, 12/14-Merced, 1/26/77-Modesto, 2/15/77-Stockton, 3/15/77-Merced, 4/6/77-Modesto, 5/10/77-Stockton; John Thomson, Sanitarian, Visible Emission Evaluation, 10/12-15/76, Santa Cruz.

On motion of Long, seconded by Richardson, due to unsafe road conditions the Road Dept. is authorized to install a cattle guard on Preston Road, cost not to exceed $1,000. Ayes: Clark, Long, Moffitt, Richardson. No: Dalton.

Res. 76-102, was passed and adopted, appropriations, $200 for fencing in Section 23 pursuant to Agreements of 5/76 and $1350 for Parks & Recreation Maintenance Person, on motion of Long, seconded by Clark.

Bids for Anti-Freeze, Road Dept., were opened. On motion of Richardson, seconded by Long, the low bid of Union Oil Company in the amount of $450.28, for 20 - six gallon cases, was accepted.

Barbara Parker, Deputy Supt. of Schools-Business, appeared before the Board to discuss Step Raise for 60% employee. On motion of Long, seconded by Clark, Beverly Williams to Step D, Range 15, anniversary date to be changed to October 5, 1976. Vote to be held October 5, 1976.

On motion of Richardson, seconded by Clark, Victor Duerksen, Adm. John C. Fremont Hospital, was appointed to the Mariposa Co. Health Systems Council to fill the vacancy created by the resignation of Lillian Rushton, term to expire June 1, 1978. Ayes: Clark, Long, Moffitt, Richardson. Abstain: Dalton.

Jim Musick appeared before the Board regarding 4th Street Access.

On motion of Dalton, seconded by Clark, the Board of Supervisors approves the lease between the Mariposa County Unified School District and the Coulterville Community Club, Inc, after making findings as set out in Education Code Sec. 16071. On motion of Dalton, seconded by Clark, the Chairman is authorized to sign the above lease.

On motion of Long, seconded by Richardson, the Board accepts the Clerk's Certificate to Referendum Measure Petition pursuant to Elections Code Sec. 3752.

On motion of Clark, seconded by Richardson, the Board met as the Water Agency and reconvened in regular session.

On motion of Clark, seconded by Richardson, the resignation of Claude H. May as Acting Director of Mental Health is accepted with regret.
Rich Begley, Director of Parks & Recreation, and interested citizens of Hornitos, appeared regarding hiring of Maintenance Person to care for Golden Stag and McKay Halls. Pursuant to Res. 76-102, Margaret Gallo is hired for 6 months to fill said position.

On motion of Long, seconded by Clark, Tax Cancellations 76-28 through 76-30, Unsecured, were approved.

On motion of Long, seconded by Clark, the County Counsel is directed to draft an ordinance amending Ord. 345.

On motion of Richardson, seconded by Clark, the County Fire Warden is authorized to act on behalf of the Board of Supervisors regarding certain Volunteer Fire Dept. leases.

Res. 76-103, was passed and adopted, request for special session of the Legislature, to deal with State-Local Fiscal system problems, on motion of Long, seconded by Clark. Clerk to mail copies of Res. to Gov. Brown, Assemblyman Maddy, Senator Zenovich, RCRC, CSAC and Merced County Board of Supervisors.

There being no further business the Board of Supervisors adjourned to meet again in regular session, Tuesday, October 5, 1976, at 10:00 a.m.

ATTEST:

WILLIAM H. MOFFITT
Chairman of the Board

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
LEASE

This lease, entered into on September 20, 1976, by and between the MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, in the County of Mariposa, State of California, hereinafter referred to as the "LESSOR", and the COULTERVILLE COMMUNITY CLUB, INC., hereinafter referred to as the "LESSEE".

RECITALS

Lessor is the owner of certain real property hereinafter described, which is not needed for school classroom purposes, and it desires to let same.

Lessor has heretofore through a vote of all the members of it's governing board, and pursuant to the provisions of Education Code Section 16071, obtained the approval of the Mariposa County Board of Supervisors; and Lessee, through it's governing board had done all acts required by law prerequisite to entering into a valid lease of school property.

Lessor desires to let and Lessee desires to lease the said property on the terms and conditions following:

AGREEMENT

Now, therefore, it is mutually agreed as follows:

1. In consideration of the covenants and agreements hereinafter contained and other valuable consideration, to wit: the payment by Lessee to Lessor of the sum of ten dollars ($10.00) upon execution of this agreement, the Lessor leases that certain property hereinafter described to the Lessee for a term commencing September 20, 1976 and ending September 20, 1986 from said date. Said sum shall be the total rental for the entire
period. Lessor reserves the right to cancel the lease upon
one hundred (100) days written notice to the Lessee.

The property covered by this lease is described as
follows:

All that real property situate in the County of Mariposa,
State of California, described as the Coulterville Community
School and parking area.

2. That said Lessee shall use the premises for
community purposes and have no other purposes without the written
consent of the Lessor.

3. That the Lessee shall agree to remove any and all
waste on said property at his own expense. That the Lessee shall
keep and maintain the grounds and all improvements and appurten-
ances in good condition at all times; shall, at his own cost and
expense, make all necessary repairs in and about the premises;
and shall comply with all laws, ordinances, rules, regulations
and requirements of any City, County, State and Federal Govern-
ment, or of any department, bureau or official thereof having
jurisdiction, and with the requirements of the Board of Fire
Underwriters.

4. The Coulterville Community Club, Inc., shall
indemnify, hold harmless, and defend the Mariposa County Unified
School District, it's officers, agents, and employees against any
and all claims, demands, damages, costs, expenses, arising out
of this lease except for liability arising out of the concurrent
sole negligence of the Mariposa County Unified School District,
it's officers, agents, or employees. The Coulterville Community
Club, Inc., shall present evidence of insurance annually to the
superintendent of the Mariposa County Unified School District in
the amount of Fifty Thousand Dollars ($50,000.00) property
damage; and Three Hundred Thousand Dollars ($300,000.00) com-
prehensive public liability to the Mariposa County Unified
School District. Further, the Coulterville Community Club, Inc.,
shall provide fire insurance in an amount sufficient to cover
the Coulterville Community School and improvements.

5. Said property shall be used for community gatherings
only, and no alterations, additions, or modifications shall be
constructed upon said property without the prior approval of the
maintenance department of the Mariposa County Unified School
District.

6. In the event of the failure of the Lessee to fully
keep and perform any of the terms, covenants and conditions of
this lease by him to be kept and performed, then, at the option
of the Lessor, this lease and all rights and privileges thereby
granted to the Lessee shall immediately cease and terminate and
said Lessor shall have the right to re-enter said property and
take the immediate possession thereof and to exclude said Lessee
therefrom. The foregoing rights hereby granted to the Lessor
are hereby expressly admitted to be in addition to any and all
other legal rights which may be exercised by it in the event of
a breach of any of the terms, covenants and conditions of this
lease by the Lessee.

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

///
MARIPOSA COUNTY UNIFIED SCHOOL DIST.

By

CHAPLES E. ADAMS, President
Board of Trustees; LESSOR

COULTERVILLE COMMUNITY CLUB, INC.

By

*

APPROVAL OF THE BOARD OF SUPERVISORS
COUNTY OF MARIPOSA
PURSUANT TO EDUCATION CODE SECTION 16071

The Board of Supervisors of the County of Mariposa
do hereby find that the conditions do, in fact, exist which are
set out in Education Code Section 16071; and hereby approves the
above lease.

PASSED AND ADOPTED this 28th day of September
1976, by the following vote:

AYES: Clark, Dalton, Long, Moffitt, Richardson

NOES: None

ABSENT: None

NOT VOTING: None

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and
Ex-Officio Clerk of the Board
MOUNTAIN COUNTIES AIR BASIN

AIR POLLUTION CONTROL COORDINATING COUNCIL

AGREEMENT

I. This Agreement made and entered into this _____ of _____, 1976, by and between the following County Air Pollution Control Districts: Plumas, Sierra, Nevada, Placer, El Dorado, Amador, Calaveras, Tuolumne, and Mariposa, for the 1976-77 fiscal year.

II. This Agreement shall be applicable ________, 1976 to June 30, 1977, provided, however, the Air Pollution Control District shall have the right to terminate and cancel this Agreement upon ninety (90) days notice before the end of the fiscal year, in writing, to the Coordinating Council.

III. A. The Coordinating Council shall consist of nine (9) members who are elected officials of and designated by the Board of Directors of each Air Pollution Control District.

B. There shall be an alternate, who is also an elected official of, and designated by, the Board of Directors of each Air Pollution Control District. This alternate shall have the same rights and privileges as a regular member of the Coordinating Council when the regular member is not in attendance at the Council meeting.

IV. It is the intention of the Coordinating Council that the Implementation Plan of the Mountain Counties Air Basin shall be the minimum standards adopted by each District within the Basin. However, the Coordinating Council may, with the approval of the Executive Officer of the Air Resources Board of the State of California, establish zones within the Air Basin that take into consideration
The Coordinating Council shall meet at least quarterly and may review and recommend to the respective Air Pollution Control District Boards on such matters as enforcement policies, engineering, air monitoring, or on matters which may affect air quality within the Air Basin. A copy of the Coordinating Council minutes shall be submitted to the Executive Officer of the Air Resources Board. A quorum must be present to transact official business. Five (5) qualified Coordinating Council members constitute a quorum.

VI. In the event the Air Pollution Control Districts who are parties hereto are not in agreement as to matters pertaining to enforcement, engineering, air monitoring, or any other dispute which might arise, the Coordinating Council agrees that the matter shall be subject to binding arbitration through the following processes:

A. The Air Pollution Control Districts involved in the dispute shall meet and attempt to resolve the dispute.

B. When disputes cannot be resolved between various Air Pollution Control Districts, the Chairman of the Coordinating Council shall appoint a committee consisting of three Coordinating Council members who are not directly involved in the dispute, to hear, resolve, or recommend corrective action.

C. If the committee cannot resolve any dispute, then the committee shall recommend methods of resolving the dispute to the Coordinating Council. A majority of the Coordinating Council membership may vote to resolve the dispute.

D. If no decision has been reached by the above methods,
the dispute shall be heard by a neutral arbitrator appointed by the
Presiding Superior Court Judge of the most populous County not in-
volved in the dispute, and the decision of such arbitrator shall be
binding on the Districts involved and the Coordinating Council.
Cost of such arbitration shall be borne proportioned per capita by
the Districts involved.

VII. The Air Pollution Control Districts in the Basin desire
to increase the effectiveness of air pollution control by the shar-
ing of air pollution personnel and equipment in a manner which
would result in the most effective use of the basin-wide resources
as follows:

A. Administration - All districts in the Basin are pre-
sently providing for administrative operations. Should a District
request administrative assistance, the other districts within the
Basin agree to furnish such assistance.

B. Enforcement - All Districts presently have established
enforcement procedures and have provided manpower to enforce the
District's Rules and Regulations. Should a District require assist-
ance with some enforcement problem, then the other Districts within
the Basin agree to furnish same.

C. Engineering - The Basin presently has executed a writ-
ten contract with a private air pollution engineer, to provide eng-
ineering services and Administrative Assistant services, as required,
to each member District of the Basin. However, the Basin Districts
are not equipped presently to source test stationary sources, so
this service must be furnished from outside the Basin, by a District
that has equipment, by State Air Resources Board, or by other means.

D. Air Monitoring - There has been very little monitoring
within our Basin to date. Some Districts have Hi-Volume samplers
for particulate sampling and their own capabilities to analyze the
data; others are allowing the State Air Resources Board to compile
such data. Under this Agreement the Basin Districts agree to assist
each other on a limited basis. Should a District request yearly
assistance or service from another District, then a written agree-
ment shall be established between said Districts and a copy submit-
ted to the Coordinating Council.

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<th>Amador County</th>
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TO: All TAC Members
Basin Engineer

Gentlemen:

Enclosed you will find the proposed Coordinated Agreement, as discussed at yesterday's meeting. Please read it carefully and if it seems as agreed carry to your Council member for the necessary actions.

[Signature]