The Board of Supervisors, Mariposa County, met in Administrative Practices Session this 3rd day of April, 1979, with all members present. Discussion took place regarding the hiring of a CETA employee to operate the copy machine in the Courthouse.

Sheriff Paul Paige discussed the feasibility of having the Small Animal Control Officer being placed under his supervisors. Sheriff Paige to submit a proposal to the Board by April 9, 1979, regarding supervision of the Small Animal Control Officer.

Discussion took place on the S.P.C.A. site facilities at the dump.

On motion of Owings, seconded by Weber, the Board adjourned to meet in executive session on a legal and a personnel matter.

Officer Van Meter, Sheriff Dept., spoke regarding the vehicle abatement program.

Auditor Barbara Saye reviewed with the Board its FY 79-80 budgets. Clerk to write Grand Jury and request progress on the joint audit in order to ascertain cost for budget purposes. Clerk to advise Building and Grounds Dept. that Safety Services 23H line item presently under Board's budget to be transferred to Building and Grounds Dept.

There being no further business, the Board adjourned at 5:00 p.m. to meet in regular session Tuesday, March 4, 1979.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 4th day of April, 1979, 10:00 a.m., with all members present.

The minutes of March 26th and 27th, 1979, were approved as mailed.

On motion of Clark, seconded by Owings, the consent agenda was approved: County Clerk and one deputy to attend bid openings on Special Election Material, Merced, 4/3/79, with use of county car. Farm Advisor, 5/25/79, Stockton, Landscape ornamentals/turf insert and disease training meeting.

John Thomson discussed SB 368 with the Board. On motion of Owings, seconded by Clark, Board goes on record supporting SB 368, permitting burning of wood beyond 1/1/80 on properties where grown.

On motion of Weber, seconded by Owings, amendment to ARB Subvention Application for FY 78-79 Financial Assistance increasing program amount to $4828 approved; Clerk to advise ARB of Board action.

Road Commissioner Bill Lincoln discussed Road Department positions. Requests to be forwarded to County Personnel Committee for recommendation to the Board. Bill Lincoln advised the Board that funds are no longer available from the Department of Transportation for the Safer Off-System Program.

On motion of Owings, seconded by Weber, Res. 79-51 was passed and adopted, authorizing the Chairman to execute the Regional Extended Care Facility Agreement with Fresno County.

On motion of Clark, seconded by Weber, Res. 79-52 was passed and adopted, supporting AB 649, requiring Dept. of Housing/Community Development to establish a Rural Community Facility Technical Assistance Program.

Discussion ensued with Planner/Grantsman Bob Borland regarding Moldenhauer-Bennett's letter referencing the 208 Planning Study. 208 Planning Workshop to be scheduled on April 18, 1979.

Acting as the Board of Directors Coulterville County Service Area No. 1, on motion of Owings, seconded by Clark, public hearing set for April 26, 1979, 2:00 p.m., on Coulterville wastewater rate schedule.

On motion of Clark, seconded by Owings, the Board adjourned to meet in executive session on a legal matter and reconvened in regular session.

The Board adjourned for lunch at 12:15 p.m. and reconvened in regular session at 2:00 p.m.

Bids opened on Sheriff Department Air Conditioning. Bids received from Johnnie's Air Conditioning and Plumbing in the amount of $8,974, and Avery Air in the amount of $7,082 to be turned over to Sheriff Paige for recommendation to the Board.

John Anderson spoke regarding OEDP Committee membership. On motion of Weber, seconded by Owings, Board to meet on April 9, 1979, 7:30 p.m. to discuss OEDP membership and progress report.

Chick Hand and Joe Ortega discussed Justice System Subvention Program funds for FY 78-79, and FY 79-80 program application. Chick Hand to present revised budget modification for Board's review at its meeting of 4/10/79.

Auditor Barbara Saye spoke regarding County benefits for Ceta Administrator and staff. The Board advised that County benefits would be given to the Ceta Administrator and staff. On motion of Owings, seconded by Weber, Ceta Project Administrator to be placed in step 2 of her salary range.
On motion of Owings, seconded by Erickson, Res. 79-53 was passed and adopted, establishing an hourly rate of $5.27 for Solid Waste equipment operator, and $150 per month for Solid Waste Director effective 2/1/79. On motion of Owings, seconded by Erickson, Res. 79-54 was passed and adopted, appropriating $2989 to Solid Waste salaries for equipment operator salary.

Acting as the Board of Directors, Yosemite West Maintenance District, on motion of Owings, seconded by Erickson, Res. 79-1 was passed and adopted, transferring $8,000 from Maintenance Yard to Maintenance Equipment.

Glenn Power spoke regarding funding proposals for Senior Assistance Program for FY 79-80.

Discussion took place on bids received for Sheriff Dept. air conditioning. On motion of Erickson, seconded by Owings, Sheriff to advise Board of inspection procedure for work completed on the air conditioning; Sheriff to request architect to review bids to ascertain if bids meet specifications.

Road Commissioner Bill Lincoln discussed upgrading positions in the Road Dept. On motion of Erickson, seconded by Clark, Res. 79-55 was passed and adopted, upgrading Road Dept. positions to the salary ranges recommended by Bill Lincoln.

On motion of Owings, seconded by Weber, Ceta employee to be hired to operate copy machine in Courthouse, effective April 11, 1979.

On motion of Clark, seconded by Weber, request to be made to Gazette to publish the calendar of events as a community service.

On motion of Owings, seconded by Erickson, "Future Plant Acquisition" line item added to Board of Supervisors budget; $50,000 to be appropriated to new line item - to be added to Res. 79-54; Tax Collector to be advised that monies are to be deposited in high-interest yielding, long-term account.

On motion of Owings, seconded by Erickson, urgency Ord. 504 was passed and adopted, reducing "resident equivalent" fee for solid waste.

On motion of Clark, seconded by Weber, Chairman authorized to approve Joint Powers Agreement fourth quarter payment in the amount of $166.

On motion of Clark, seconded by Owings, Ord. 505 was introduced and first reading waived, amending Recreation Areas Ord. 502.

Supervisors Owings and Clark, Building Committee, to complete space needs questionnaire for Board.

Dept. of Ag request to participate in cost of new aerial photography coverage of Mariposa County to be forwarded to Planner/Grantsman for recommendation.

On motion of Owings, seconded by Clark, Board accepted proposal from Historical Sites Preservation Committee for remodeling County Clerk's office, with recommendation that glass be used if less expensive than plexiglass. County Building Committee to work with Bldg. & Grounds Dept. on project.

On motion of Erickson, seconded by Clark, Res. 79-49 regarding BLM inclusion of Mariposa County lands in Wilderness inventory to be delivered to Statewide Wilderness Mtg by member of Western Mining Council.

On motion of Owings, seconded by Clark, Chairman authorized to approve MCAC's annual dues in the amount of $200.

There being no further business, the Board adjourned at 7:10 p.m. to meet in Administrative Practices Session April 9, 1979, 9:00 a.m.

ATTEST:

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

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met at 9:15 a.m. in Administrative Practices Session this 9th day of April, 1979, with Supervisors Dalton, Clark, Owings, and Weber present. Supervisor Erickson excused until 10:00 a.m.

On motion of Owings, seconded by Weber, the Board met in executive session on a personnel matter with Parks & Rec. Director Rich Begley present. Undersheriff Jerry Neal and Auditor Barbara Saye discussed the jail budget. Claude Richards discussed the Sheriff's proposal for Small Animal Control Officer.

Constable's budget discussed. Further discussion to take place at future budget session.

The Board adjourned for lunch at 12:00 noon and reconvened at 1:00 p.m. Auditor's and Justice Court's budgets discussed.

The Board adjourned at 4:20 p.m. to meet in continued Administrative Practices Session at 7:30 p.m. for discussion on the OEDP Committee.

John Anderson and Bob Borchard discussed revenues by sources available to Mariposa County, and the role and representation of the OEDP Committee. Bob Borchard to prepare proposal detailing the OEDP committee's organizational needs, staff support needed, and recommendations on reimbursement for committee members.

There being no further business, the Board adjourned at 10:15 p.m. to meet in regular session at 9:00 a.m., Tuesday, April 10, 1979

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

ATTEST:

Joan J. Lynek
Clerk of the Board
The Board of Supervisors, Mariposa County, met in regular session this 10th day of April, 1979, at 9:10 a.m. with all Supervisors present.

The minutes of April 2 and 3, 1979, were approved as mailed.

On motion of Owings, seconded by Weber, the consent agenda was approved: Requests to be placed on Board's agenda: Scott Pinkerton re County ad in 1979 Fair Premium Book, 4/17/79, 11:45 a.m.; Joan Faust, Employee Assoc. requesting cost of living increase/PERS retirement option, 4/17/79, 4:00 p.m. Assessor, Legislative Committee Mtg of Calif. Assessor's Assoc., San Francisco, 4/18. County Counsel, Rural Counties workshop, 4/19-20/79, Sacramento Treasurer requests blanket travel approved for business transactions with Wells Fargo Bank, Yosemite.

Building and Grounds Supt. Craig McDonald spoke regarding a vehicle maintenance program for County vehicles. Supervisor Owings and Craig McDonald to develop procedures for Board's review for vehicle maintenance.

Helen Tedrow discussed matters relating to the Commission on Aging. Commission to prepare future activities and plan of the Commission on Aging for Board's review.

Road Commissioner Bill Lincoln discussed Road Dept. matters. Supervisor Owings to prepare a resolution for Board's review, protecting the loss of Safer-off System Funds.

Letter from Mariposa Telephone regarding metal buildings, mobile homes, etc. being permitted in the Bootjack area discussed with Planner/Grantman and Building Inspector. Planner/Grantman to aid in drafting reply to Mariposa Telephone for Chairman's signature.

Acting as the Coulterville County Service Area No. 1 Board of Directors, on motion of Owings, seconded by Clark, urgency Ord. 506 was passed and adopted, amending Ord. 484, sewer availability charge established for Coulterville County Service Area No.1. On motion of Owings, seconded by Clark, Res. 79-3 was passed and adopted, setting April 10, 1979, 2:00 p.m. as date and time for public hearing to consider sewer availability charges for Coulterville County Service Area No. 1.

Ord. 505, introduced on April 3, 1979, re recreational areas, to be held in abeyance until April 17, 1979 meeting.

On motion of Clark, seconded by Owings, Res. 79-57 was passed and adopted, authorizing Robert Powers to acquire federal surplus property from Calif. State Agency for Surplus Property. On motion of Owings, seconded by Weber, Res. 79-57 was amended to include Paul E. Paige, Richard Begley, William Lincoln, Cicero Gann, Craig McDonald and Roger McElligott as authorized employees to acquire federal surplus property.

On motion of Clark, seconded by Owings, Civil Defense Director authorized to negotiate and purchase two desks from Calif. State Agency for Surplus Propert.

On motion of Clark, seconded by Weber, Board approved Historical Sites Preservation Committee's recommendation to prohibit smoking by workmen and/or employees in attic of Courthouse, underneath building, and in any room of Courthouse where construction or renovation is in progress; small fire extinguisher should be on hand while any construction work is being done in Courthouse.

Janie McRae presented a petition requesting smoking be prohibited in Board Room during Board of Supervisors' meetings.

On motion of Erickson, seconded by Clark, Helen Tedrow appointed to the ATAAP Advisory Board.

On motion of Weber, seconded by Owings, Marie Crosby and Delbert Wells appointed to the Mental Health Advisory Board.
On motion of Weber, seconded by Owings, Res. 79-58 was passed and adopted, appropriating $1870 from general contingency to Board’s Office Supplies line item for year supply purchase of copy machine supplies in order to obtain reduced rate.

On motion of Clark, seconded by Weber, Res. 79-59 was passed and adopted, endorsing AB 901, extending the vehicle abatement program.

On motion of Owings, seconded by Clark, Purchasing Agent to order 1000 Telex cassette tapes for use by County offices.

Supervisors Erickson and Owings reported on CSAC Spring Assembly meeting. Assemblyman James Costa discussed various Assembly Bills presently being reviewed by the legislature.

The Board adjourned for lunch at 12:20 p.m. and reconvened in regular session at 2:00 p.m.

On motion of Clark, seconded by Owings, Bobbe Standen appointed to the OEDP Committee, representing District I as an alternate.

Acting as the Board of Directors Local Transportation Commission, discussion took place with Caltrans representatives Doug Boyd and Larry Burgess regarding proposal for use of new transportation funds by Caltrans Director of Transportation, and Mariposa County Transportation Planning Work Program for FY 79-80. On motion of Owings, seconded by Clark, Board approved draft of Mariposa County Transportation Planning Work Program for FY 79-80, as presented by Caltrans.

Public hearing opened on unbudgeted revenue sharing funds. Requests from County departments reviewed. Public input called for; received; hearing closed. On motion of Erickson, seconded by Clark, $7,036.24 allocated to the Sheriff Department for purchase of a vehicle. Ayes: Clark, Owings, Erickson. Noes: Weber, Dalton.

On motion of Erickson, seconded by Clark, $191.12 from Supt. of Schools anti-recession budget, authorized to be spent for lateral filing cabinet, per request from Barbara Parker.

Charles Hand discussed the County Justice System Subvention Program application for Mariposa County FY 79-80. On motion of Clark, seconded by Erickson, Res. 79-60 was passed and adopted appointing the Mariposa County Justice System Advisory Group for FY 79-80. On motion of Clark, seconded by Owings, Res. 79-61 was passed and adopted, approving the County Justice System Subvention Program Application for Mariposa County for FY 79-80, and designating Charles Hand to coordinate program with Calif. Dept. of Youth Authority.

County Clerk Ellen Bronson discussed the Courthouse tour guide position. On motion of Owings, seconded by Clark, Res. 79-62 was passed and adopted, amending salary resolution 79-53, adding Courthouse Guide part-time position at $4.00 per hour. Supervisors Personnel Committee to recruit for this position.

Road Commissioner Bill Lincoln, and Jerry Vogt discussed road problems in Coulterville.

On motion of Clark, seconded by Weber, 125th Anniversary Celebration Committee authorized to purchase Courthouse guide tape from Fresno College.

On motion of Erickson, seconded by Clark, Sheriff's proposal for Small Animal Control Officer position approved. Sheriff not to fill position until recommendation received from County Personnel Committee regarding transferring part-time help.
On motion of Clark, seconded by Owings, Res. 79-63 was passed and adopted, transferring balances in Constable's budget for small animal control to Sheriff's budget.

On motion of Owings, seconded by Clark, letter to be written to William Royer, congratulating him on winning the election to congress.

Discussion took place regarding the wording for an emergency ordinance regarding logging vehicles using county roads in Coulterville. Supervisor Clark excused from meeting; Supervisor Clark advised his vote would be "aye" on the emergency ordinance under discussion. On motion of Erickson, seconded by Weber, emergency Ord. 507 was passed and adopted, prohibiting vehicles used for transportation of logs on or over Greeley Hill Road, Smith Station Road, or Bull Creek Road.

On motion of Owings, seconded by Erickson, smoking is prohibited in Board Room while Board of Supervisors is in session. Ayes: Owings, Erickson. Abstaining: Dalton, Weber. Absent: Clark.

There being no further business, the Board adjourned at 5:45 p.m. to meet in Administrative Practices Session Monday, April 16, 1979, 9:00 a.m.

ATTEST:

John J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met in Administrative Practices Session this 16th day of April, 1979, with all supervisors present.

Discussion took place on Personnel Policies and Procedures Committee's letter requesting direction on its compilation of department requests for reclassifications, personnel adjustments, and salary increases in light of Gary Foss' report. Clerk to notify Committee requesting presentation of its report to the Board following Mr. Foss' update. After reviewing Personnel Committee's letter on retirement benefits, it was the consensus of the Board that the Board's previous action would be reaffirmed: retirement benefits would be based on the highest salaried 36-month period.

Budget sessions ensued with Auditor Barbara Saye present. Following review with Don Phillips, Treasurer-Tax Collector's budget approved, with the exception of the request for $5,000 to purchase a bookkeeping machine. Following review with Sheriff Paul Paige and Jerry Neal, jail budget approved.

The Board adjourned to meet in executive session, requested by County Counsel regarding a legal matter pending litigation.

The Board adjourned for lunch at 12:05 p.m. and reconvened at 1:20 p.m.

Sheriff Dept. budget discussed.

Health Department budget discussed with Dr. Sturm present; Health Dept. budget approved.

Review of Sheriff Dept. budget continued with Paul Paige and Jerry Neal present. Sheriff Dept. budget approved.

Review of Constable's budget ensued with Ed Mankins present. Plan B, as submitted by the Constable, approved.

There being no further business, the Board adjourned to meet in regular session on Tuesday, April 17, 1979, 9:00 a.m.

EUGENE R. BALTON, JR., Chairman
Board of Supervisors

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 17th day of April, 1979, in regular session with all Supervisors present.

Supervisor Clark clarified and corrected his statements as presented in the Fresno Bee relative to an alleged illegal subdivision.

Minutes of April 9 and 10, 1979, were approved as mailed.


- General Fund $94,031.07
- Parks & Rec. Fund 2,586.76
- Water Agency Fund 970.00
- Contingent Fund 2,301.75
- Anti-Recession Fund 748.43
- Hornitos Lighting 124.16
- Coulterville Lighting 124.08
- Mariposa Lighting 1,042.93
- Mariposa Parking Maintenance 253.92
- S.A.P. 146.71
- Federal Administration 1,304.23
- Manpower 177.01
- P.S.E. 426.94
- Y.E.T.P. 54.46
- Title VI Fund 612.71
- Law Library 262.46
- Revenue Sharing Operating 475.89
- Justice Subvention Fund 873.95
- Don Pedro Sewer Zone 282.21
- Mariposa Pines 326.97
- Coulterville Service Area 637.30
- Yosemite West Maint. 9,671.55
- Don Pedro Unit 1-M 83.27
- Road Fund 31,114.85

Board discussed with County Clerk use of copy machine and other matters relating to the Clerk's office.

Road Commissioner Bill Lincoln discussed Road Dept. matters. On motion of Clark, seconded by Owings, Res. 79-64 was passed and adopted authorizing improvement of certain roads in accordance with Streets & Highways Code 969.5

Acting as the Coulterville County Service Area No. 1 Board of Directors, on motion of Clark, seconded by Owings, billing from Moldenhauer-Bennett in the amount of $1,554.74 for Coulterville Wastewater construction services approved.

On motion of Weber, seconded by Clark, Board requests the Planning Commission to make a recommendation to the Board regarding amending the General Plan to reflect a five acre minimum lot size in Bootjack.

On motion of Erickson, seconded by Weber, public hearings scheduled: continued public hearing on the General Plan Amendments, May 8, 1979, 2:00 p.m. General Plan Amendment No. 79-1, May 8, 1979, 2:30 p.m.
On motion of Clark, seconded by Erickson, amended Ord. 505 introduced, reading of amended Ord. 505 waived.

Acting as Coulterville County Service Area No. 1 Board of Directors, on motion of Owings, seconded by Weber, Ord. 508 introduced, providing for issuance of sewer revenue bonds, fixing form of bonds, and providing convenants for their protection. On motion of Owings, seconded by Weber, first reading of Ord. 508 waived.

On motion of Erickson, seconded by Owings, Ord. 509 was introduced, establishing a loading zone on Fifth Street. On motion of Erickson, seconded by Owings, first reading of Ord. 509 waived.

On motion of Owings, seconded by Erickson, billing from Foss & Assoc. in the amount of $595 for salary survey update services approved, and Auditor directed to draw a warrant.

On motion of Clark, seconded by Erickson, Board reaffirms its previous action that retirement benefits would be based on highest salaried 36-month period.

On motion of Owings, seconded by Weber, Food Stamp Program and remaining budget balance transferred to the Welfare Dept. as soon as feasible.

On motion of Clark, seconded by Weber, purchase of necessary items for the Mariposa Creek Cleanup Project approved: 6 McCloud Tools at $28.85 ea; 3 pruning shears at $22.95 ea. To be purchased by Parks & Rec. Dept.

Scott Pinkerton spoke regarding the Board's annual contribution to the Fair Premium Book. On motion of Clark, seconded by Owings, $325 approved from FY 79-80 budget for Mariposa County's ad in the 1979 Fair Premium Book.

On motion of Weber, seconded by Clark, Board adjourned to meet in Executive Session to obtain advice of Counsel.

The Board adjourned for lunch at 12:20 p.m. and reconvened in regular session at 2:30 p.m.

Supervisor Dalton excused.

On motion of Weber, seconded by Erickson, LAFCo requested to meet as soon as possible for the purpose of determining a service entity for Mariposa Basin and the proposed water development project.

Public hearing opened to consider Mr. Shadden's request for septic tank cleaning certificate of public convenience and necessity, Coulterville area. Mr. Shadden nor his representative present. Public input called for, and received from John Thomson, Health Dept., Mr. Sanchez, Mr. Westmoreland, and Mr. Shutt. Public hearing continued until 3:00 p.m.

On motion of Erickson, seconded by Owings, Robert Myers, Glen Gordo, and Samuel Thomas appointed to Surface Mining Technical Advisory Committee.

On motion of Weber, seconded by Erickson, Board affirmed Planning Commission appointments of Jim Sharp and Barry Brouillette to the Surface Mining Technical Advisory Committee.

Cecile Burfeind, Mental Health Advisory Board, spoke regarding the Mental Health Director position. On motion of Weber, seconded by Owings, Mental Health Director job description and recommended salary of $12,500 approved in concept. Advisory Board to include request in FY 79-80 budget proposal.

Public hearing continued on Mr. Shadden's request. Mr. Shadden nor his representative had arrived. On motion of Erickson, seconded by Weber, request of Mr. Shadden to obtain a certificate of public convenience and necessity denied. Clerk to advise Mr. Shadden that he may reapply for a public hearing if he desires.
Joan Faust, Employee Association representative, requested consideration of a ten percent cost-of-living increase for county employees. Board to request under advisement.

Supervisor Dalton returned to meeting.

Frank Long discussed the 125th Anniversary Celebration Committee, and vandalism of County fire trucks stored on his property. Supervisor Erickson to make recommendation to the Board regarding putting the vehicles stored at Frank Long's up for bid in order to dispose of them. Mr. Long commented on Supervisor Erickson's statement regarding cattleguards.

On motion of Clark, seconded by Weber, Res. 79-65 was passed and adopted, appropriating $10,000 to County Counsel budget - Professional and Specialized services.


On motion of Owings, seconded by Erickson, no smoking allowed in Board Room while Board of Supervisors is in session. Ayes: Erickson, Owings. Noes: Weber, Clark, Dalton. Motion failed.

Supervisors Dalton, Owings, and Weber support the Mariposa County Board of Supervisors' statement, as prepared, commenting in response to questions concerning certain activities on the part of the District Attorney's office. Supervisor Erickson abstained from supporting the statement due to the fact he was not a party to the real estate purchase initiated in May, 1978, nor was he a member of the Board of Supervisors at that time. Supervisor Clark abstained from supporting the statement due to the fact that his attorney had not reviewed the statement.

There being no further business, the Board adjourned at 5:15 p.m. in the memory of Connie Savage, to meet in Administrative Practices Session on April 23, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 23rd day of April, 1979, in Administrative Practices Session with all members present.

Discussion took place on Personnel Policies & Procedures Committee's letters. Board concurred that Chairman to pursue with Committee definitions of part-time temporary hourly employee, part-time hourly paid employee, and extra help. Request for Committee to review and make recommendation on Gary Foss' salary update action to take place at Board's April 24, 1979, meeting. Discussion ensued on increasing the Personnel Policies & Procedures Committee to include two public members, and approving step increases for two Road Dept. employees; action to take place at Board's meeting of April 24, 1979.

Mental Health Budget discussed with Mental Health representatives present; preliminary budget approved. Veterans Service Office budget discussed with Glen Power present; preliminary budget approved. Agriculture Commissioner's budget discussed with Don Cripe present.

The Board adjourned for lunch at 12:15 p.m., and reconvened at 1:30 p.m.

Agriculture Commissioner's budget discussion continued; preliminary budget approved as amended. Sealer of Weights & Measures budget discussed with Eldon Bartholomew present; additional discussion to take place at future budget session. Air Pollution budget reviewed with John Thomson present; budget approved as amended. Special Districts budgets reviewed with Roger McElligott; Special Districts Mgr. and Lake Don Pedro budgets approved.

The Board adjourned at 5:00 p.m. to meet in regular session on Tuesday, April 24, 1979, 9:00 a.m.

EUGENE B. DALTON, Chairman
Board of Supervisors

ATTEST:

Joan J. Lyck
Clerk of the Board
The Board of Supervisors, Mariposa County, met this 24th day of April, 1979, at 9:05 a.m. in regular session with Supervisors Dalton, Weber, Owings, and Clark present. Supervisor Erickson arrived at 9:15 a.m.

Minutes of April 16 and 17, 1979, approved as mailed.

On motion of Owings, seconded by Weber, the Consent Agenda approved:

On motion of Weber, seconded by Clark, Res. 79-66 was passed and adopted, increasing Personnel Policies and Procedures Committee membership to include two public members. Each Supervisor to submit one name from his district; selection to be done by lottery.

On motion of Weber, seconded by Clark, Personnel Policies & Procedures Committee to review Gary Posis' update and recommend to the Board if in the Committee's determination there are any inequities existing in Foss' comparison salary report.

On motion of Clark, seconded by Weber, Cathern Lavenroth, Account Clerk III Road Dept. to be started in step 2 of range 98-114; Sherelle Evans to be raised to step 2 of range 98-114, Account Clerk III, making Mrs. Evans eligible for six-month review on Sept. 1, 1979.

On motion of Clark, seconded by Erickson, Chairman authorized to sign agreement with Merced County Dept. of Agriculture for Weights and Measures Program in Mariposa County.

Supervisors Solid Waste Committee, Supervisors Owings and Erickson, to review with Special Districts Manager and Ct. Sanitarian to determine if the Lake Don Pedro 160 acre proposed dump site is suitable for County's needs.

On motion of Erickson, seconded by Weber, minutes of April 17, 1979, amended Supervisor Erickson abstained from supporting the (Supervisors) statement due to the fact that he was not a party to the real estate purchase initiated in May, 1978, nor was Supervisor Erickson a member of the Board of Supervisors at that time.

On motion of Owings, seconded by Weber, Chairman authorized to prepare a letter, subject to Board's review, requesting the Attorney General, take a lead in all ongoing land division investigations in Mariposa County, and review documentation presently in the possession of Board members, and discuss with Board members their knowledge of the ongoing land division investigations in order to ascertain whether or not investigation by the Attorney General should be initiated. Ayes: Owings, Weber, Dalton. Supervisor Erickson abstained from voting because he felt it was a request pertaining to a matter to which he was not a party to. Supervisor Clark abstained from voting due to the fact that his attorney had not reviewed the request.
Road Commissioner discussed with the Board several Road. Dept. matters including the off-system inspection of bridges being performed by Caltrans. County Counsel to prepare a resolution for Board's approval with respect to Road Dept. signing off on the encroachment/building permit prior to the Building Dept. issuing the building permit. On motion of Erickson, seconded by Clark, Road Commissioner authorized to request quotations and purchase a tilt-bed trailer; monies budgeted.

On motion of Weber, seconded by Owings, Board adjourned to meet in Executive Session at the request of the Road Commissioner on a legal matters.

On motion of Owings, seconded by Clark, County Counsel authorized to advise attorneys defending County in lawsuit filed by Mariposa County Telephone Co. that Board approved proposed settlement of $1350. On motion of Owings, seconded by Clark, $1350 for settlement of lawsuit filed by Mariposa County Telephone Co. to come out of Road Dept. funds and Auditor directed to draw a warrant: Bill Lincoln to advise Auditor of appropriate Road. Dept. line item.

The Board scheduled Administrative Practices Session, April 30, 1979, 7:00 p.m. to discuss Road. Dept. matters with Bill Lincoln.

Planner/Grantsman Bob Borchard requested hearing de novo which Board scheduled for Fish Camp Ramada Inn Project be continued. On motion of Owings, seconded by Erickson, hearing de novo on Planning Commission's findings on the Fish Camp Use Permit No. 107B (Ramada Inn) originally scheduled for May 1, 1979, 2:00 p.m., continued, per the Planning Office request, to May 22, 1979, 2:00 p.m. Clerk to notify appellant by certified mail. On motion of Clark, seconded by Owings, Chairman authorized to sign Environmental Consultant Services Contract No. 11-20-78-1A, Kassabam Estate, and 11-20-78-1B, Consultive Planners. If Environmental Impact Report does not include appropriate information with regard to the water source, renegotiation of the contract can be initiated by Planning Office. Bob Borchard to review McGlasson & Assoc. final billing for Parking District and make a recommendation to the Board.

On motion of Clark, seconded by Erickson, second reading of Ord. 505 waive and Ord. 505 was passed and adopted, re White Water Regulations.

On motion of Erickson, seconded by Weber, second reading of Ord. 509 was waived, and Ord. 509 was passed and adopted, re a loading zone on Fifth Street.

On motion of Clark, seconded by Weber, Chairman authorized to sign on behalf of the County, the lease for fixed-base operations at Mariposa Yosemite Airport and Airport Management Agreement.

On motion of Clark, seconded by Owings, Res. 79-67 passed and adopted, rescinding Res. 79-15 re Yosemite Credit Union deductions.

On motion of Clark, seconded by Owings, Clerk to write Yosemite Credit Union requesting Board of Directors allow permanent Mariposa County employees to authorize deductions from paychecks and deposit in Yosemite Credit Union.

The Board adjourned for lunch at 12:15 p.m. and reconvened in regular session at 2:25 p.m.

Acting as Coulterville County Service Area No. 1 Board of Directors, on motion of Owings, seconded by Weber, second reading of Ord. 508 waived, and Ord. 508 passed and adopted, providing for issuance of sewer revenue bonds, fixing form of bonds, and providing covenants for their protection. Public hearing opened on Ord. 506, amending Coulterville County Service Area No. 1 sewer and water Ord. 484. Public input called for; none received; hearing closed. On motion of Owings, seconded by Weber, rates
Supervisor Dalton excused.

On motion of Weber, seconded by Owings, Lola Youd selected as Senior Citizen of the Year representing Mariposa County. Supervisors to submit names for additional selection of Senior Citizen of the Year to represent Mariposa County.


Supervisor Dalton returned to meeting.

On motion of Clark, seconded by Erickson, Supervisors or general public to submit to the Clerk nominations of citizens to receive the Presidential Certificate for Outstanding Community Achievement of Vietnam Era veterans; action to be taken at Board's May 15, 1979, meeting.

On motion of Clark, seconded by Erickson, Board approves in concept RCRC dues in the amount of $1036.92 for FY 79-80.

Acting as the Mariposa County Lighting District Board of Directors, on motion of Clark, seconded by Owings, Clerk to write P.G.&.E. requesting street light no. 3277 in Horntitos be turned on.

Parks & Rec. Director Rich Begley discussed the historic grants available to the County. Supervisors Building Committee, Clark and Owings, to meet with Rich Begley to resolve the matter of the renovations to the Courthouse previously approved.

Building Inspector Larry James discussed the air conditioning bids received on the County Jail. On motion of Owings, seconded by Weber, bid from Avery Air in the amount of $7,082 for air conditioning upgrading in the County jail accepted; Building Inspector to perform inspection work.

On motion of Clark, seconded by Erickson, Building Dept.'s broken vehicle windshield billing in the amount of $135.38 to be paid out of Vehicle Property Damage fund. Building Inspector to supply Board with a detailed report of accident.

On motion of Owings, seconded by Clark, Res. 79-69 passed and adopted, approving Budget Transfers and Appropriations as presented by the Auditor.

On motion of Owings, seconded by Clark, General In-Lieu monies in the amount of $75,000 to be transferred into the Workers Comp Trust fund. On motion of Clark, seconded by Owings, Auditor authorized to deposit $3,000 into the Workers Comp. Trust Claim Account.

On motion of Clark, seconded by Owings, County Counsel to submit joint Grand Jury/Board of Supervisors audit specifications to firms indicated.
Clerk directed to contact Dave Atkins, Bureau of Land Management, to speak with the Board re the Wilderness issue. Clerk directed to contact Pat Sabelhaus to discuss assistance available to County for rehabilitating housing.

There being no further business, the Board adjourned at 5:10 p.m. to meet in Administrative Practices Session Monday, April 30, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
AGREEMENT

WEIGHTS AND MEASURES

THIS AGREEMENT, made and entered into the 24th day of April 1979, by the between the County of Mariposa, herinafter designated as the First Party; and the County of Merced, herinafter 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 1, Chapter 5, Provision 7, Title 1 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 Sealer of Weights and Measures within the boundaries of the County of Mariposa for the purpose of inspecting, weighing 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 the 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 of County of Mariposa or other law, rule, regulation, or order which may result from this inspection of weighing and measuring devices, as aforesaid.
f. This Agreement shall continue from the date of its execution for a period of one (1) year; and may be terminated by either party upon written notice within thirty (30) days.

APPROVED AS TO FORM

NEIL B. VAN WINKLE
MARIPOSA COUNTY COUNSEL
ATTEST:

JOAN J. LYNK
Clerk of the Board

COUNTY OF MERCED

BY: ____________________________, Chairman
Board of Supervisors

COUNTY OF MARIPOSA

BY: ____________________________, Chairman,
Board of Supervisors
The Honorable  
Board of Supervisors  
County of Mariposa  
Mariposa, Calif. 95338  

Re: Kassabaum Estates  
EIR Contract  

Gentlemen:  

The Environmental Consultant Services Contract has been negotiated between Mr. Max Hollis, the applicant, Mariposa County and Consultive Planners of Fresno. The contract is in the amount of $5,990.00 for this major subdivision near the Lake Don Pedro Subdivision. Of this amount, $5,640.00 is sub-contracted to Consultive Planners and $350.00 is to cover County Fiscal Impact Analysis Costs.

I am requesting that the Board approve and authorize the Chairman to sign these contracts:

11-20-78-1A Mariposa County and Kassabaum Estates and,  
11-20-78-1B Mariposa County and Consultive Planners.

Thank you for your attention to this matter.

Sincerely,

[Signature]

ROBERT L. BORCHARD  
Planner/Grantsman
ENVIROMENTAL REVIEW SERVICE'S AGREEMENT
COUNTY OF MARIPosa
PLANNING OFFICE CONTRACT NO. 11-20-78-1A

THIS AGREEMENT, Executed in duplicate this ______ day of
April __________, 1979. by and between the COUNTY OF MARIPosa, a
political subdivision of the State of California, hereinafter referred to as
"COUNTY", and KASSARAUN ESTATES SUBDIVISION
hereinafter referred to as "PROJECT APPLICANT".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, conditions, and agreements
to be kept and performed by each of the respective parties hereto, it is hereby
agreed as follows:

1. COUNTY, acting in the capacity of lead agency as defined under
the California Environmental Quality Act (Sections 15030 and 15065 of the
California Administrative Code), shall prepare or cause to be prepared an
Environmental Impact Report as specified by the Resources Agency of the State
of California for said Project described in Exhibit "A" attached hereto and
made a part hereof as though set out in full. Said Project as herein above
described, was submitted to the COUNTY for action at initiative of the PROJECT
APPLICANT.

2. COUNTY shall provide PROJECT APPLICANT reasonable opportunity to
contribute comments, information or such other documentation as may be required
for the preparation and evaluation of the Environmental Impact Report for said
project herein described.

3. PROJECT APPLICANT, in consideration of services provided herein
shall pay the sum of $5,990.00, to be deposited with the Mariposa
County Planning Office. In the event that such real and actual costs of the
preparation of the required Environmental Impact Report should be less than
specified herein, the difference between such real and actual costs and the
amount deposited shall be refunded to the Project Applicant.
4. PROJECT APPLICANT shall be responsible for such reasonable
additional costs incurred in the preparation of the Environmental Impact
Report subject to the establishment of such costs between the COUNTY and the
PROJECT APPLICANT and the preparation and execution of an addendum to this
agreement, to become a part herewith and henceforth.

5. PROJECT APPLICANT agrees to indemnify, defend, hold, and save
COUNTY free and harmless of, from, and against any and all claims, liability,
loss or damage whenever so suffered or sustained by COUNTY, its agents, employees,
subcontractors, or any third person, which loss, injury, death, or damage shall
be caused by or in any way result from or arise from any act, omission, or
negligence of PROJECT APPLICANT in performance of his duties and obligations
under this agreement.

6. Time is of the essence of this agreement.

DATED: April 24, 1979, at Mariposa, California.

COUNTY OF MARIPosa

APPROVED AS TO FORM:

By

EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

DATE:

ATTEST:

JOHN LYNK, CLERK OF THE BOARD

PROJECT APPLICANT:

KASSABAUM ESTATES SUBDIVISION

KATHLEEN MONLEY, SECRETARY
PLANNING COMMISSION

JAY STOFFEL, Agent
THIS AGREEMENT, executed in duplicate this 24th day of April, 1979, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CONSULTIVE PLANNERS, hereinafter referred to as "CONSULTANT".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, conditions, and agreements to be kept and performed by each of the respective parties hereto, it is hereby agreed as follows:

1. COUNTY hereby employs CONSULTANT to perform the services hereinafter set forth at the compensation and upon the terms and conditions herein after expressed, and CONSULTANT hereby agrees to perform such services for said compensation and upon said terms and conditions.

2. CONSULTANT shall prepare for COUNTY a 'draft' environmental impact report and such documentation as maybe required for presentation of the final accepted environmental impact report, hereinafter referred to as "EIR" for that project described in Exhibit "A" attached hereto and made a part hereof, as though set out in full.

3. CONSULTANT shall file 15 copies of the 'draft' EIR with the Planning Office of COUNTY on or before the 15th day of June, 1979.

4. CONSULTANT shall set forth in said 'draft' EIR all of the required elements specified by California State Statues, Administrative Code Regulations, Ordinances of COUNTY, and the guidelines specified by the Resources Agency of the State of California. Failure of CONSULTANT to set forth in said 'draft' EIR said specified elements shall constitute a breach of this Agreement.
5. CONSULTANT shall be present and participate in the hearing in connection with the approval or disapproval of the 'draft' EIR, provided that the time required to be spent at any such public hearing(s) shall not exceed four hours in total. CONSULTANT shall explain in writing, or at the hearing, to any and all persons the conclusions, statements, and findings contained in said 'draft' EIR.

6. In the event there was an area of concern to CONSULTANT which CONSULTANT could not resolve, then CONSULTANT would apply to the Mariposa County Planning Commission for clarification in writing. If such written clarification is given by the Mariposa County Planning Commission, then it shall control the subject matter to be covered.

7. In the event CONSULTANT discovers that there is insufficient data to make adequate conclusions, then CONSULTANT shall advise COUNTY of that deficiency and recommend the kind and nature of further studies to be made.

8. CONSULTANT is an independent contractor and not an employee of COUNTY. Neither CONSULTANT or any person working for or on behalf of said CONSULTANT is or shall be considered an employee of COUNTY under any circumstances in connection with this agreement.

9. The 'draft' EIR, the Final EIR, and all data, materials, maps, plans, documents, or other information collected, compiled, or otherwise gathered by CONSULTANT in connection with or pertaining to the preparation of the EIR referred to in this Agreement is the property of COUNTY and shall be delivered to COUNTY at any time upon request or as otherwise specified in this Agreement, provided that such material or information shall not be available on or after six months following the filing of the Notice of Determination with the County Clerk. To carry out the purposes and conditions of this Section, COUNTY shall have the right at all reasonable times and at all reasonable hours to inspect the records, files, and books of CONSULTANT which pertain to or are
in connection with the preparation of the EIR as herein specified.

10. CONSULTANT shall have access to any records or documents within or under the control of COUNTY required to develop and present an acceptable draft Environmental Impact Report. The employees of COUNTY shall assist and cooperate with CONSULTANT.

11. COUNTY shall pay to CONSULTANT a sum not to exceed

FIVE THOUSAND SIX HUNDRED FORTY and 00/100 DOLLARS

($5640.00) for services rendered under provisions of this agreement.

COUNTY shall pay CONSULTANT in accordance with the following provisions and schedules:

a. All CONSULTANT payment claims shall be submitted showing costs incurred in accordance with specifications included in Exhibit "B" attached hereto and made a part hereof as though set out in full.

b. CONSULTANT may submit a progress payment request in an amount not to exceed EIGHTEEN HUNDRED EIGHTY AND 00/100 DOLLARS ($1,880.00) upon filing of a "preliminary draft" EIR with the Mariposa County Planning Office.

c. CONSULTANT may submit a progress payment request in an amount not to exceed EIGHTEEN HUNDRED EIGHTY AND 00/100 DOLLARS ($1,880.00) upon acceptance of the "draft" EIR by the Mariposa County Planning Commission.

d. COUNTY shall pay to CONSULTANT the remaining unpaid actual cost for the EIR, but in no event to exceed EIGHTEEN HUNDRED EIGHTY AND 00/100 DOLLARS ($1,880.00), on or after the time for filing the Notice of Determination with the County Clerk. In the event COUNTY shall not file a Notice of Determination as required by Section 15065(g) of the Guide
times for implementation of the California Environmental Quality
Act of 1970 within 180 days from the date of this Agreement and CONSULTANT has complied with all of the terms and
conditions of this Agreement, then upon the expiration of said
180 days, CONSULTANT shall be entitled to the remain-
ing unpaid actual cost for the EIR, but in no event to exceed
$1,880.00 provided CONSULTANT shall submit a voucher
therefor, and the same is processed in accordance with the normal
fiscal procedures of COUNTY.

6. COUNTY shall, on completion, to the satisfaction, of the Mariposa
County Planner/Grantsman, of all services described herein, process
811 progress payments and final payment in accordance with the
normal fiscal procedures of COUNTY.

12. If the 'draft' EIR is not accepted by the Mariposa County Planning
commission, CONSULTANT shall have ten days after such notice to make the 'draft' EIR comply with the requirements specified by COUNTY. In the event CONSULTANT shall not file the new or amended 'draft' EIR within the time herein specified such failure shall constitute a breach of this Agreement.

13. The failure of CONSULTANT to complete the work herein specified or to meet the time schedule herein specified or to fail to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement, and COUNTY may, upon notice, terminate the Agreement. The mailing of such notice shall constitute said termination, and said notice shall be mailed to CONSULTANT at 1111 Fulton Hall, Suite 306, Fresno, Calif. 93721

14. Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall have the right to recover damages for any violation of any of the provisions of this Agreement. The right to such damages is not
waived by COUNTY because CONSULTANT may or may not have completed the duties pursuant to this Agreement.

15. CONSULTANT shall not assign, transfer, or convey any interest or right in and to this Agreement without the written consent of COUNTY first had and obtained. Any assignment or transfer made without such written consent shall terminate this Agreement.

16. The terms and conditions of this Agreement shall bind the heirs executors, administrators, and assigns of the respective parties hereto.

17. CONSULTANT agrees to indemnify, defend, hold and save COUNTY free and harmless of, from, and against any and all claims, liability, loss or damage whenever so suffered or sustained by COUNTY, its agents, employees, subcontractors, or any third person, which loss, injury, death, or damage shall be caused by or in any way result from or arise from any act, omission, or negligence of CONSULTANT in performance of his duties and obligations under this agreement.

18. Time is of the essence of this Agreement.
Dated: April 24, 1979, at Mariposa, California.

County of Mariposa

Approved as to form:

Eugene P. Dalton, Jr., Chairman
Board of Supervisors

Neil B. Van Winkle, County Counsel

Date: ________

[Signature]

Chairman, Planning Commission
Forbes Simpson

Attest:

Joan Lynn, Clerk of the Board

Consultant:

Consultive Planners

[Signature]

Kathleen Horley, Secretary
Planning Commission

[Signature]

Principal, Michael P. Paoli
Principal Planner
"Exhibit A"

SCOPE OF ENVIRONMENTAL CONCERNS

Prepared For

KASSABAUM ESTATES

a

PROPOSED MAJOR SUBDIVISION, FILE NO. 11-02-78

I. Description of the Project: This section is to be written in conformance with state law (Section 15141 California Administrative Code), and Planning Commission Resolution No. 42.

II. Description of the Environmental Setting: This section is to be written in conformance with state law (Section 15142 California Administrative Code) and Planning Commission Resolution No. 42.

III. Environmental Effects to be addressed:

   a) Increased demand for public services as a growth inducing impact (all public services i.e. fire & law enforcement protection, schools, recreation, hospital & ambulance services, general County services, etc). This section should address the expected revenues to be derived by the County in relationship to the expenditures by the County to give services. The key words here is "growth inducing" for while the project is only for dividing land, this provides the potential for home sites.

   b) A market analysis to determine demand for the project (in this case the sale of lots). This should take into account past development in the area (i.e. Don Pedro).

   c) Increased traffic and congestion on the existing road system.

   d) Impacts of septic disposal, with particular emphasis on ground water quality and potential health problems. This section should discuss any special methods to be employed (i.e. "mounding").

   e) Flooding, erosion or siltation that could result from the proposed project or growth inducing impacts (i.e. building pads & driveways for future homesites).

   f) A determination as to the availability of water. This should go beyond a "can and will serve" notice from Sierra Highlands. It should also discuss the ability to serve both now and in the future when the area reaches full development.

   g) Energy conservation.

   h) Parcel sizes proposed in relationship to the land use designation of the General Plan. The possibility of further division and the resultant impacts (all of the above) must be addressed.

Each of the above should be discussed with respect to:

   (1) Insignificant effects.

   (2) Significant effects.

   (3) Mitigation measures.
(d) Significant effects which could not be avoided if the project is implemented.

IV. Alternatives to the proposed action.

V. Relationship between local short term uses and the maintenance and enhancement of long term productivity.

VI. Any significant irreversible environmental changes which would be involved in the proposed action should it be implemented.

VII. Growth inducing impacts of the proposed action.

VIII. Organizations and persons consulted.

IX. Water quality aspects as required by CEQA Guidelines, Section 15145.

Note: This detailed outline is not intended to supercede CEQA Guidelines (Section 15000 et. seq. Cal. Admin. Code), Board of Supervisors' Resolution No. 78-142, or Planning Commission Resolution No. 42. All of the requirements of these documents are to be included in the draft EIR.
This Balance-of-State/County Agreement (BOS/CA) modification is entered into between the Employment Development Department, CETA Balance-of-State, hereinafter referred to as the Grantor, and the County of MARIPOSA, hereinafter referred to as the County.

All work to be performed under Subgrant Agreements executed pursuant to this BOS/CA, will be in accordance with the Comprehensive Employment and Training Act (CETA) of 1978, as amended, applicable CETA rules and regulations, the Assurances and Certifications, and Standards of Program, and narrative descriptions contained in this BOS/CA.

Subgrant Agreements to be submitted pursuant to the BOS/CA will be in accordance with the CETA rules and regulations and instructions issued by the Secretary of Labor or his designee. All CETA-funded activities carried out by the County may be included in appropriate Subgrant Agreements submitted.

This Balance-of-State/County Agreement modification is effective when signed by an authorized representative of the County and countersigned and dated by the Executive Director of California Balance-of-State.

4-24-79

County Signature                      Date                      Balance-of-State Signature                      Date

Eugene Dalton, Chairman Brd. of Sup.  Typed Name and Title

Typed Name and Title
Assurances, Certifications and Standards of Program

I. General Assurances

A. Compliance

As a condition for receipt of CETA funds under subgrants with the California Balance-of-State Prime Sponsor, Mariposa County, assures that, in the implementation of all subgrants and operations of all programs funded under CETA, it will fully comply with the requirements of the Comprehensive Employment and Training Act (Public Law 95-524), as it may be amended, all federal regulations issued pursuant to the Act, all policies and procedures promulgated by DOL/BOS (e.g., BOS Bulletins and DOL Regional Bulletins), all applicable Federal, State, and local laws.

B. Additional Assurances

The following assurances are also made, for implementation of all subgrants, sub-subgrants, and subagreements, sub-subagreements, concerning items specified below:

The recipient assures that:

1. OMB

It will comply with OMB Circular A102 and Federal Management Circular 74-4.

2. Delivery

Activities conducted under the terms of subgrants with the Prime Sponsor will be geared to meet the requirements of the prime sponsor. The prime sponsor's decisions will be final, conclusive, and binding on the parties concerned.

3. Management Procedures

It will establish and maintain internal program management procedures which meet acceptable management standards, including procedures specified in the Comprehensive Employment and Training Act.

4. Hold Harmless

It will indemnify and hold the prime sponsor harmless from all liability for damage to persons or property arising out of or resulting from the act or omissions of the recipient.

5. Subcontracting

Any work or services subcontracted hereunder shall be specified by a written sub-contract or agreement.
II. Administrative Standards

The recipient assures that:

A. Choice of Sub-Subgrantees

For sub-grants, and sub-subcontracts in excess of $100,000, or where the contracting officer has determined that orders under a sub-subcontract in any year will exceed $100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt:
(1) no facility will be utilized in the performance of the proposed grant if it has been listed on the EPA List of Violating Facilities; (2) it will notify the prime sponsor, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the sub-grant is under consideration to be listed on the EPA List of Violating Facilities; and (3) it will include substantially this assurance including this third part, in every nonexempt sub-subgrant -- sub-subcontract.

B. Displacement

It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

C. Discrimination

It will comply with Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352). No portion of its CETA program will in any way discriminate against, deny benefits to, deny employment to or exclude from participation any persons on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. Recipient further assures that affirmative action will be taken to ensure compliance.

D. Fraud and Abuse

In the administration of its programs under the Comprehensive Employment and Training Plan, it will fully comply with safeguards against fraud and abuse as set forth in the CETA amendments of 1978 and pursuant Federal regulations.

E. Targeting of Service

Employment and training services will be targeted to those most in need of them, including but not limited to, low-income persons, handicapped individuals, persons facing barriers to employment commonly experienced by older workers, and persons of limited English-speaking ability.

F. Political Activity

It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
III. Recipient Certification

A. Certification

The recipient certifies that the information in this subagreement is correct to the best of its knowledge and belief.

B. Legal Authority

Documentation of legal authority to sign this BOS/CA and/or these assurances and certifications is evidenced via a resolution, motion, or similar action duly adopted and passed as an official act of the governing body. Such documentation directs and authorizes the person identified as the official representative of the subgrantee to submit and act in connection with this subagreement and to provide such additional information as may be required.

C. Subgrants

All signators to subgrants submitted under this BOS/CA will be duly authorized by the governing body to sign and act in connection with the subgrant.

I have read the Assurances and Certifications and Standards of Program.

By (Signature) ________________________________  (Date)  4-24-79

Name and Title:
Eugene Dalton, Chairman Board of Supervisors
Bethanne Dowlan, Project Administrator
RESOLUTION NO. ________

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF Mariposa

(A RESOLUTION AUTHORIZING THE EXECUTION OF CETA AGREEMENTS)

BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Mariposa

________________________, State of California, that:

1. The Comprehensive Employment and Training Act (CETA) Agreements between the Balance-of-State, Employment Development Department, as Prime Sponsor and the County of Mariposa, as Subgrantee, should be and are approved.

2. The Chairman of the Board of Supervisors or Project Administrator (Position/Title)

is hereby authorized and directed to sign and execute all agreements and modifications for and on behalf of the County of Mariposa.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa

________________________, at a regular meeting of said Board, held on the _______ day of _____________, 19____, by the following vote of said Board:

Board:__________________ AYES:

NOES:

ATTEST:__________________ ABSENT:

BY: ______________________ Chairman, Board of Supervisors

and ex-officio Clerk, Board of Supervisors, County of Mariposa

California.

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

ATTEST: ___________________, 19____
This Subgrant is entered into by the Prime Sponsor and the County of Mariposa hereinafter referred to as the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1978 as amended. This Subgrant X Modification consists of this sheet and those of the following as designated with an "X":

- Program Operating Plan(s) (Exhibit A)
- Program Narrative (Exhibit B)
- Program Budget Summary (Exhibit C)
- Program Budget Detail (Exhibit C)
- Affirmative Action Assurance of Compliance
- Special Provisions

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<th>10-1-78 through 9-30-79</th>
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<td>65,060</td>
<td>Period</td>
<td>10-1-78 through 9-30-79</td>
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**MODIFICATION:**

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</table>

- New Term
- Term Unchanged

*When modifying, Allocation and Obligation figures should be the same as New Total.*

**MODIFICATION**

The purpose of this modification is (10) to add the attached Special Provisions to the Subgrant, and to incorporate, by this reference, all terms and conditions of the BOS/CA entered into on 8-1-78, Registration # 7800-4914, and all modifications thereto.

**APPROVED FOR THE SUBGRANTEE**

1. By (Signature) Date 4-24-79

**APPROVED FOR THE PRIME SPONSOR**

13. By (Signature) Date

**NAME AND TITLE**

- Eugene Dalton, Chairman
- ard of Supervisors
- thanne Dowlan
- ector Administrato

NAME AND TITLE

- Jarvis Arellano,
- ector Director
- alifornia Balance of State
SPECIAL PROVISIONS

A. Provision of Funding:

1. Initial and continued funding for this subgrant are contingent upon prime sponsor receipt of requisite funds from the Department of Labor (DOL). If DOL suspends or terminates, in whole or in part, the flow of CETA funds to the prime sponsor, funding for this subgrant shall cease.

2. Unearned payments under this subgrant may be suspended or terminated upon the subgrantee’s refusal to accept any additional conditions that may be imposed by the Department of Labor and/or the prime sponsor at any time.

B. Modification:

1. Subgrantee modifications to planned activity may be made on a quarterly basis. Each modification will be submitted at least six weeks in advance of the calendar quarter in which the modified activity is to be initiated.

2. The subgrantee agrees to submit a written modification to plan prior to effecting any change which exceeds (plus or minus 15 percent) any budgeted component, cost category or service level.

3. The prime sponsor agrees to make any changes to this subgrant only through a written modification.

4. All modifications to plan initiated by the subgrantee must be approved by the prime sponsor prior to operational implementation.

5. The prime sponsor may make a unilateral modification to this subgrant at any time. A copy of each unilateral modification will be provided to the subgrantee.

C. Termination:

1. The performance of work under this subgrant may be terminated in whole or in part for either of the two following circumstances:

   a) Termination for convenience. Either the prime sponsor or the subgrantee may request a termination for convenience. A thirty-calendar-day written advance notice is required prior to the effective date of any termination for convenience. The subgrantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
b) **Termination for Cause.** The prime sponsor may terminate this subgrant when it has determined that the subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this subgrant. If the subgrantee fails to perform in whole or in part under this subgrant or fails to make sufficient progress and endangers performance, the prime sponsor will notify the subgrantee of such unsatisfactory performance in writing. The subgrantee has ten (10) working days in which to respond with a plan agreeable to the prime sponsor for correction of the deficiencies. If the subgrantee does not respond within the appointed time with appropriate plans to correct the unsatisfactory performance, the prime sponsor will serve a termination notice on the subgrantee which will become effective within thirty (30) days after receipt. In the event of such termination, the prime sponsor shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this subgrant.

(1) The subgrantee shall have the right to appeal any such determination made by the prime sponsor, except that if the subgrantee has failed to submit its appeal within 30 calendar days from the date of the termination notice and has failed to request an extension of such time, it shall have no such right of appeal.

2. The subgrantee will submit a subgrant closeout within 60 days of the effective date of the termination.

3. In any case where the prime sponsor has made a determination of the amount due the subgrantee, the prime sponsor shall pay to the subgrantee the following:

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b) If an appeal has been taken, the amount finally determined on such appeal.

4. In arriving at the amount due the subgrantee under item 3 above, there shall be deducted:

a) all unliquidated advance or other payments on account theretofore made to the subgrantee, applicable to the terminated portion of this subgrant;

b) any claim which the prime sponsor may have against the subgrantee in connection with this subgrant; and

c) the agreed-for price for, or the proceeds of the sale of, any materials, supplies, or other things acquired by the subgrantee, or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the prime sponsor.
5. If the termination hereunder be partial, prior to the settlement of the terminated portion of this subgrant, the subgrantee may file with the prime sponsor a request in writing for an equitable adjustment of the price or prices specified in the subgrant relating to the continued portion.

D. Work Experience:

In no event shall work experience participants under this subgrant be referred to or placed with other than nonprofit organizations. It is understood that work experience in the private for-profit sector is prohibited.
**SUBGRANT AGREEMENT**

(1) **CETA TITLE**: IV YETP

(2) **REGISTRATION #:** 7800-2312

(3) **MODIFICATION NO.:** Three

(4) **SUBGRANTEE**: County of Mariposa
   P.O. Box 1925
   Mariposa, CA 95338

This Subgrant is entered into by the Prime Sponsor and the (5) **County of Mariposa** hereinafter referred to as the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1978 as amended. This Subgrant X Modification consists of this sheet and those of the following as designated with an "X":

- Program Operating Plan(s) (Exhibit A)
- Program Narrative (Exhibit B)
- Program Budget Summary (Exhibit C)
- Program Budget Detail (Exhibit C)
- Affirmative Action Assurance of Compliance
- Special Provisions

**ALLOCATION**: $5000

**OBLIGATION**: $25590

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<td>9/30/79</td>
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Term Unchanged through

*When modifying, Allocation and Obligation figures should be the same as New Total.*

The purpose of this modification is (10) to add the attached Special Provisions to the Subgrant, and to incorporate, by this reference, all terms and conditions of the BOS/CA entered into on 8/1/78 , Registration # 7800-4914 , and all modifications thereto.

**APPROVED FOR THE SUBGRANTEE**

11) **By (Signature)**
    Date 4-24-79

**APPROVED FOR THE PRIME SPONSOR**

(13) **By (Signature)**
    Date

**NAME AND TITLE**

<table>
<thead>
<tr>
<th>Jarvis Arellano, Executive Director California Balance of State</th>
</tr>
</thead>
</table>

**ETA 36 Rev. 3 (4-79)**
SPECIAL PROVISIONS

A. Provision of Funding:

1. Initial and continued funding for this subgrant are contingent upon prime sponsor receipt of requisite funds from the Department of Labor (DOL). If DOL suspends or terminates, in whole or in part, the flow of CETA funds to the prime sponsor, funding for this subgrant shall cease.

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B. Modification:

1. Subgrantee modifications to planned activity may be made on a quarterly basis. Each modification will be submitted at least six weeks in advance of the calendar quarter in which the modified activity is to be initiated.

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<table>
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<th>ALLOCATION $ 271,495</th>
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<td>OBLIGATION $ 271,495</td>
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<tr>
<td>Decrease</td>
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</table>

New Total* $ 271,495 $ 271,495

New Term through

When modifying, Allocation and Obligation figures should be the same as New Total.

**MODIFICATION**

The purpose of this modification is to add the attached Special Provisions to the Subgrant, and to incorporate, by this reference, all terms and conditions of the BOS/CA entered into on 3/1/78, Registration # 7800-4914, and all modifications thereto.

**APPROVED FOR THE SUBGRANTEE**

11) By (Signature) Date 4-24-79

**APPROVED FOR THE PRIME SPONSOR**

13) By (Signature) Date

**NAME AND TITLE**

Eugene Dalton, Chairman Board of Supervisors
Bethanne Dowian Acting Project Administrator

ETA 36 Rev. 3 (4-79)
SPECIAL PROVISIONS

A. Provision of Funding:

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portion.

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**SUBGRANT AGREEMENT**

<table>
<thead>
<tr>
<th>(1) CETA TITLE</th>
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<th>(3) MODIFICATION NO.</th>
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**PRIME SPONSOR**
- State of California
- CETA Balance-of-State
- Employment Development Department
- 800 Capitol Mall, MIC 39
- Sacramento, CA 95814

**SUBGRANTEE**
- County of Mariposa
- P. O. Box 1915
- Mariposa, CA 95338

This Subgrant is entered into by the Prime Sponsor and the County of Mariposa hereinafter referred to as the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1978 as amended. This Subgrant X Modification consists of this sheet and those of the following as designated with an "X":

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- Special Provisions

**ALLOCATION** $568,012 * Period 2-1-77 through 9-30-79

**OBLIGATION** $568,012 * Period 2-1-77 through 9-30-79

**MODIFICATION:**

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*When modifying, Allocation and Obligation figures should be the same as New Total.

**MODIFICATION**

The purpose of this modification is (10) to add the attached Special Provisions to the Subgrant, and to incorporate, by this reference, all terms and conditions of the BOS/CA entered into on 8-1-78 , Registration # 7800-4914 , and all modifications thereto.

<table>
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<td>11) By (Signature)</td>
<td>(13) By (Signature)</td>
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<tr>
<td>Date 4-24-79</td>
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**NAME AND TITLE**

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<th>12) NAME AND TITLE</th>
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<tbody>
<tr>
<td>Eugene Dalton, Chairman</td>
<td>Jarvis Arellano,</td>
</tr>
<tr>
<td>Board of Supervisors</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Bethanne Dowlan</td>
<td>California Balance of State</td>
</tr>
<tr>
<td>Project Administrator</td>
<td></td>
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</table>

CETA 36 Rev. 3 (4-79)
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<tr>
<th>(1) CETA TITLE</th>
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<tbody>
<tr>
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<td></td>
<td>CETA Balance-of-State</td>
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<td>Employment Development Department</td>
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<td>860 Capitol Mall, MIC 39</td>
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<table>
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<th>(4) SUBGRANTEE</th>
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</thead>
<tbody>
<tr>
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<td>P.O. Box 1315</td>
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<tr>
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<td>Mariposa, CA 95338</td>
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**MODIFICATION:**

| Prior Amount | $600 |
| Increase     | $600 |
| Decrease     | $600 |

New Total: $600

New Term: through

*When modifying, Allocation and Obligation figures should be the same as New Total.

**MODIFICATION**

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<tbody>
<tr>
<td></td>
<td>Eugene Dalton, Chairman</td>
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<tr>
<td></td>
<td>Jarvis Arellano, Executive Director</td>
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<td>California Balance of State</td>
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**CETA 36 Rev. 3 (4-79)**
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C. **Termination:**

1. The performance of work under this subgrant may be terminated in whole or in part for either of the two following circumstances:

   a) **Termination for convenience.** Either the prime sponsor or the subgrantee may request a termination for convenience. A thirty-calendar-day written advance notice is required prior to the effective date of any termination for convenience. The subgrantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
b) **Termination for Cause.** The prime sponsor may terminate this subgrant when it has determined that the subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this subgrant. If the subgrantee fails to perform in whole or in part under this subgrant or fails to make sufficient progress and endangers performance, the prime sponsor will notify the subgrantee of such unsatisfactory performance in writing. The subgrantee has ten (10) working days in which to respond with a plan agreeable to the prime sponsor for correction of the deficiencies. If the subgrantee does not respond within the appointed time with appropriate plans to correct the unsatisfactory performance, the prime sponsor will serve a termination notice on the subgrantee which will become effective within thirty (30) days after receipt. In the event of such termination, the prime sponsor shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this subgrant.

(1) The subgrantee shall have the right to appeal any such determination made by the prime sponsor, except that if the subgrantee has failed to submit its appeal within 30 calendar days from the date of the termination notice and has failed to request an extension of such time, it shall have no such right of appeal.

2. The subgrantee will submit a subgrant closeout within 60 days of the effective date of the termination.

3. In any case where the prime sponsor has made a determination of the amount due the subgrantee, the prime sponsor shall pay to the subgrantee the following:

   a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the prime sponsor; or

   b) If an appeal has been taken, the amount finally determined on such appeal.

4. In arriving at the amount due the subgrantee under item 3 above, there shall be deducted:

   a) all unliquidated advance or other payments on account theretofore made to the subgrantee, applicable to the terminated portion of this subgrant;

   b) any claim which the prime sponsor may have against the subgrantee in connection with this subgrant; and

   c) the agreed-for price for, or the proceeds of the sale of, any materials, supplies, or other things acquired by the subgrantee, or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the prime sponsor.
5. If the termination hereunder be partial, prior to the settlement of the terminated portion of this subgrant, the subgrantee may file with the prime sponsor a request in writing for an equitable adjustment of the price or prices specified in the subgrant relating to the continued portion.

D. Work Experience:

In no event shall work experience participants under this subgrant be referred to or placed with other than nonprofit organizations. It is understood that work experience in the private for profit sector is prohibited.
LEASE FOR FIXED-BASE OPERATIONS
AT
MARIPOSA-YOSEMITE AIRPORT

This lease is entered into, subsequent to public bid
procedures conducted by the County of Mariposa between the COUNTY
OF MARIPOSA, hereinafter referred to as "COUNTY", and HANSEL W.
TURLEY (successful bidder), doing business as "Yosemite Aviation
Service, Inc.", hereinafter referred to as "LESSEE", for fixed-
base operations at Mariposa-Yosemite Airport, Mariposa,
California.

In consideration of the payment of rental and the per-
formance of the covenants and conditions hereinafter contained,
to be kept and performed by the respective parties hereto, it is
mutually agreed as follows:

GENERAL PROVISIONS

I. LEASED PREMISES. COUNTY leases to LESSEE, for the
term and upon the conditions hereinafter provided, a portion of
the parcel of real property designated as:

The hangar area, tie-down area, administration building,
private residence, gasoline storage and dispensing facility,
and parking area of the Mariposa-Yosemite Airport, situated
at Mount Bullion, excepting that portion of airport property
commonly referred to as the golf course as shown outlined in
red on the map attached hereto as Exhibit "A", and reserving
to the County those portions of County-owned lands contigu-
ous to and part of the airport not herein described,

II. TERM OF LEASE. The term of this lease shall be
five years commencing on January 1, 1979, and shall expire
December 31, 1983.

III. USES PERMITTED. LESSEE is authorized, but not re-
quired, to offer the following normal FBO services to the public
and to perform the following functions on the leased premises:
a) Aircraft ground and flight school.
b) Aircraft charter and rental.
c) Sale of new and used aircraft.
d) Maintenance and repair of aircraft.
e) Sale of aircraft parts and accessories.
f) Sale of aircraft insurance.
g) Sale of aviation gasoline and petroleum products.
h) Fixed-base airport operation.
i) Air taxi service.
j) Touring service.
k) Counter sales.
l) Restaurant and food dispensing services.
m) Aircraft tie-down and hangar facility rental.
n) Vehicle rentals.

LESSEE shall not improve or use the leased premises, or any portion thereof, for any other purpose unless such improvement or use is approved in advance in writing by COUNTY.

Nothing contained herein shall be deemed to give LESSEE exclusive rights in connection with any of the uses permitted herein, save and except non-aeronautical activities hereinafter referred to in Paragraph V, Subparagraph S.

IV. USE OF AIRFIELD FACILITIES. LESSEE shall have the non-exclusive right to the use of the runways and taxiways of the airfield, the public waiting rooms, restrooms, and other public spaces in the administration building, the roadways and landing aids, and other public facilities provided by COUNTY for the convenience of airfield customers.
V. RENTAL AND TERMS

A. LESSEE shall pay COUNTY, as minimum rental for the demised premises, the following:

1. LESSEE shall pay to COUNTY One Cent ($0.01) per gallon for all gasoline sold by LESSEE at the airport. Said One Cent per gallon shall be paid to COUNTY on a quarterly basis, and LESSEE shall provide appropriate accounting summaries to accompany each quarterly payment to COUNTY. Said One Cent per gallon shall be deposited in a County fund for airport operation and maintenance.

2. LESSEE shall, subject to the dominion and control of the airport property by COUNTY, be the non-exclusive vendor of petroleum products including fuel and oil at the airport and shall have the right to select his own fuel supplier without the necessity of obtaining COUNTY'S approval therefor. LESSEE shall provide COUNTY with a copy of said petroleum agreement with supplier selected.

3. LESSEE shall, subject to the dominion and control of the airport property by COUNTY, have the right to keep all profits from the sale of aviation gasoline and petroleum products on the premises, excepting gallonage payments to COUNTY as hereinabove provided, and shall, subject to the dominion and control of the airport property by COUNTY, have the right to lease tie-down and hangar space and other facilities presently provided upon the property, upon such terms which are consistent with applicable federal, state, and county laws, regulations, policies, and the terms of this airport lease and management agreement. LESSEE accepts the residence on the demised premises
in its "as is" condition and shall pay all utility costs related
to the occupation and/or use of said residence. Any improvements
and/or maintenance on said residence required by LESSEE shall be
done at LESSEE'S expense. LESSEE shall pay all costs of mainten-
ance of the interior of the airport terminal building and shall
accept those buildings and facilities in the hangar area in their
"as is" condition with no responsibility to COUNTY in the repair,
maintenance, and/or improvement of said hangar area buildings and
improvements. LESSEE shall be liable for all costs of mainten-
ance and operation of conducting any business on the property
herein described which LESSEE shall conduct or cause to be con-
ducted during the terms of this lease; and LESSEE covenants to
defend and indemnify and hold harmless COUNTY from all liability
or claim of liability on account thereof.

B. COUNTY shall perform the following:

1. COUNTY shall be liable for the repair
and maintenance of the exterior of the terminal building, aircraft
and vehicle parking areas, runways and taxi areas, and all out-
side lighting. Repair and maintenance costs of other areas not
herein specifically covered shall be done upon the mutual agree-
ment of COUNTY and LESSEE. COUNTY shall pay all utilities, with
the exception of phone service, residential use utilities, and
hangar area utilities, of said Mariposa-Yosemite Airport includ-
ing the administration building up to the maximum amount of Two
Thousand Dollars ($2,000.00) in each fiscal year. COUNTY agrees
to pay all utility electrical costs related to the operation of
the airport runway lighting system.

//
2. COUNTY grants to LESSEE the non-exclusive right, subject to the dominion and control of the airport property by COUNTY, to establish and maintain a fixed-base operation including flight training, aircraft rental, aircraft sales, air taxi and charter service, sale of aviation items, petroleum sales, aircraft tie-down and hangar facility rentals, and aircraft maintenance to serve the Mariposa-Yosemite Airport situated at Mount Bullion in Mariposa County, California, for the period commencing January 1, 1979, and ending December 31, 1983.

C. It is further agreed that so long as said airport is owned by COUNTY and operated by LESSEE under a separate management agreement as a public airport facility under any extension or renewal of the existing airport lease and/or airport management agreements between the parties, LESSEE shall have the said non-exclusive rights, subject to the dominion and control of the airport property by COUNTY, to serve the Mariposa-Yosemite Airport, but shall, under the terms and conditions of this agreement, provide minimum standards of airport services to COUNTY, subject to the said dominion and control of the airport property by COUNTY, which shall include the following required services:

a) Conduct daily airport and/or associated operations for public use between the hours of 8 A.M. and 5 P.M., Monday through Sunday of each week, fifty-two weeks per year.

b) Develop and conduct charter service for public use in the County of Mariposa.

c) Develop and conduct flight training facilities and services for public use in the County of Mariposa.

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d) Develop and conduct automobile vehicle rental facilities and services for the general public.

e) Act as "County Airport Manager" in accordance with the provisions of the separate Airport Management Agreement attached hereto as Exhibit "B".

The above minimum standard requirements shall be subject to waiver in specific instances upon approval of COUNTY. All services and facilities and improvements to be operated, conducted, and instituted by LESSEE shall be in accordance with the approved Airport Master Plan for the development of the Mariposa-Yosemite Airport presently in existence to be developed and/or expanded from time to time by COUNTY.

D. LESSEE and COUNTY agree to perform regular maintenance and repair work on the premises in accordance with their mutual obligations herein provided so as to keep the same in proper repair. COUNTY shall develop an annual repair and maintenance schedule in keeping with its obligations herein provided, and LESSEE shall prepare and furnish to COUNTY its annual maintenance and repair schedule in keeping with its repair and maintenance responsibilities herein provided. LESSEE agrees to keep necessary airport lights in operational condition at all times; COUNTY to supply light bulbs, fixtures, and other material therefor.

E. LESSEE agrees not to commit or permit the commission of waste on the premises and agrees to keep the improvements on the premises in as good a state of repair as may be, ordinary wear and tear and damage by the elements and third persons excepted, and not to use or permit use of said premises in any illegal or immoral manner, not to maintain or permit
maintenance of any nuisance thereon, and not to conduct any
business or permit any business to be conducted thereon in viola-
tion of any federal, state, or county laws, rules, or regulations
or in such a manner as to interfere with use of said premises for
public airport and related purposes.

F. LESSEE agrees to keep records of all aviation
gasoline and oil product sales on the premises and all rents
collected thereon during the term of this agreement and to pro-
vide to COUNTY a quarterly accounting on gasoline sales only and
an annual accounting of all airport income received by LESSEE
from his airport operation. LESSEE also agrees to make prompt
reports in writing to COUNTY of any accident or injury to persons
or property occurring on the premises during the term of this
agreement. LESSEE agrees to make such written records available
for inspection by COUNTY or its duly authorized agent at any and
all reasonable times.

G. LESSEE covenants to defend, indemnify, and
hold harmless COUNTY from all liability or claim of liability on
account of mechanic's or materialman's lien, as well as all
liability or claim of liability on account of accident or injury
to persons or property arising out of LESSEE'S occupation and
operation of the premises under this agreement, or any business
conducted by LESSEE or under sublease or other agreement with
LESSEE, save and except injury or accident to persons or property
occurring by reason of any dangerous or defective condition of
the premises unknown to LESSEE or over which LESSEE has no
control. LESSEE agrees to carry adequate hangar keeper's liabili-
ty insurance and public liability and property damage insurance
in a minimum amount of One Million Dollars ($1,000,000.00) single-limit liability. LESSEE shall provide to COUNTY necessary certificates of insurance indicating COUNTY as an additional insured on said insurance coverage.

H. LESSEE agrees to exert his best efforts in promoting use of the premises as a public airport and in increasing the value and utility of same, and in encouraging increased use thereof, and in keeping with COUNTY'S Airport Master Plan in existence and as updated from time to time.

I. COUNTY reserves the right to make such capital improvements or repairs on said premises as in its judgment may be necessary or convenient or in the public interest and in accordance with the Airport Master Plan in existence and as updated from time to time. COUNTY, who retains dominion and control of the airport property, also reserves the right to enter into long-term agreements or leases for space on the premises for the purposes of constructing capital improvements, or for the purposes of encouraging establishment of new business operations on the premises, or for any other purpose, in the sole discretion of COUNTY in accordance with the Airport Master Plan in existence and as updated from time to time. COUNTY agrees to give LESSEE adequate notice before commencing any major work of repair or capital improvement, or before entering into any such long-term agreement or lease of a part of the premises, and agrees to carry on any such work or repair or capital improvement in cooperation with LESSEE in such a manner as to cause as little inconvenience to LESSEE as circumstances will permit; LESSEE agrees to cooperate in good faith with COUNTY before and during any such work of
repair or improvement and in working out any such long-term lease
or agreement, and not to hinder or interfere therewith.

J. LESSEE has, in a separate management agree-
ment, agreed to procure on behalf of COUNTY any and all necessary
licenses or permits for operation of said airport which may be
required by federal or state laws or regulations. Said necessary
licenses or permits shall be held in the name of COUNTY, and
LESSEE shall conduct said airport operation in keeping with the
minimum requirements of said operational licenses and/or permits.

K. LESSEE further agrees to comply with the
following conditions and terms:

1. LESSEE, for himself, his personal repre-
sentatives, successors in interest, and assigns, as a part of the
consideration hereof, does hereby covenant and agree that (a) no
person on the grounds of race, color, or national origin shall be
excluded from participation, denied the benefits of, or be other-
wise subjected to discrimination in the use of said facilities,
(b) that in the construction of any improvements on, over, or
under such land and the furnishing of services thereon, no person
on the grounds of race, color, or national origin shall be ex-
cluded from participation in, denied the benefits of, or otherwise
be subjected to discrimination, (c) that LESSEE shall use the
premises in compliance with all other requirements imposed by or
pursuant to Title 49, Code of Federal Regulations, Department of
Transportation, Subtitle A, Office of the Secretary, Part 21,
Nondiscrimination in Federally Assisted Programs of the Department
of Transportation, Effectuation of Title VI of the Civil Rights
Act of 1964, and as said regulations may be amended.
2. That in the event of breach of any of the above non-discrimination covenants, COUNTY shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold same as if said lease had never been made or issued.

3. LESSEE shall furnish his accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and he shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar type of price reductions to volume purchases.

4. Non-compliance with Provision 3 above shall constitute a material breach thereof and, in the event of such non-compliance, COUNTY shall have the right to terminate this lease and the estate hereby created without liability therefor, or, at the election of COUNTY or the United States, either or both said governments shall have the right to judicially enforce Provisions 1, 2, and 3.

5. LESSEE agrees that he shall insert the above four provisions in any lease agreement contract by which said LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein leased.

6. COUNTY reserves the right to further develop or improve the landing area of the airport as it sees fit regardless of the desires or view of LESSEE and without interference or hindrance.
7. COUNTY reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport together with the right to direct and control all activities of LESSEE in this regard.

8. This lease shall be subordinate to the provisions and requirements of any existing or future agreement between COUNTY and the United States relative to the development, operation, or maintenance of the airport.

9. LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the leased premises or in the event of any planned modification or alteration of any present or future building or structure situated on the leased premises.

10. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349).

11. "There is hereby reserved to COUNTY, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein leased. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Mariposa-Yosemite Airport."

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12. LESSEE, by accepting this, expressly agrees for himself, his successors and assigns that he will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 2,285 feet. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of LESSEE.

13. LESSEE, by accepting this lease, agrees for himself, his successors and assigns that he will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Mariposa-Yosemite Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of LESSEE.

M. If LESSEE defaults in the payment of the One Cent per gallon on gasoline sales or defaults in performance of any of the other covenants or conditions hereof, COUNTY may give LESSEE notice of such default, and if LESSEE does not cure any such default within thirty days, after the giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, or if LESSEE does not commence such curing within such thirty days and thereafter proceeds with reasonable diligence and in good faith to cure such default, then COUNTY may terminate this lease on not less than sixty days' notice to LESSEE. On the date specified in such notice the term
of this lease shall terminate, and LESSEE shall then quit and
surrender premises to COUNTY. If this lease shall have been so
terminated by COUNTY, COUNTY may at any time thereafter resume
possession of the premises by any lawful means and remove LESSEE
or other occupants and their effects.

N. It is mutually understood by and between the
parties that COUNTY reserves dominion and control over any im-
provement or structural changes to the administration building,
and in connection therewith LESSEE agrees that no change or
operation on said building will be done or initiated without the
written approval of COUNTY. It is further agreed that COUNTY
shall develop and provide to LESSEE its Airport Master Plan and
shall provide LESSEE with all future updates of said Master Plan
from time to time.

O. COUNTY hereby grants to LESSEE the first
right to renew this lease for an additional period of five years
upon terms and conditions to be negotiated by COUNTY and LESSEE.
Said option to commence negotiations for an additional five-year
period can be exercised by giving COUNTY thirty days' written
notice of LESSEE'S intention to renew, to wit: On or before
December 31, 1983. COUNTY shall not commence negotiations with
third parties until such time as COUNTY and LESSEE have exhausted
negotiations for renewal of this lease as herein provided.
COUNTY shall give written notice to LESSEE of all of the terms
and conditions of any proposed lease renewal, and LESSEE shall
have thirty days thereafter to exercise said option of renewal.
Should the option not be exercised, COUNTY shall have the right
thereafter to consummate a new lease to third parties on the
precise terms and conditions of the said written notice to
LESSEE. Any variations in said terms and conditions shall re-
quire a resubmission of the offer to lease or renew to LESSEE
under this option.

P. This lease shall terminate immediately upon
the filing of a voluntary or an involuntary petition in bank-
ruptcy by or against LESSEE, and may also be terminated by either
party on account of default in performance of any term, covenant,
or condition required of the other under this lease.

Q. This lease shall be binding upon the heirs,
executors, administrators, successors, and assigns of the parties,
and shall not be assignable, either by operation of law or other-
wise, without the prior written consent of COUNTY, excluding the
assignment of this lease by LESSEE to any corporate entity incor-
porated by LESSEE; however, in the event of the assignment of
this lease by LESSEE to its operating corporation, LESSEE shall
remain primarily liable on this lease.

R. LESSEE is hereby advised pursuant to Revenue
& Taxation Code §107.6 and understands that this lease agreement
may create a possessory interest subject to property taxation
under the provisions of the Revenue & Taxation Code of the State
of California and thus may be subject to the payment of property
taxes levied on such interest.

S. COUNTY and LESSEE further agree that those
specific services provided for in this lease which are not con-
sidered aeronautical activities within FAA definitions such as
ground transportation (taxis, car rentals, and limousines), coun-
ter sales, restaurant and food dispensing services, and vehicle
rentals shall be within the exclusive rights of LESSEE, notwithstanding provisions of this lease to the contrary insofar as said services remain and continue to be non-aeronautical activities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of January 1, 1979.

LESSOR: COUNTY OF MARIPOSA

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

LESSEE:

HANSEL W. TURLEY, JR. dba
Yosemite Aviation Service, Inc.

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board
DATED: April 23, 1979

ATTEST:

JOAN Lynk, Clerk of the Board
AIRPORT MANAGEMENT AGREEMENT

THIS AGREEMENT, made at Mariposa, California, as of January 1, 1979, by and between the COUNTY OF MARIPosa, herein-after designated "COUNTY", and HANSEL W. TURLEY, JR., doing business as "YOSEMITE AVIATION SERVICE, INC.", hereinafter designated "MANAGER".

W I T N E S S E T H:

COUNTY appoints MANAGER airport manager of the Mariposa-Yosemite Airport situated at Mount Bullion, Mariposa County, California, for a term of five (5) years from and after January 1, 1979, and expiring on December 31, 1983. In lieu of compensation for acting as such airport manager, MANAGER shall receive from COUNTY free rental of the airport facilities leased to MANAGER by that certain Airport Lease between the parties dated January 1, 1979, and revised March 26, 1979.

MANAGER shall:

1. Act as "County Airport Manager" from January 1, 1979, to December 31, 1983.

2. Exert his best efforts in managing and operating said airport property as a public airport facility in accordance with all applicable federal, state, and county laws and regulations, and in accordance with present and future policies of the County, and in keeping with COUNTY'S existing and future Airport Master Plan of which he will be given an updated copy from time to time.

3. Exert best efforts in promoting use of the premises as a public airport and in increasing the value and utility of same and in encouraging increased use thereof.
4. Agree to procure on behalf of COUNTY any and all necessary licenses or permits for operation of said airport which may be required by federal or state laws or regulations. Said necessary licenses or permits shall be held in the name of COUNTY.

5. Establish and maintain available for examination upon request a schedule of fees and charges for the use of the airport and its facilities.

6. Designate places for storage or parking of aircraft both based and transient.

7. Be responsible for imposing restrictions as to use of facilities (landing and taking off) due to inclement weather, the condition of the land area, presentation of special events, construction or repair activities, or similar causes which he may deem a hazard.

8. Authorize touch-and-go landings.

9. Take charge in emergencies, i.e., fuel spills or leaks, authorizing the starting of engines, etc.

10. Authorize the use of flammable liquids and electric or gas welding and burning equipment.

11. Issue permits to deliver fuel and lubricants.

12. Grant permission to install vending machines and terminate them and require removal thereof.

13. Maintain the operation of the airport in keeping with and in compliance with all requirements of the Code of Federal Regulations governing the operation of airports including the provisions of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle "A", Office of the Secretary, Part 21, Non-Discrimination in Federally Assisted
Programs of the Department of Transportation, Effectuation of
Title VI of the Civil Rights Act of 1964, and as said regulations
may be amended.

14. Operate said airport in keeping with the provisions
of that particular Airport Lease Agreement hereinabove referred
to.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals as of the day and year first hereinabove written.

COUNTY OF MARIPOSA

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

MANAGER

HANSEL W. TURLEY, JR.
dba Yosemite Aviation Service, Inc.

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative
Assistant to the Board
DATED: March 26, 1979

ATTEST:

JOAN LYNK, Clerk of the Board
BOARD OF SUPERVISORS
ADMINISTRATIVE PRACTICES SESSION
April 30, 1979

The Board of Supervisors, Mariposa County, met this 30th day of April, 1979, 9:15 a.m. in Administrative Practices Session with Supervisors Clark, Owings, Weber, and Erickson present. Supervisor Dalton excused.

Following budgets discussed with Auditor Barbara Saye present: Board of Supervisors; Fire Protection with John Morrow and Jim Wagner present - preliminary budget approved; County Buildings with Craig McDonald present - expenditures requested to be broken out and presented to the Board; additional Board budgets discussed.

The Board adjourned for lunch at 11:50 a.m. and reconvened in session at 2:00 p.m.

The following budgets discussed with Auditor Barbara Saye present: Special Districts Manager presented Coulterville County Service Area No. 1 Budget; discussion continued to future budget session; Yosemite West Maintenance District preliminary budget presented and approved. Grant Birmingham discussed the County Trapper budget; discussion continued to May 8, 1978, 9:15 a.m. Lois Lewis presented Welfare Dept. budget; preliminary budget approved. Bill Lincoln presented County Engineer budget; preliminary budget approved.

Bill Lincoln and Bob Borchard discussed future road construction, and subdivision projects' impact on existing County Road Systems. Board at its meeting of May 1, 1979, to direct Planning Commission, Planner/Grantsman, Road Dept. and County Counsel to research funding for upgrading sub-standard roads with respect to major/minor sub-divisions' impact on such roads. Board to request Planning Commission review Road Commissioner's future road construction schedule and make recommendation to the Board on priorities.

The Board adjourned at 5:40 p.m. to meet in regular session on May 1, 1979, 10:00 a.m.

ATTEST:

Joan J. Lyon
Clerk of the Board
**SUBGRANT AGREEMENT**

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This Subgrant is entered into by the Prime Sponsor and the (5) County Of Mariposa, hereinafter referred to as the Subgrant. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1978 as amended. This Subgrant Modification consists of this sheet and those of the following as designated with an "X":

- X Program Operating Plan(s) (Exhibit A)
- X Program Narrative (Exhibit B)
- X Program Budget Summary (Exhibit C)
- X Program Budget Detail (Exhibit C)
- X Affirmative Action Assurance of Compliance
- X Special Provisions

**ALLOCATION** $32,561  * Period 1-1-79 through 9-30-79

**OBLIGATION** $32,561  * Period 1-1-79 through 9-30-79

**MODIFICATION:**

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☐ Term Unchanged  through

*When modifying, Allocation and Obligation figures should be the same as New Total.

**MODIFICATION**

The purpose of this modification is (10) to increase the allocation and obligation to incorporate supplemental DOL funds, to extend the term, to add the attached Special Provisions to the Subgrant, and to incorporate, by this reference, all terms and conditions of your BOS/CA entered into on , Registration # and all modifications thereto. (date)

**APPROVED FOR THE SUBGRANTEE**

(11) By (Signature)  Date

**APPROVED FOR THE PRIME SPONSOR**

(13) By (Signature)  Date

**NAME AND TITLE**

Eugene Dalton, Chairman
County Board of Supervisors
Bethanne Dowlan
Project Administrator

**NAME AND TITLE**

Jarvis Arellano,
Executive Director
California Balance of State

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EXHIBIT B

Mariposa County Employment and Training Office for the County of Mariposa

Registration No.: Title IV SYEP

SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)

NARRATIVE

A. OBJECTIVES AND NEEDS FOR ASSISTANCE

1. Program Purpose

The purpose of our Title IV, Summer Youth Program is to assist the participants in obtaining work experience and expose them to information regarding career assessment for future employability. The youth program is not just pay. It is a work training program which gives the participant the opportunity to develop the kind of work habits and skills required to compete in the world of work.

Structured supervision will be given to each participant to maximize output and to improve work habits.

Our plan is to coordinate a working environment with a workshop class in career decision which will allow the participant to be involved in the labor force while at the same time obtain information about their vocational goals and analyze jobs available in the labor force.

To prepare students for college and occupational exploration through academic, social and financial experiences we will be offering a "Summer Readiness Program" offered through Merced Jr. College from June 11 through August 10, 1979. This Classroom Training Activity will be in addition to our Work Experience Program. There are five programs offered in college readiness and occupational exploration of which a student may enroll in one. This is a new addition to our Summer Youth Program in that our past programs have only been in an work experience environment.

Our goal is to explain our program so that we are better able to reach a larger segment of youth who would like to return or continue in an educational setting while at the same time offering a work experience activity that will enable our participants to experience the world of work.
The purpose of our Youth Program is to transition the youth into unsubsidized employment if that is applicable to their desires or to guide the participants into selecting a Vocational Education Major and assist them in enrolling at school for further training.

Our goal is to serve the economically disadvantaged, veterans, public assistance recipients, American Indians and Spanish Americans segments of Mariposa County. By providing the opportunity for the youth to develop new skills and acquire experience in their educational background, we hope to increase their ability to be qualified for unsubsidized jobs in the public and private sectors.

2. Analysis of Need

a. The activities and services to be provided by our program will be unique in that there is a lack of availability of employment for our youth in the summer months. The budgets for the county departments are such that they are not planning to hire extra people on their payroll and also they usually gear their hiring to the adult population that have already acquired experience and training in the labor force.

Because there is no other agency available in Mariposa County offering career assessment for the youth, we feel that the specific units that will be covered on the "Working World" will be essential for exposing our youth to career assessment and labor market information.

Additionally, by providing our participants with an innovative educational experience in preparing them for college and occupational exploration, we will be serving a larger segment of Mariposa County residents who are not job ready and are in need of training in an educational environment.

b. Target groups to be served under the Mariposa County CBTA Program and the percentage that each group will constitute of total participants served are as follows:

<table>
<thead>
<tr>
<th>Group</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economically Disadvantaged</td>
<td>100%</td>
</tr>
<tr>
<td>Veterans</td>
<td>3%</td>
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<tr>
<td>Public Asst. Recipients</td>
<td>10%</td>
</tr>
<tr>
<td>American Indian</td>
<td>10%</td>
</tr>
<tr>
<td>Spanish American</td>
<td>10%</td>
</tr>
<tr>
<td>Offender</td>
<td>3%</td>
</tr>
</tbody>
</table>
B. RESULTS AND BENEFITS

1. We plan to serve approximately 25 youth on our Summer Youth Program. Eight (8) of our participants will be enrolled in a Classroom Training activity and the remaining participants will be placed on a Work Experience Program.

A large majority of our participants will be returning to school at the end of the Program. We also plan to utilize our other Titles as linkages in transitioning our participants to Work Experience, Classroom Training and On-The-Job-Training activities.

Our purpose is to attempt to build a mature understanding of the reasons for developing proper work habits and employable skills so that our participants will have a better opportunity of being transitioned into unsubsidized employment.

2. Planned placement goals for each program activity and each target group identified in the analysis of need are as follows: The Employment and Training Program will employ and take priority with those persons who are facing artificial barriers and who we have identified as target groups to be served by our program. We are concerned with the upward mobility of these persons in terms of providing meaningful work, training and opportunities for job advancement.

Assessment and testing will be used to determine participant needs in terms of career goals. By providing training and work experience to eligible participants in a specific labor market field, they will be more likely to be qualified for employment opportunities on their own choosing and eliminate artificial employment barriers.

3. We are in the process of working out an agreement with the local schools to provide academic credit to our Work Experience participants who are still attending high school. After discussing this possibility with the Superintendent of Schools in Mariposa County, we were informed that a credentialed teacher of the Mariposa County Unified School District would have to monitor and instruct a special once-a-week career assessment class for our participants in order to be in conformance with the regulations set down by the State of California for the school district. Since our counselor is not a credentialed teacher he would not be able to include this responsibility in his job duties. Consequently, there would be a charge of $100 per student for the 4 month period of the Summer Youth Pro-
gram. This subject matter will go before the School Board on the April agenda and our office will be notified of the results at that time.

Participants receiving training at Merced Jr. College will automatically receive college credit for the classes they complete during the summer semester.

4. Some of the benefits which will accrue to our participants will be to familiarize the youth with requirements of specific jobs available in the county. Our Youth Coordinator will also give workshops on learning the important parts of an application for employment and also how to write a resume. Some of the other subjects that will be covered will be: To assess and test the participants needs in selecting a career. How to handle a job interview. Knowing where to look for employment. The workshop goal will be to follow the interests and needs of the participants which will help the content of the classes to be more spontaneous and adhere to the interests of the participants in a direct manner. There will also be guest speakers to talk on the different job opportunities in the County and if funding allows, trip to different job sites.

The Youth Coordinator will provide internal evaluation procedures, the examination of program data on through such special analysis or checking as it deems necessary and appropriate. The participants performance and compatibility with the training position will be reviewed and reports will be filled out accordingly.

Merced Jr. College through the “Summer Readiness Program” will offer classes in basic english, math and speech in to preparatory classes for college. Our participants will also have access to the Eureka System at the college which is a computerized vocational assessment aide.

C. APPROACH

1. Planning

A Youth Council Subcommitte meeting was held to study and review past and present Manpower Programs for the youth of Mariposa County. The meeting consisted of acquiring feedback from the council on past programs and also suggestions on what types of program they felt were beneficial to the youth community. The Youth Council members expressed the need to have meaningful
job-training sites that would supply them with training and experience for better paying jobs in the labor force. It was also felt that last year's Career Assessment Workshop was very beneficial to the success of the program.

At the close of last summer's program a letter was sent to all the worksite supervisors requesting feedback on the program. We obtained positive reactions from not only the supervisors but by interested people in the community phrasing the training our CETA participants were receiving and the excellent job performance of our enrollees.

In accordance with the feedback and the response of our Youth Council, it was agreed upon that a Work Experience activity was a very important part of our Youth Program.

It was also felt by the Youth Council that a Classroom Training activity should be added to the make-up of the Summer Youth Program to serve clients who are not job ready and also to encourage youth to return to an educational environment for further training.

When applicants fill out applications for employment, they are requested to identify job interest information which we take into consideration when we place our people on worksites. This form was developed in previous years and has proved to be helpful in assisting the staff in developing meaningful worksites for the youth.

Worksites are developed by the Youth Coordinator and administrative staff in conjunction with the Local Planning Council and Youth Subcommittee. Past worksites were evaluated and new worksites were developed according to the interests of the youth on their applications for employment. Listed below are specific worksites which we feel will provide a worthwhile work experience to our participants:

Park's and Recreation Department
County Assessor's Office
County Tax Collector's Office
County Fairgrounds
Superintendent of Schools
Justice Court
County Clerk's Office
Fremont Hospital
Coulterville Swimming Pool
Cal-Trans
Mariposa Public Utility District
California Division of Forestry
County Counsel Office
We are also in the process of establishing a Senior Citizens Assistance Project as a job task for our participants on the summer program. Basically, this would be a project whereby approximately five participants with one supervisor would supply the man power by working on the yards and homes of economically disadvantaged senior citizens over 60 years of age who meet 100% of the Lower Living Income Standard. The Mariposa Employment and Training Office would supply the man power and the basic garden tools but the senior citizens would be responsible for supplying any major materials such as fencing, paint, lumber, etc. The Administrative Staff of the CETA Program would also be responsible for certifying the eligibility of people served on the project.

Our justification for serving only economically disadvantaged senior citizens is that Mariposa County has a large majority of elderly citizens who are retired and have a fixed income and cannot afford to have the work done and are not physically able of doing the work themselves.

One of the stipulations of working on the homes and premises is that the person applying for the services would have to own their property and not be renting from a landlord.

Overall our program design is to assist each participant in developing new skills and acquiring experience in their educational backgrounds. These participants will provide much needed help for our community by assisting in and supplying work for our County which the budget cannot afford at this time.

Participants on the CETA Program are given good supervision in that most worksites have about one or two participants assigned to each agency. Also our crew of 5 enrolles on the Senior Citizens Assistance Project will be supervised by an adult at all times who will be evaluating their work and keeping track of time worked.

Monthly documented evaluations are given on each participant by their supervisor also verifying the time worked whereby both parties sign the timesheet and evaluation which is kept in the participants personnel file.
2. Recruitment and Selection

Both in-school and out-of-school youth will be served by our program. We will serve both female and male participants on an evenly distributed basis.

Recruitment will be performed by our office by means of the following outreach methods:

- Advertising in local newspaper
- School circulars
- Posters
- Referrals
- Walk-Ins
- Radio

Applicants will be selected after reviewing their application and the financial information. Their eligibility will be determined by their age and financial status with priority for service to:

- Economically Disadvantaged
- Veterans
- Public Assistance Recipients
- American Indian
- Spanish American
- Dropouts

Recruitment of school dropouts will be done by working in conjunction with Mariposa High School Career Center Counselors and also keeping in contact with the Vocational Education Department Head who is aware of student needs in our County. We also work closely with Spring Hill Continuation School on referrals for CETA Participants. This linkage has helped in our selection of priority groups in our County.

3. Orientation and Assessment

a. Upon entering the program each participant is instructed by the CETA staff to bring any grievances to our office and the situation will be handled according to the guidelines set down by California Balance of State. All participants will be given a copy of the "Comprehensive Employment and Training Act of 1973: Your Civil Rights". They are advised of the pay procedure. A cover sheet is included in each file with the information recorded and dated.

On the participants application we encourage them to list their preference of job training sites. It is desirable that their major in school be compatible with their job site.
Each participant is informed of their responsibility of employment and we work with them in developing a good sense of work habits and a good working rapport while on the job.

Extensive Employability Plans are documented and placed in each individual's file. The Employability Plans and monitoring reports are kept up to date by the Youth Coordinator.

4. Program Activities

a. Classroom Activities

An instructional program at Merced Jr. College from the week of June 11 to August 10 will be offered to the participants on our Summer Youth Program. There are five programs offered of which a student may enroll in one:

1. College Readiness - English, Math, Speech
2. Project Reach - Basic English, Math, Guidance, Typing
3. Occupational Exploration
   a. Auto Trades - Math, Auto Mechanics, Auto Body Shop
   b. Construction Trades - Math, Drafting, Construction Trades
4. Project Learn - English as a Second Language, Math, Spanish

This program activity is training conducted in an institutional setting at Merced Jr. College designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs. Our program is also designed to enhance the employability of individuals by upgrading basic skills, through the provision of courses in training in the primary language of persons with limited English-speaking ability and basic math skills.

Occupational training is designed for occupations in which skills shortages exist or are likely to exist in the near future and for which there is reasonable expectations of employment. Determinations are made by utilizing available community resources such as the local EDD Office, the Balance-of-State and local Apprenticeship and Training Representatives.

Students will be paid allowances for the nine-week program. Attendance will be 32 hours per week at $2.90
per hour. Students who are recipients of cash welfare payments will be limited to $30.00 per week.

Merced Jr. College insures students for injuries occurring on school premises.

b. Work Experience

The criteria for selecting worksites are based on individual interests and need for those job duties in the community. Our office is notified of positions needed in the County, School, and State Departments in Mariposa County. We keep the requests on file and fill them when funding is available.

Objectives: Our goal is to serve significal segments described in our program information by providing participants with the opportunity to develop new skills and improve old ones which will increase their qualifications for competition of jobs in the private and public sector. We want to assist our participants in developing good working habits in regards to:

- Attendance
- Punctuality
- Interest
- Quality of Work
- Appearance
- Attitude toward Supervisors
- Getting along with fellow workers

Our participants are given an evaluation by their worksite supervisors each month on their time sheets, which is submitted to our office, so we are aware of the areas that need improvement and extra time devoted to particular working habits.

Wages and Fringe Benefits: All participants will be paid $3.00 an hour for a maximum of 8 hours a day, 5 days a week. All participants will receive Workman's Compensation Insurance and PICA.

In accordance with "Work Experience in the Private for Profit Sector is Prohibited". Title 29 CFR 95.33 (d) (4) VII, we will not violate this policy.

c. Supportive Services

The workshop class in career development will expose the youth to up-to-date labor market information and will be in conjunction with our Work Experience activities.
All counseling, assessment and testing will be provided by the Manpower Office and Merced Jr. College with referrals to Spring Hill High School for remedial education. Through counseling we encourage adult night classes at the Mariposa High School as far as taking classes that would help them acquire skills in reading and writing abilities.

The youth coordinator will provide internal evaluation procedures, the examination of program data or through such special analysis or checking at it deems necessary and appropriate. The participants performance and compatibility with the training position will be reviewed and reports will be filled out accordingly.

The Youth Coordinator will provide input and make recommendations to the site supervisors in order to solve any discrepancies. He will also periodically visit and monitor all worksites to include conversing with the supervisors and participants concerning the overall program operation.

Placement efforts will be combined with working with the Employment and Development Department in Merced, County Department Heads and Merced Jr. College.

We will serve both male and female participants on an evenly distributed basis. We will place participants on their capabilities and interest rather than by sex preferences.

Expected outcomes afford administration a tool to assess client needs and better place them in appropriate components which will eventually lead to unsubsidized employment. There will also be a positive impact on participants once they have secured training. Success measurement will not be in quantifiable terms but will be associated with the quality of service.

5. Linkages'

a. Employment Development Department: Mariposa County does not have an Employment Development Department of its own; so Merced County's EDD Office offers referral services to our Employment and Training Office. The EDD Office also provides labor force information for this area. The Employment and Training Office encourages our residents to sign up for the employment register at the EDD Office for job referrals.
b. Educational Agencies: After High School there is no facilities in Mariposa County to transition the youth into the labor force. A small percentage of the youth attend Merced College or Fresno State after high school. There is a definite need to serve the youth who come out of high school not knowing what job opportunities are available to them and to motivate them into a career decision or continuing Vocational Education in the surround colleges. Merced Jr. College provides bus service to transport students from Mariposa to Merced. Merced Jr. College also refers students to the EDD Office in Merced for employment purposes. Spring Hill Continuation School offers a small work experience program for scholastic credit during the school year which CETA works in conjunction with as far as providing wages. They help people who have dropped out of school obtain a High School Diploma or GED. Mariposa High School also offers a work experience program in conjunction with CETA. In both high schools there is some guidance in career decision making. The CETA Office works together with the two above mentioned institutions to provide career counseling and placement.

California Division of Forestry:
United States Forestry:
These agencies have access to our applications and use our office as a base to locate employment seeking youth for their programs. We in turn refer individuals who are not CETA eligible at the time they apply to contact CDF and USDPI for employment opportunities.

Intra-Tribal Council Manpower:
Referrals are made from both agencies in regards to offering adequate programs for employment opportunities to county residents.

Participants under any title of the Act are eligible to transfer into an activity only if they meet the eligibility requirement at the time of the original determination of eligibility for participation in a CETA Program operated in the Balance-of-State jurisdiction.

D. MANAGEMENT AND ADMINISTRATION PLAN

1. No major deviation from BOS/County Agreement.

2. Monitoring and Assessment

a. A person shall be eligible to participate in a program funded under Title IV only if such persons are economically disadvantaged and at the time of enrollment 14 through 21 years of age.
A staff member of the Mariposa County Employment and Training Office in addition to the Intake Officer of the same will review and certify eligibility. Periodic verification from Merced County EDD Office will be performed on applications.

Applicants will be asked to supply supporting documents on information recorded on the application. A self-certification statement that all information on the application is valid will be signed by all CETA applicants and a guardian if applicable.

Each worksite supervisor is presented with the attached worksite agreement. Before a participant is placed with a department the supervisor must agree to the stipulations of the contract and sign said document which is kept on file in our office. Each worksite will be visited by the Youth Coordinator to verify that the worksite agreement is being complied with.

The Youth Coordinator will perform frequent monitoring of the participants' performance and compatibility with the training position. He will also be in contact with the worksite supervisors to oversee the guidance of the youth's progress on the Youth Program.

A formal initial orientation for all Summer Youth Participants will be given to all enrollees on the program explaining the purpose of the program and what is expected of them in the world of work.

Feedback regarding the program from the participants will be developed through general conferences and questionnaires supplied by our office. Additional monitoring visits will be performed by the counselor if the situation calls for specific attention. By requiring the worksite supervisor to fill out monthly evaluations on CETA participants, all staff is aware of the clients' progress and if a problem arises as far as job performance our office is notified through this mechanism and is therefore able to handled the situation.

b. Assessment

By obtaining information on our monitoring reports it will provide us with an internal evaluation procedure for improving and maintaining our program on a higher scale of success.

An exit conference is a part of our program whereby we solicit feedback from our participants on what the Summer Youth Program meant to them as individuals. We also assess the program through the worksite supervisors' eyes by accumulating written reports on their assessment of the program.
WORKSITE AGREEMENT

IS THE SUPERVISOR AWARE THAT:

1. Enrollee can only work 8 hours a day (maximum).
2. Enrollee cannot work overtime.
3. If you have any problem or questions regarding a participant, contact the Employment and Training Office immediately.
4. There will be a counselor/monitor coming out to check with the participant and supervisor periodically.
5. Time sheets are to be filled out monthly on enrollee's time worked and evaluation of job performance. (These forms will be provided by our office, and should be submitted to us five working days before the end of the month).
6. You have the responsibility of seeing that the individual is receiving proper training and given meaningful work. (Also safety instructions will be given, if applicable).
7. Follow your policies on any accident that may occur as well as contacting our office.
8. An explanation should be given to the participant as to what the job is and what it involves.

Date: ____________________  
Signature: ____________________  
Worksite Supervisor
3. Administrative Controls

a. The payroll and monthly reports are handled by the Administrative staff. The money after it is received from the State is deposited in an account with the County Auditors and the payroll is submitted to the auditor. The auditor draws the warrants and sees that they are received by the participants.

b. A cost plan was developed by allocating the cost per Title by the number of participants enrolled.

c. Training staff in our office is done by an office conference, where regulations and changes in the program are discussed. Job descriptions are developed and each member of the staff knows their duties as far as CETA functions are concerned.

d. Time sheets are kept daily and monthly on each participant to keep an accurate record of time worked on the job. These time sheets are kept in each participants file.

e. CETA business and administration procedures are discussed at open sessions of the County Board of Supervisors and LPC Meetings open to the public. At this time it is encouraged to have community input on the CETA Program. CETA programs are advertised in the local newspaper and also information about programs in progress.
### Program Operating Plan

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<tr>
<th>Month</th>
<th>June '79</th>
<th>July '79</th>
<th>Aug. '79</th>
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<td>Actual Expenditures</td>
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### Component: Work Experience

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<th>Oct '79</th>
<th>Nov '79</th>
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<td>Planned Expenditures</td>
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### Additional Information

- **Mariposa County Employment and Training Office**
- **P. O. Box 1915**
- **Mariposa, California 95338**

- **Program Dates:** From 6-1-79 Through 9-30-79
<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>Classroom Training</th>
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</thead>
<tbody>
<tr>
<td>No. Sept '79</td>
<td>4819</td>
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<tr>
<td>No. '78</td>
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### IV. Total Participants Enrolled (A=1+2+3+4+5+6+7+8+9+10)

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### III. Total Participants Carried Over

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<tr>
<th></th>
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### II. Total Expenditures

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### I. Plan Total Expenditures

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**CETA 37 Rev. 5 (A-70)**
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<th>NAME AND A NO. OF INCUMBENT</th>
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<th>SALARY PER PAY PERIOD</th>
<th>BENEFITS PER PAY PERIOD</th>
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<td>Project Administrator, Mariposa Co. Employment and Training Office</td>
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MARKS:

Staff listed should include subagent personnel charging the CETA program. Do not include participants working in an administrative, training or services capacity.

Staff direct and allocated charges to this subgrant must be reflected by title, component and cost category on the Cost Allocation Plan for period of 6-1-79 through 9-30-79 dated April 23, 79.

Use additional sheets if necessary.
## I. Funding:

\[
\begin{align*}
\text{Amount} & : \\
\text{Amount} & : \\
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\text{Amount} & : \\
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## I. Component/Cost Category Matrix:

### Program Component

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<th>Category</th>
<th>Classroom Training</th>
<th>On-the-Job Training</th>
<th>VEP</th>
<th>Work Experience</th>
<th>Services to Clients</th>
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<td></td>
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<td>32561</td>
</tr>
<tr>
<td>Planned Carry-Out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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*ETA 40 Rev. 1 (8-77)*
<table>
<thead>
<tr>
<th>Subgrantee Name</th>
<th>EXHIBIT C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Employment and Training Office</td>
<td>PROGRAM BUDGET DETAIL</td>
</tr>
<tr>
<td>For County of Mariposa</td>
<td>ADMINISTRATION COSTS</td>
</tr>
</tbody>
</table>

| 3. Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan | $ 978 |

<table>
<thead>
<tr>
<th>4. Equipment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A CETA-95 Property Requisition must be processed and approved according to the provisions of the CBOS Handbook Part VII, prior to renting, leasing or purchasing equipment.</td>
</tr>
<tr>
<td>A. Administrative Equipment Purchases, Total</td>
</tr>
<tr>
<td>B. Administrative Equipment Rental, Leases, Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Other Non-Staff Costs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.</td>
</tr>
<tr>
<td>A. Administrative Other Non-Staff Costs, Total</td>
</tr>
</tbody>
</table>

| 6. Actual Administrative Costs through per the CETA 20. | $ 00 |

<p>| 7. Total Administration | $ 1,837 |</p>
<table>
<thead>
<tr>
<th>SERVICES COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Total Direct and Allocated Services Staff Costs from your current Cost Allocation Plan</td>
</tr>
<tr>
<td>$2265</td>
</tr>
</tbody>
</table>

4. Equipment:

A CETA-55 Property Requisition must be processed and approved according to the provisions of the CBOS Handbook Part VII, prior to renting, leasing or purchasing equipment.

- **A. Services Equipment Purchases, Total**: 00
- **B. Services Equipment Rental, Leases, Total**: 00

5. Other Non-Staff Costs:

These costs include, but are not limited to Child care, health care, medical and dental services, residential support, assistance in securing bonding, transportation, family planning and legal services. Also included is space, utility, equipment and travel costs when an integral part of the job, of personnel engaged in providing services to participants.

- **A. Services Other Non-Staff Costs, Total**: 31

**Actual Services Costs through per the CETA 20.**

- 00

**Total Services**

- $2206
1. Subgrantee Name
Mariposa County Employment and Training Office
F. O. Box 1915
For County of Mariposa

EXHIBIT C
PROGRAM BUDGET DETAIL
ADMINISTRATION COSTS

2. Title IV Mod No. NEW
Reg. No. ___________________
Component CRT ___________________

3. Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan

$ 527

4. Equipment:
A CETA-55 Property Requisition must be processed and approved according to the provisions of the C30S Handbook Part VII, prior to renting, leasing or purchasing equipment.

A. Administrative Equipment Purchases, Total

00

B. Administrative Equipment Rental, Leases, Total

00

Other Non-Staff Costs:
These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.

A. Administrative Other Non-Staff Costs, Total

247

6. Actual Administrative Costs through _____ 00 per the CETA 20.

00

7. Total Administration

$ 774
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Total Direct and Allocated Services Staff Costs from your current Cost Allocation Plan</td>
<td>$912</td>
</tr>
<tr>
<td>4.</td>
<td>Equipment:&lt;br&gt;A CETA-55 Property Requisition must be processed and approved according to the provisions of the C&amp;SOS Handbook Part VII, prior to renting, leasing or purchasing equipment.&lt;br&gt;&lt;br&gt;A. Services Equipment Purchases, Total</td>
<td>00</td>
</tr>
<tr>
<td></td>
<td>B. Services Equipment Rental, Leases, Total</td>
<td>00</td>
</tr>
<tr>
<td>5.</td>
<td>Other Non-Staff Costs:&lt;br&gt;These costs include, but are not limited to Child care, health care, medical and dental services, residential support, assistance in securing bonding, transportation, family planning and legal services. Also included is space, utility, equipment and travel costs when an integral part of the job, of personnel engaged in providing services to participants.&lt;br&gt;&lt;br&gt;A. Services Other Non-Staff Costs, Total</td>
<td>977</td>
</tr>
<tr>
<td>6.</td>
<td>Actual Services Costs through per the CETA 20.</td>
<td>00</td>
</tr>
<tr>
<td>7.</td>
<td>Total Services</td>
<td>$1889</td>
</tr>
</tbody>
</table>
### EXHIBIT C

**PROGRAM BUDGET DETAIL**

<table>
<thead>
<tr>
<th>Training Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 2000</td>
</tr>
</tbody>
</table>

### 3. Total Direct and Allocated Training Costs from your Current Cost Allocation Plan

### 4. Equipment:

A CETA-55 Property Requisition must be processed and approved according to the provisions of the CBOS Handbook Part VII, prior to renting, leasing or purchasing equipment.

- **A. Training Equipment Purchases, Total**
- **B. Training Equipment Rental, Leases, Total**

### 5. Other Non-Staff Costs:

These costs include but are not limited to supplies of personnel engaged in providing training; books and other teaching aids; materials used in providing training to participants.

- **A. Training Other Non-Staff Costs Total**
- **B. Direct Training Costs**
  - **Actual Training Costs through per the CETA 20**
  - **Total Training**

### 2. Title IV Mod No. NEW

- **Reg. No.**
- **Component** CRT

---

10 of 12
SUBRANTE RECOMMENDATION

Title IV FY78-79 for the County of Mariposa

A. FUNDS AVAILABLE:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carry in</td>
<td>$</td>
</tr>
<tr>
<td>Current Year Funds</td>
<td>38,500</td>
</tr>
<tr>
<td>Other Funds</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>38,500</td>
</tr>
</tbody>
</table>

B. The following represents the internal distribution of Subgrantee funds, by component:

<table>
<thead>
<tr>
<th>Subgrantee</th>
<th>Funds</th>
<th>Component</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Employment</td>
<td>$4819</td>
<td>Classroom Training</td>
</tr>
<tr>
<td>and Training Office</td>
<td></td>
<td>On-the-Job Training</td>
</tr>
<tr>
<td>P. O. Box 1915</td>
<td></td>
<td>Public Service Employment</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Mariposa, Ca. 95338</td>
<td>22,742</td>
<td>Services to Clients</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td></td>
<td>32,561</td>
<td></td>
</tr>
</tbody>
</table>

C. The L.P.C. endorses use of county allocated CEMF funds, listed by name, component(s) and amount:

<table>
<thead>
<tr>
<th>Employment</th>
<th>Funds</th>
<th>Component</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Dev. Dept. 800 Capital Mall 6120 MIC</td>
<td>$5939</td>
<td>Classroom Training</td>
</tr>
<tr>
<td>Address 6120 MIC Sacramento, Ca. 95814</td>
<td></td>
<td>On-the-Job Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Public Service Employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Services to Clients</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
</tr>
<tr>
<td></td>
<td>5939</td>
<td></td>
</tr>
</tbody>
</table>

By

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Owings</td>
<td></td>
</tr>
</tbody>
</table>

Typed Name, Chairman, Local Planning Council

REMARKS:

Note: 1. The amounts allocated to the Subgrantees should equal the total funds available.
2. Do not list your sub-subgrantees.

CEMF 121 (8-78)

11 of 12
INITIAL REQUEST FOR ADVANCE FUNDS
CETA - BALANCE-OF-STATE

CETA TITLE: I □ II □ VI □ Other (Specify) IV - SYEP

From: Mariposa Co. Emp. and Trg. 
Name of Subgrantee
P. O. Box 1915
Street Address
Mariposa, Ca. 95338
City Zip

Registration #
Program Operation Period: June 1, 1979 to Sept. 30, 1979
From To

Normal Payroll Dates: July 1 Aug. 1 Sept. 1

SCHEDULE OF CASH NEEDS FOR THE FIRST TWO MONTHS OF THE SUBGRANT
Schedule for the Month of June, 1979

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs</td>
<td>$652</td>
<td>Participants Payroll</td>
<td>$11,848</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$1,500</td>
<td>Total Cash Request</td>
<td>$14,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Funds arriving on the 1st 25th calendar day</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$652</td>
<td>$11,848</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Costs</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Cash Request</td>
<td>$12,500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Funds arriving on the 10th 25th calendar day</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$652</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Costs</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Cash Request</td>
<td></td>
</tr>
</tbody>
</table>

REMARKS (Use additional sheets if necessary)

Submitted by: Bethanne Dowlan
Typed Name
Signature

Project Administrator
Title

209-966-3643
Phone Number

CETA 28 Rev. 1 (5-76) 12 of 12
SPECIAL PROVISIONS

A. Provision of Funding:

1. Initial and continued funding for this subgrant are contingent upon prime sponsor receipt of requisite funds from the Department of Labor (DOL). If DOL suspends or terminates, in whole or in part, the flow of CETA funds to the prime sponsor, funding for this subgrant shall cease.

2. Unearned payments under this subgrant may be suspended or terminated upon the subgrantee's refusal to accept any additional conditions that may be imposed by the Department of Labor and/or the prime sponsor at any time.

B. Modification:

1. Subgrantee modifications to planned activity may be made on a quarterly basis. Each modification will be submitted at least six weeks in advance of the calendar quarter in which the modified activity is to be initiated.

2. The subgrantee agrees to submit a written modification to plan prior to affecting any change which exceeds (plus or minus 15 percent) any budgeted component, cost category or service level.

3. The prime sponsor agrees to make any changes to this subgrant only through a written modification.

4. All modifications to plan initiated by the subgrantee must be approved by the prime sponsor prior to operational implementation.

5. The prime sponsor may make a unilateral modification to this subgrant at any time. A copy of each unilateral modification will be provided to the subgrantee.

C. Termination:

1. The performance of work under this subgrant may be terminated in whole or in part for either of the two following circumstances:

a) Termination for convenience. Either the prime sponsor or the subgrantee may request a termination for convenience. A thirty-calendar-day written advance notice is required prior to the effective date of any termination for convenience. The subgrantee shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of termination.
b) **Termination for Cause.** The prime sponsor may terminate this subgrant when it has determined that the subgrantee has failed to provide any of the services specified or comply with any of the provisions contained in this subgrant. If the subgrantee fails to perform in whole or in part under this subgrant or fails to make sufficient progress and endangers performance, the prime sponsor will notify the subgrantee of such unsatisfactory performance in writing. The subgrantee has ten (10) working days in which to respond with a plan agreeable to the prime sponsor for correction of the deficiencies. If the subgrantee does not respond within the appointed time with appropriate plans to correct the unsatisfactory performance, the prime sponsor will serve a termination notice on the subgrantee which will become effective within thirty (30) days after receipt. In the event of such termination, the prime sponsor shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this subgrant.

1. The subgrantee shall have the right to appeal any such determination made by the prime sponsor, except that if the subgrantee has failed to submit its appeal within 30 calendar days from the date of the termination notice and has failed to request an extension of such time, it shall have no such right of appeal.

2. The subgrantee will submit a subgrant closeout within 60 days of the effective date of the termination.

3. In any case where the prime sponsor has made a determination of the amount due the subgrantee, the prime sponsor shall pay to the subgrantee the following:

   a) If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the prime sponsor; or

   b) If an appeal has been taken, the amount finally determined on such appeal.

4. In arriving at the amount due the subgrantee under item 3 above, there shall be deducted:

   a) all unliquidated advance or other payments on account theretofore made to the subgrantee, applicable to the terminated portion of this subgrant;

   b) any claim which the prime sponsor may have against the subgrantee in connection with this subgrant; and

   c) the agreed-for price for, or the proceeds of the sale of, any materials, supplies, or other things acquired by the subgrantee, or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the prime sponsor.
The Board of Supervisors met in regular session this 1st day of May, 1979, at 10:00 a.m. with all supervisors present.

The minutes of April 23 and 24, 1979, were approved as mailed.

On motion of Clark, seconded by Owings, the consent agenda was approved: Farm Advisor travel - 5/16-17/79, Growth Impact Workshop, Jackson, 5/24-25/79 Livestock Symposium, Fresno. Two Mental Health Advisory Board members, Fresno, 5/1/79, Regional Care Facility mtg.

Road Commissioner Bill Lincoln discussed Road Dept. matters. On motion of Owings, seconded by Clark, Planning Commission, Planner/Grantsman, Road Dept., County Counsel directed to research funding for upgrading sub-standard roads with respect to major/minor sub-divisions' impact on such roads. Ayes: Owings, Clark, Weber, Erickson. Not Voting: Dalton. On motion of Weber, seconded by Owings, Road Commissioner received approval to dismantal hot oil tank and requests quotations on parts.

Ellen Bronson spoke regarding the remodeling of the Clerk's office. Remodel ing of the Clerk's office to be postponed.

Bob Borchard discussed Planning Office matters. On motion of Weber, seconded by Owings, Board to meet the fifth Tuesday of May. Clerk to publish notice. On motion of Weber, seconded by Owings, May 29, 1979, 2:30 p.m. set for public hearing to establish zone for Oak Terrace-Planned Development.

Acting as the Board of Directors, Coulterville County Service Area No. 1, on motion of Clark, seconded by Weber, Water and Wastewater construction contract amounts approved for payment and Auditor directed to draw a warrant Schedule A & B, $49,418.48; Schedule C, $6,393.93.

Board scheduled May 7, 1979, 9:00 a.m., Administrative Practices Session, to discuss Planning Dept. and Building Dept.'s request for use of Greenmyer House as office space. On motion of Owings, seconded by Weber, Greenmyers granted an extension to June 1, 1979, or sooner, to vacate the house purchased by the County.

On motion of Owings, seconded by Erickson, Planning Commission to review Road Commissioner's future road construction schedule and make recommendation to the Board on priorities.

Discussion took place on the continuation of Coulterville, Mariposa, and Bootjack Town Planning Councils. Planner/Grantsman to prepare resolution for Board's review extending the Mariposa Town Planning Council. On motion of Erickson, seconded by Weber, George Radanovich appointed to Mariposa Town Planning Council.

On motion of Erickson, seconded by Clark, George Strathearn appointed to the OEDP Committee as a regular member, representing District 3.

The Board adjourned for lunch at 12:00 noon and reconvened in regular session at 2:00 p.m.

Ross Alexander, R.V. Butterworth, Inc., presented a proposal for a free cassette copier with purchase of 60-minute cassette tapes. Mr. Alexander to research price of 90-minute tapes and advise Board.

On motion of Erickson, seconded by Clark, resignation of Helen Tedrow from the Commission on Aging accepted with regret.

Letter from Sheriff Paige recommending Board accept Pearson's bid for four Sheriff vehicles in the amount of $600 to be reviewed by Supervisors Weber and Owings, and recommendation made to Board at its May 8th meeting.

On motion of Owings, seconded by Clark, Res. 79-70 was passed and adopted, appropriating $2,000 to Fire Protection Budget: $1000 for Bootjack fire engine; $1000 for Bear Valley fire engine.
On motion of Clark, seconded by Owings, Chairman authorized to sign Report for first half of Air Resources Board subvention monies and a claim for second disbursement of subvention funds.

On motion of Owings, seconded by Clark, Res. 79-71 was passed and adopted, authorizing two deputies from Coulterville and one deputy from Fish Camp/Wawona to receive supplemental utility and rental expenses. Supervisor Weber absent.

Glen Power, Senior Citizens Assistance Office, requested Board forward a letter to the Calif. Dept. of Aging requesting present programs be continued through June 30, 1980. Commission on Aging to review letter and make recommendation to the Board at its May 8, 1979, meeting. On motion of Clark, seconded by Erickson, a copy of items sent to the Board by Glen Power pertaining to Senior Citizens to be sent to the Commission on Aging for its information.

Ross Alexander presented cost for 90-minute cassette tapes. Board to take under advisement.

Chairman appointed Supervisor Hal Weber as County's representative for Selection Committee for the Regional Extended Care Facility pursuant to the Joint Powers Agreement entered into with Fresno County.

On motion of Clark, seconded by Owings, Res. 79-72 as amended was passed and adopted, amending Personnel Policies and Procedures Manual by increasing the Committee number to include two general public members. Clerk to advertise to solicit interested citizens.

On motion of Clark, seconded by Weber, Ord. 510 was introduced and first reading waived, establishing County Airport Rules and Regulations. Summary of Ord. to be published prior to final adoption.

On motion of Owings, seconded by Clark, Res. 79-73 was passed and adopted, extending Res. 79-13 to June 1, 1979, Interim Emergency Certificate of Convenience and Necessity issued to Henry L. Tungequist, DBA Wawona Disposal.

Bethanne Dowlan, CETA Project Administrator, requested approval of the Summer Youth Grants. On motion of Owings, seconded by Clark, Chairman of the Board and Chairman of the Local Planning Council authorized to sign Title IV SYEP, Summer Youth Grant.

There being no further business, the Board adjourned at 4:15 p.m. to meet in Administrative Practices Session on Monday, May 7, 1979, 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met in Administrative Practices Session this 7th day of May, at 9:20 a.m. with all supervisors present.

Space needs requirements for County offices discussed. Board to review presentation prepared by County Counsel, and discuss at a later date. County Counsel to prepare itemization of Government Code Sections governing destruction of obsolete County Records by microfilming or shredding.

Bob Jirsa spoke regarding the tourguide position with the Board. Board to take action at its May 8, 1979, meeting.

Discussion took place on teletype messages received by the Sheriff Dept. from the Governor and the Office of Emergency Services sent to the Chairman, Board of Supervisors and Civil Defense Director regarding gasoline emergency meeting in Sacramento.

Budget sessions ensued with Auditor Barbara Saye present. Assessor Stephen Dunbar presented and received approval on his preliminary FY 79-80 budget. Farm Advisor John Anderson presented and received approval on his preliminary FY 79-80 budget, as amended.

The Board adjourned for lunch at 12:00 noon and reconvened at 2:00 p.m. Board discussed with Craig McDonald and Ellen Bronson remodeling of the Clerk’s office.

Road Commissioner Bill Lincoln presented and received approval on the Road Dept. preliminary budget.

Special Districts Manager Roger McElligott presented and received approval on Yosemite West, Airport, and Coulterville-alternative 2 preliminary budgets.

Frank Long, Historical Sites Preservation Committee, discussed the Wawona fence repairs, and the 125th Anniversary Celebration. Supervisor Erickson to make recommendation on repairs of the driveway of the old jail.

Special Districts Manager Roger McElligott discussed Mariposa Pines preliminary budget.

Chamber of Commerce advertising budget discussed with Merle Bradford. Supervisors Erickson and Owings to review Chamber of Commerce budget and make recommendation to the Board.

Special Districts Manager Roger McElligott discussed Parking District budget. Solid Waste budget presented and preliminary budget approved.

The Board adjourned at 5:45 p.m. to meet in regular session 9:00 a.m., May 8, 1979.

ATTEST:

Jean J. Lynk
Clerk of the Board

EUGENE P. BALTON, JR., Chairman
Board of Supervisors
The Board of Supervisors, Mariposa County, met in regular session this 8th day of May, 1979, at 9:00 a.m. with Supervisors Clark, Weber, and Owings present. Supervisor Erickson and Dalton arrived late.

The minutes of April 30 and May 1, 1979, were approved as mailed.

On motion of Weber, seconded by Owings, the Consent Agenda was approved:
Travel, Bob Powers, Sacramento, 5/7/79, gasoline emergency meeting.


On motion of Weber, seconded by Owings, rent increase for Veterans Service office to $150 per month for FY 79-80 approved.

Supervisor Dalton arrived at 9:10 a.m.

Supervisor Erickson arrived at 9:15 a.m.

On motion of Owings, seconded by Weber, County Counsel instructed to prepare Veterans Service Office lease agreement for FY 79-80 for presentation to the Board.

Mariposa County Fair ad discussed. Advertising cost to be secured and Board to review.

Grant Birmingham discussed County Trapper budget. On motion of Weber, seconded by Clark, County Trapper FY 79-80 preliminary budget approved.

Acting as Mariposa Pines Board of Directors, on motion of Owings, seconded by Erickson, loan from the Water Agency of $4,000 required in order to bring Mariposa Pines into legal compliance, and for health and safety reasons.

Road Commissioner Bill Lincoln discussed Road Dept. matters. On motion of Weber, seconded by Owings, Res. 79-74 was passed and adopted certifying total mileage of maintained county roads as of April 30, 1979. On motion of Clark, seconded by Owings, Road, Dept. received permission to close Greeley Hill Road during construction for periods up to two hours, Monday through Thursday, 8:00 a.m. - 5:00 p.m. for approximately two months; Road Dept. to appropriately advertise of road closure.
On motion of Weber, seconded by Clark, parade permit for June 9, 1979, 125th Anniversary Celebration granted. Clerk to advise Caltrans.

On motion of Erickson, seconded by Owings, Res. 79-75 was passed and adopted, supporting Senate Bill 456 relating to surface mining and reclamation.


Planner/Grantsman Bob Borchard presented the proposed grading ordinance for Board review. On motion of Weber, seconded by Owings, May 22, 1979, 3:30 p.m. set for public hearing on the grading ordinance. Clerk to advertise.

Discussion ensued with audience participation regarding minimum lot sizes in Bootjack. On motion of Owings, seconded by Weber, Interim Emergency Zoning Ord. 511 was passed and adopted, placing a moratorium on all voluntary divisions of land within Bootjack area, with the exception of that area defined as the Town Planning Area; public hearing set for August 7, 1979, 2:00 p.m. for review of Interim Emergency Zoning Ord. 511; Planning Commission to develop comprehensive development plan for study area. Ayes: Owings, Weber, Dalton, Erickson. No: Clark.

Glen Power discussed Senior Assistance matters. On motion of Clark, seconded by Weber, Senior Assistance Program Grant Application amended; Chairman authorized to sign grant application and Assurance of Compliance. On motion of Owings, seconded by Erickson, Res. 79-76 was passed and adopted, approving submission of Title III Senior Service Grant Application for 1979-80, as amended.

On motion of Clark, seconded by Weber, travel approved for Irene Johnson, Sutter Creek, 5/9/79, meeting with Dept. of Aging.

Discussion took place with Dave Atkins and Al Thomson, Bureau of Land Management regarding BLM Wilderness procedures.

On motion of Weber, seconded by Clark, Board adjourned to meet in Executive Session, personnel matter, re charges against County Department head.

The Board adjourned for lunch at 1:20 p.m. and reconvened in regular session at 2:10 p.m., following the Water Agency meeting.

Public Hearing continued on General Plan Amendments. Amendment request from Richard Doscher on Barretts Cove Road South and Merced Falls Road approved on motion of Clark, seconded by Owings, per Planning Commission’s recommendation. Amendment request from John Chung Kim, property to be changed from AE to MH on motion of Erickson, seconded by Clark denied. Amendment request from W. Wyre and T. McCord to change all property on Indian Gulch Road designated as MG to AE presented. On motion of Weber, seconded by Erickson, requested change approved -- Ayes: Weber, Erickson; Noes: Clark, Owings, Dalton -- Motion failed. On motion of Clark, seconded by Owings, Martini property along property line and including area extending into AE will be MG; rest of property involved will become AE -- Ayes: Clark, Owings, Erickson, Dalton. No: Weber -- motion passed.

On motion of Weber, seconded by Owings, public hearing continued.

On motion of Clark, seconded by Owings, Auditor directed to draw a warrant to the U.S. Post Office in the amount of $495.77 out of Clerk’s budget for cost of mailing 5902 sample ballots for Special Primary Election.

Public Hearing on General Plan Amendment No. 79-1 opened; input called for and received; hearing continued. On motion of Erickson, seconded by Weber, General Plan Amendment No. 79-1 referred back to the Planning Commission for review and recommendation to the Board.

W.A. O'Bannon, P.G.&E. discussed street light conversation program.

Parks & Rec. Director Rich Begley and Auditor Barbara Saye discussed Mariposa Park project funding. On motion of Clark, seconded by Owings, loan from Mariposa Athletic Field State II monies of $2900 for completion of Mariposa Park approved: monies to be replenished with receipt of State Park Bond retention monies.

On motion of Clark, seconded by Weber, County Counsel to request extension to October 1, 1979, for completion of revenue sharing audit by the County.

On motion of Clark, seconded by Weber, public hearing scheduled for June 12, 1979, 2:00 p.m., for proposed use of revenue sharing monies. Clerk to publish notice.

On motion of Owings, seconded by Weber, article from New West Magazine regarding subdivisions, "Subdivide and Conquer" which was read into record by Jery McNamara, was adopted and made part by reference to Board minutes.

Acting as Coulterville County Service Area No. 1 Board of Directors, on motion of Clark, seconded by Weber, Res. 79-4 was passed and adopted, awarding sale of bonds to the Mariposa County Water Agency subject to the terms and conditions of said offer.


On motion of Clark, seconded by Erickson, Res. 79-77 was passed and adopted, authorizing Chairman to sign jail air conditioning Notice of Award and Agreement with Avery Air.

Civil Defense Director Bob Powers discussed meeting in Sacramento regarding gasoline emergency. Bob Powers requested to make recommendation to the Board with respect to County's emergency vehicle gasoline concerns.

Chairman Dalton to discuss with Sheriff Paul Paige timely receipt of teletype messages addressed to the Board of Supervisors.

On motion of Clark, seconded by Owings, Res. 79-78 was passed and adopted, intention to approve amendment to PERS contract.

There being no further business, the Board adjourned at 5:45 p.m. to meet in Administrative Practices Session May 14, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
On motion of Owings, seconded by Erickson, the Consent Agenda was approved: Amend Board Minutes of May 8, 1979, to include typied copy of Tom DeVries article appearing in New West Magazine.

---

**Real Estate/Tom DeVries**

**SUBDIVIDE AND CONQUER**

"... Pyramid 'four-bys'—illegal subdivisions—have become a major sport in exurban California. In Butte County, the game is up..."

WARREN BYERS, faced with felony charges and a fine that could total $2.5 billion, fled Butte County for Canada, where he is now a fugitive.

Paul Van Brocklin, so far facing only civil suits, is now believed to have fled to Costa Rica.

Benjamin Culet of Butte was indicted in December, 1976, for 38 felony violations. He pled no contest to nine counts last year and was sentenced to five years' probation and fined $1,500, payments to begin in January, 1983.

George Chames pled no contest to a felony and served 60 days in the Butte County jail. He was also fined $5,000 and lost his notary commission.

None of these people, nor any of the several dozen others involved in similar cases in this quiet Northern California county, used a gun while committing his offense. In fact, none used weapons of any kind, unless you consider a pencil a weapon. Most of these people were respected members of the business community, whose neighbors believe, what scores of others are doing throughout the state.

Crimes like these may be among the most brazen, with little or no law enforcement in California violation of the laws regulating the subdivision of land.

Subdivisions are not necessarily those orderly rows of new homes on little asphalted cul-de-sacs. A subdivision, the law says, takes place whenever a piece of land is split into five or more pieces. A subdivision can be any person, firm or association proposing to divide that land for himself or for others.

In the recreation and retirement home boom that is making life interesting for realtors in exurban California, pyramid "four-bys" have become a major sport. There have been thousands of subdivisions created in the past few years. And perhaps many of these have been illegal and their creation felonious in the eyes of the law. Only a handful have been discovered and prosecuted.

Butte County turned over the rock in the early 1970s, when some new residents of the county complained that their roads were not being properly maintained. On examination, a grand jury found that the roads in question did not exist legally.

They were quick bulldozer jobs through illegal subdivisions. Worse, they were almost everywhere the investigators looked. Hundreds of subdivisions with potential populations of thousands dotted the foothills around Lake Oroville. Buyers from the Bay Area and even Los Angeles had, in good faith, bought retirement ranchettes on the non-existent real estate agents' worthless promises of good water, adequate drainage, decent all-weather roads, fire protection and recreation opportunities.

Butte applied for federal funds and assigned a full-time deputy district attorney, Howard Abbott, to investigate further. The good burghers of Butte responded with disbelief. An angry letter to the local paper accused Abbott's investigation of "turning pillars of society into criminals."

A few months ago, for example, Abbott helped the Butte County Grand Jury return felony indictments against no less respectable a figure than the Oroville city treasurer, Valerian Quintana, and several of his local business associates. Quintana is charged with conspiracy and selling subdivided lands without a public report. If convicted, he could go to prison.

Ironically, California laws for protecting buyers of real estate—and particularly land—are among the strongest in the country. The double whammy of the Subdivided Lands Act and the Subdivision Map Act is intended to save not only the buyer but also local government and the environment from nasty surprises when property starts turning over and breaking up.

In a state that has a patent on certain kinds of land fraud it may seem incredible, but if the law is enforced it is very hard to get burned in a California land deal. However, the Subdivided Lands Act seems to be enforced about as well as the $5-mile-an-hour speed limit.

"I take a kind of busman's holiday," says Butte's Abbott, a native Californian. "I drive through the mountains and when I see signs saying lots for sale, I'm tempted to ask to see the public report. If they don't have one, I know they've got a subdivision going and that it's probably illegal."

"The problem," says deputy attorney general Bruce Flushman, "is not limited to Butte County. It's throughout the foothills, and it's insidious."

THE LAW SAYS that when land is divided particularly when it is divided more than four times—certain things must happen. Most importantly, the law says the subdivider is supposed to notify the local government and the State Department of Real Estate that a subdivision is being created. In return, the state sends an investigator who walks at the proposed subdivision and compiles a report with loads of useful information in it. The state's report describes the title to the land, the area of the division, water and sewerage availability, fire protection, access and roads. It estimates how much electricity and telephone services will cost and tells what can and can't be built on the land. The report also tells the local schools what the law means.

The law says you must be given a copy of this official public report by the real estate salesman. If you see a public report and still get burned, you can blame only yourself.

The law says that there shall be a local ordinance to further regulate subdivisions, particularly their impact on the environment. The county or town must agree to the subdivider's plans for road building and grading so that, presumably, when the first rains come your road and house won't float down the hill. The law says the county can force the subdivider to put money in trust accounts to build the facilities he promised you at the time of the sale.

That's what the law says. Here's what really happened in Butte County.

BENJAMIN CULET and his associates bought about 2,000 acres between 1972 and 1974 for a little more than $300,000. Using a variety of borrowed and faked names, they created more than 400 lots, never announcing their subdivisions or getting public reports. Then they would divide a piece of land into four parcels, recording the new pieces in the names of four people. Some of the new owners did not exist. Some didn't know they owned land, some cheerfully helped. Nobody ever held title to more than four pieces and
Butte County never officially knew who was going on. Each of the four pieces created was split again—four new names, four new owners, four more fraudulent title records in the county files.

In a few of the illegal subdivisions in Butte, owners have turned out to be Sacramento winos picked up off the streets. They lent their signatures for a bottle of wine. Apparently, the whistle was blown on one of these scams when one of them sobered up long enough to claim he was a property owner.

"The county records," Abbott says, "are apparently loaded with forged title documents."

At some point, Culet began to sell the lots to innocents. Associates in the local title company provided the proper papers and a real person took title to the land according to county records. An investigator in Butte estimates that Culet took in approximately $1.5 million before anybody noticed.

Not only were the subdivisions illegal, but in avoiding the law, Culet and friends committed more than technical violations. They advertised their lots as having "good roads" when in fact the existing tracks barely met four-wheel-drive standards. They said that electricity was easily accessible when in fact it could be brought in only at great expense to the purchaser. They bragged of a "trout stream" that didn't exist. They told buyers that they could draw drinking water from a creek that in fact is controlled by an irrigation district downstream, and whose water isn't drinkable anyway. They sold land as a "good investment"; many buyers will be unable to re-sell it quickly at any price.

And laws that would have protected buyers were escaped by the illegal splits. Even though Culet has been successfully prosecuted, his problems are small compared to those of many of the buyers—and small compared to those Butte County could be facing in the future.

In addition to his criminal sentence, Culet will pay a civil fine of $100,000, which the county will split with the state. Which assisted in the prosecution. Culet will return the purchase price to a few of the people he took advantage of. But, sighs a Butte official, "he will still do real well. He bought land cheap, made a lot of money and he's still in business."

Meanwhile, as a result of splits, the county is issuing building permits at almost triple the 1970 rate. This situation is common in most of the foothill counties and presents the same problem to all of them: "If all these people move in," Abbott says, staring at a county map dotted with suspected illegal subdivisions, "the county won't be able to provide necessary services. We're already having trouble with the roads."

In their haste, Butte subdividers had drawn roads in pencil on their maps. "Many times," investigator David Remerde says, "we find that the road isn't where the map shows it to be. While cutting the road, the cat man [bulldozer operator] finds there are too many rocks or trees in the way so he takes the easiest route. People site a house, then we find they've put it in the middle of a road easement so we'll never straighten it out. Then, of course, in the first rain, the road is gone anyway."

One harried lawyer working on a split reportedly described the new parcels so carelessly that it was later discovered he had neglected to describe the land itself, and, inadvertently, all that was offered for sale were the lines dividing the lots.

So Butte County can look forward to years of cleaning up Culet's mess. The impact of the prosecutions has not been lost elsewhere in the state, however. A few other counties are proceeding with investigations of their own into illegal subdivisions. One of Butte's investigators, for example, has been hired by neighboring Yuba County to begin a land fraud unit. Officials from Nevada and Mariposa counties have begun probes as well.

"The problem you have," says the consultant to the legislative committee that worked on the law, "is that in the smaller counties where this [land splitting] is going on, the D.A. may be only a half-time employee. Anyway, they have small staffs. The routine criminal things—robberies, fights—tie up their time and they can't get in and spend six months to prove a real estate conspiracy."

An official in another county agreed. "Basically," he said of his office's efforts, "we didn't have enough time to do the research. But, added another county employee, "if they ever dug into this mess, they'd find more illegal splits than in Butte. And they're still out doing it."
MARIPOSA COUNTY RESOLUTION 79-

RESOLVED, by the Board of Supervisors of the County of Mariposa, State of California, that the Notice of Award and Agreement, together with the other pertinent contractual documents, relative to the installation of an air conditioning system at the Mariposa County Jail be and the same is hereby approved; that the Chairman of the Board of Supervisors be and is hereby authorized to execute all necessary contract documents pertinent to the award of the bid; and that the approved contract documents be remitted to the Mariposa County Sheriff for further processing and handling relative to obtaining contractor's signature and funding for the project.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 8th day of May, 1979, by the following vote:

AYES:
NOES:
NOT VOTING:
ABSENT:

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

APPROVES AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board
DATED: May 8, 1979

ATTEST:

JOAN LYNK, Clerk of the Board
NOTICE OF AWARD

TO: Avery Air Heating & Air Conditioning
1472 Virginia Street
Baldwin Park, Calif.

FOR INSTALLATION OF: Air Conditioning System including Removal of Existing Evaporative Cooling System

TO: Mariposa County Jail

Your Bidder's Proposal dated April 3, 1979, is accepted for the following item at the following price:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid (see attached base bid, specifications, and description of work)</td>
<td>$7,082.00</td>
</tr>
</tbody>
</table>

You are required by the Notice and Instructions to Bidders to execute this contract document within ten days from the date of mailing this notice.

COUNTY OF MARIPOSA, A Political Subdivision of the State of California

By ____________________________________________

Title __________________________________________

Date __________________________________________

RECEIVED:

____________________________________, 1979

Avery Air Heating & Air Conditioning

By __________________________________________

Title __________________________________________

NOTICE OF AWARD

Page 1 of 1 Page
INSTALLATION OF AIR CONDITIONING SYSTEM INCLUDING REMOVAL OF EXISTING EVAPORATIVE COOLING SYSTEM MARIPOSA COUNTY JAIL

AGREEMENT

THIS AGREEMENT, made and entered into the 1st day of May, 1979, by and between the County of Mariposa, hereinafter called "OWNER", and Avery Air Heating & Air Conditioning, hereinafter called "CONTRACTOR".

WITNESSETH: That OWNER and CONTRACTOR, in consideration of promises and mutual covenants, considerations, and agreements herein contained, agree as follows:

STATEMENT OF WORK: CONTRACTOR shall furnish all labor and materials and perform all work described as follows:

Remove two existing evaporative coolers and non-essential ductwork. Furnish and install in an operation, three air conditioning systems that shall include the following:

1. One split unit (system).
2. Two package units.

Provide all necessary duct work, electrical, plumbing and controls. All work done shall conform to local and California codes as applicable.

EQUIPMENT SPECIFICATIONS

1. Condensing Units

Shall be Carrier or equivalent having capacities and EER as shown on attached schedules. The units shall be mounted on 6 x 6 redwood roof sleepers that shall keep top level. They shall be placed in mastic and covered with 24 gauge galvanized metal.

2. Evaporator coils

Shall be obtained from the same manufacturer as the condensing units, and will be furnished with weather proof casing, thermal expansion valves, and have the capacities shown in the attached schedule.
3. Package modules
   A. For original security area
      Shall be Carrier 50YA036-301 package unit or its equivalent (34,000
      BTU at 105 degrees, condenser entering air EER 8.1).
   B. Office area - original building
      Shall be Carrier 50EG006-501 240/30 package unit or its equivalent (60,000
      BTU at 105 degrees, condenser entering air 72 degrees WB entering air
      evaporator).

4. Condenser unit - Security area new addition
   Shall be Carrier 38 UE-004-501 240/30 or equivalent (EER 8.6 - cooling
   eap 37,700 BTU at 45 degrees SST - 100 degrees condenser entering air).

5. Coil and Case - Security area new addition
   Shall be Carrier 28 HQ 048-11 evaporator coil with T X V and weatherproof
   case or its equivalent (cooling evap 37,500 BTU at listed conditions.
   Shall have CU-1 adjust AH-1 pulleys to provide 1425 CFM supply air.

6. Ductwork
   A. Remove existing ducts to allow installation of new units.
   B. Replace ductwork as required.
   C. Ductwork shall be insulated inside with one inch 14 density liner.
   D. All ductwork shall conform to SMACNA low velocity instructions.
   E. All ductwork shall be sealed watertight with arbol tape and adhesive.

7. Electrical work
   All electrical work shall conform with applicable local and State codes,
   and have the following provisions
   A. Be able to be disconnected at condensing units.
   B. Have circuit breaker protection.
8. Condensate lines
   A. Shall be schedule 40 galvanized iron pipe or type "L" copper run to nearest drain. (If copper is used, installation shall facilitate full drainage to prevent freezing.)
   B. If connected to sewer vent, an approved vent connection shall be utilized at coil connection.

9. Controls
   A. Controls shall be added to allow existing system to function as it does now, and control by thermostat the new equipment.
   B. This will include a system selector switch that will have a "fan only mode", "heat only mode", "cool only" and "system off mode" respectfully.

The complete Contract consists of the following documents: This Agreement, the Bid Proposal and Specifications attached hereto as Exhibit 'A', Special Conditions, the Notice to Contractors, Instructions to Bidders, the Accepted Bid, Notice of Award, Bidders List of Subcontractors, Wage Scale, Faithful Performance Bond, and Labor and Material Bond, and Addenda.

All rights and obligations of OWNER and CONTRACTOR are fully set forth and described in the Contract Documents.

All of the above-named documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "Contract Documents".

COMPENSATION TO BE PAID TO CONTRACTOR: OWNER will pay and CONTRACTOR will accept in full consideration for the performance of the Contract the sum of Seven Thousand Eighty-Two Dollars ($7,082.00).

TIME FOR COMPLETION shall be sixty (60) calendar days from date of notice to proceed.

PROGRESS PAYMENTS: OWNER will make payments on account of the Contract, as provided herein, as follows:

On or about the tenth day of each month, with OWNER'S Building Inspector's certification, ninety percent (90%) of the value of labor and materials incorporated in the work up to and including the last day of the preceding month, less the aggregate of previous payments, and thirty-five (35) days after filing of Notice of Completion the balance shall be paid, provided no liens have been filed as a matter of record. If such liens are filed, final payment shall be made fifteen (15) days after discharge of all such liens and encumbrances.

AGREEMENT
Page 3 of 4
SERVICE OF NOTICE: All notices required to be given hereunder shall be mailed or delivered in the case of OWNER to OWNER'S name and address shown in Notice to Contractors and in the case of CONTRACTOR to CONTRACTOR at the address shown beneath CONTRACTOR'S signature at the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this Agreement in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts be deemed an original thereof.

COUNTY OF MARIPOSA

By ____________________________
Title ____________________________

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board
DATED: April 30, 1979

ATTEST:

JOAN LINK, Clerk of the Board

Contractor ____________________________
Address ____________________________
By ____________________________
Title ____________________________

ATTEST:

______________________________

AGREEMENT
Page 4 of 4 Pages
BID FORM

PROPOSAL TO DO CERTAIN WORK
for the
UPGRADING OF THE AIR CONDITIONING SYSTEM
in the
SECURITY SECTION
of the:
MARIPOSA COUNTY JAIL
MARIPOSA, CALIFORNIA

1. In response to your Notice and Instructions to Bidders dated MARCH 1979, 1979, and subject to all the conditions thereof, the undersigned

AVERY AIR HEATING AND AIR COND., whose business address is

1472 VIRGINIA ST BALDWIN PARK, CALIF

hereby proposes to perform all of the work set forth in the Contract in accordance with and for the price(s) shown on the Bid Form.

2. TO THE HONORABLE BOARD OF SUPERVISORS, COUNTY OF MARIPOSA:

3. Gentlemen:

AVERY AIR HEATING AND AIR CONDITIONING

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, transportation and services for the upgrading of the air conditioning system, in strict conformance with the specifications and requirements.

BASE BID

All work shown and described in Specifications and requirements,
Complete

SEVEN THOUSAND EIGHTY TWO NO/100-------------Dollars ($782.00-)}
4. It is understood that this Bid is based upon completion of the work within one hundred eighty (180) calendar days from date of notice to begin work.

5. The undersigned has examined the location of the proposed work and is familiar with the Specifications, Requirements and other Contract Documents, and the local conditions at the place where the work is to be done.

6. The undersigned has carefully checked all of the foregoing figures and understands that the Board of Supervisors of Mariposa County will not be responsible for any errors or omissions on the part of the undersigned in making up his Bid.

7. Addenda issued during the time of bidding are to be included in the proposal, and in completing the Contract, and they are to become a part thereof.

8. The undersigned hereby certifies that his Bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

______________________________
RONALD LEROY AVERY
Contractor

______________________________
OWNER (SOLE)
Title

______________________________
BY

______________________________
1429 SANDIA ST. LA PUENTE, CALIF
Address

Dated: APRIL 3, 1979

California Contractor's License
No. 0-20 281010
COMMERCIAL and INDUSTRIAL CONTRACTING and ENGINEERING

SHEET METAL FABRICATION AND ERECTION

✓ Sheet Metal Specialties
✓ Equipment platform fabrications
✓ New and old construction

• CHILL WATER SYSTEMS AND BOILERS
• GAS AND ELECTRIC EQUIPMENT
• RECIPROCATING AND CENTRIFUGAL EQUIPMENT

Call Us -
(213) 339-9417

SERVING CALIFORNIA
Proposal

AVERY AIR
Heating & Air Conditioning
P. O. Box 66  West Covina, Cali. 91790
Phone (213) 339-9417

PROPOSAL SUBMITTED TO

MARIPOSA COUNTY

SWEET
10th AND OLD HWY.

CITY, STATE AND ZIP CODE

ARCHITECT

PHONE

DATE
APRIL 3 1979

JOB NAME

MARIPOSA COUNTY JAIL

JOB LOCATION

ARCHITECT

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

INSTALLATION OF POWER SAVERS ON PROPOSED AIR CONDITIONING

EQUIPMENT TO BE INSTALLED, TO BE INSTALLED IN NEW DUCT WORK WITH

NEW INSTALLATION.  COST $860.00 PER AIR CONDITIONING SYSTEM

PAY BACK RATE IS 2 YEARS UTILITY COST TO PAY FOR POWER SAVERS.

REFER TO SUBMITAL FOR INFORMATION.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

TWO THOUSAND FIVE HUNDRED EIGHTY AND NO/100- Dollars ($2,580.00-)

Payment to be made as follows:

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 45 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: ____________________________

Authorized Signature

CONTRACTORS LIC # 281010

Bill of Sale

(All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.)

(Initials)
NOTICE TO CONTRACTORS

Notice is hereby given that the Board of Supervisors of the County of Mariposa, State of California, will receive sealed bids for the furnishing of all labor, materials, transportation and services for the upgrading of the air conditioning system located at the security section of the Mariposa County Jail, Mariposa, California.

A complete set of specifications and requirements covering the work may be examined at the Mariposa Sheriff's Department, 10th and Old Highway, Mariposa, California. Bids shall be in accordance with specifications, requirements and contract documents.

Bids shall be submitted upon proposal forms to be furnished to bidders in accordance with regulations, as set forth in "Instructions to Bidders".

Bids shall be sealed, and received by the Board of Supervisors, Mariposa County Courthouse, Mariposa, California on or before the 3rd day of April, 1979. Closing hour for receipt of bids will be 2 P.M. of that same day.

Opening of all Bids will be in public, in the Supervisors Chambers, Mariposa County Courthouse.

The Board of Supervisors of Mariposa County reserves the right to reject any and all Bids, and/or waive any irregularities in any Bid received.
The Board of Supervisors reserves the right within thirty (30) days after the opening of Bids, to reject any and all Bids should that be deemed by the Board of Supervisors to be in the public interest. No Bidder may withdraw his Bid for a period of thirty (30) days after the date set for the opening thereof.

In accordance with Section 1770 et seq. of the California Labor Code, the Board of Supervisors has determined the general rate of per diem wages in the locality applicable to the work to be performed.

It shall be mandatory upon the Contractor, and upon any Subcontractors under him, to pay not less than said specified rates to all laborers, workmen or mechanics employed by them during the life of the contract.
INSTRUCTIONS TO BIDDERS

GENERAL

A. Each Bidder shall carefully read these Instructions, General Conditions and Special Conditions complete, as well as the Specifications and familiarize himself with each sheet of the Drawings, to determine their efficiency.

B. Visits to the Site and acquaintance with all conditions and limitations involved thereon should be made by each Bidder, as no allowance will be made because of the lack of such examination and knowledge.

C. Only licensed Contractors, authorized to do business in the State of California under the Contractor's License Law will be permitted to submit a proposal.

D. Before the Contract is awarded, the Board of Supervisors may, in its sole discretion, require from the proposed Contractor further evidence of the qualifications of such Contractor, faithfully, capably and reasonably to perform such Contract, and may consider such evidence before making its decision on the award of such proposed Contract.

E. Bid forms may be picked up at the Board of Supervisor's Clerks Office, or at the Sheriff's Office.
NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.
DESCRIPTION OF WORK

Remove two existing evaporative coolers and non-essential ductwork. Furnish and install in an operation, three air conditioning systems that shall include the following:

1. One split unit (system).
2. Two package units.

Provide all necessary duct work, electrical, plumbing and controls. All work done shall conform to local and California codes as applicable.
EQUIPMENT SPECIFICATIONS

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   Shall be Carrier or equivalent having capacities and EER as shown on attached schedules. The units shall be mounted on 6 x 6 redwood roof sleepers that shall keep top level. They shall be placed in mastic and covered with 24 gauge galvanized metal.

2. Evaporator coils
   Shall be obtained from the same manufacturer as the condensing units, and will be furnished with weather proof casing, thermal expansion valves, and have the capacities shown in the attached schedule.

3. Package modules
   A. For original security area
      Shall be Carrier 50YA036-301 package unit or its equivalent (34,000 BTU at 105 degrees, condenser entering air EER 8.1).
   B. Office area - original building
      Shall be Carrier 50EG006-501 240/30 package unit or its equivalent (60,000 BTU at 105 degrees, condenser entering air 72 degrees WB entering air evaporator.

4. Condensor unit - Security area new addition
   Shall be Carrier 38 UE-004-501 240/30 or equivalent (EER 8.6 - cooling eap 37,700 BTU at 45 degrees SST - 100 degrees condenser entering air).
5. Coil and Case - Security area new addition

Shall be Carrier 28 HQ 048-11 evaporator coil with T X V and weatherproof case or its equivalent (cooling evap 37,500 BTU at listed conditions.
Shall have CU-1 adjust AH-1 pulleys to provide 1425 CFM supply air.

6. Ductwork

A. Remove existing ducts to allow installation of new units.
B. Replace ductwork as required.
C. Ductwork shall be insulated inside with one inch 1/2 density liner.
D. All ductwork shall conform to SMACNA low velocity instructions.
E. All ductwork shall be sealed watertight with arobol tape and adhesive.

7. Electrical work

All electrical work shall conform with applicable local and State codes, and have the following provisions
A. Be able to be disconnected at condensing units.
B. Have circuit breaker protection.

8. Condensate lines

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9. Controls

A. Controls shall be added to allow existing system to function as it
does now, and control by thermostat the new equipment.

B. This will include a system selector switch that will have a "fan only
mode", "heat only mode", "cool only" and "system off mode" respectfully.
INSTALLATION OF AIR CONDITIONING SYSTEM INCLUDING REMOVAL OF EXISTING EVAPORATIVE COOLING SYSTEM
MARIPOSA COUNTY JAIL

CONTRACTORS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

as Principal, and

are held and firmly bound unto

hereinafter called the Owner, in the sum of Eight Thousand Dollars ($8,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Owner, dated May 1, 1979, for the installation of air conditioning system including removal of existing evaporative cooling system in Mariposa County Jail.

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, except that no change will be made which increases the total Contract amount more than twenty percent (20%) in excess of the original Contract amount without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS THEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of __________, 1979, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual Principal) Seal

(Address) (Business Address)

(Individual Principal)

(Address) (Business Address)
INSTALLATION OF AIR CONDITIONING
SYSTEM INCLUDING REMOVAL OF EXISTING
EVAPORATIVE COOLING SYSTEM
MARIPOSA COUNTY JAIL

(Corporate Principal)

(Business Address)

By

(Corporate Seal)

ATTEST:

(Corporate Surety)

(Business Address)

By

(Corporate Seal)

The rate of premium on this Bond is ______________________ per thousand.
Total amount of premium charges $______________________________.
INSTALLATION OF AIR CONDITIONING
SYSTEM INCLUDING REMOVAL OF EXISTING
EVAPORATIVE COOLING SYSTEM
MARIPOSA COUNTY JAIL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the COUNTY OF MARIPOSA by Resolution ___________, adopted

__________________________________________, has awarded to

hereinafter designated as the "Principal" a Contract for installation of
air conditioning system including removal of existing evaporative cooling
system in Mariposa County Jail.

WHEREAS, said Principal is required under the terms of said contract and
the specifications therefor to furnish a bond for the faithful performance
of said contract.

NOW, THEREFORE, we, the Principal, and

__________________________________________ as Surety, are held and firmly

bound unto the ____________________________________________

said ____________________________________________ in the penal sum of Eight Thousand
Dollars ($8,000.00) lawful money of the United States, for the payment of
which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, or assigns, shall in all things stand to and
abide by, and well and truly keep and perform the covenants, conditions, and
agreements in the said contract and any alteration thereof made as therein
provided, on his/her or their part, to be kept and performed at the time and
in the manner therein specified, and in all respects according to their true
intent and meaning, and shall indemnify and save harmless the said COUNTY OF
MARIPOSA, its officers and agents, as therein stipulated, then this obliga-
tion shall become null and void; otherwise it shall be and remain in full
force and effect.

And the said Surety for value received, hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the con-
tract or to the work to be performed thereunder or the specifications accom-
panying the same shall in any wise affect its obligations on this bond, and
it does hereby waive notice of any such change, extension of time, alteration,
or addition to the terms of the contract or to the work or to the specifica-
tions.

PERFORMANCE BOND
Page 1 of 2 Pages
IN WITNESS WHEREOF (___) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of ________, 1979.

Principal

By_____________________

Surety

By_____________________

PERFORMANCE BOND
Page 2 of 2 Pages
The Board of Supervisors, Mariposa County, met this 15th day of May, 1979, at 9:00 a.m. with Supervisors Clark, Owings, Weber, and Erickson present. Supervisor Dalton arrived late.

On motion of Owings, seconded by Erickson, Larry Harvison changed to a regular member of the OEDP Committee; Gary Colliver changed to an alternate member, representing District 4.

Supervisor Dalton arrived.

Discussion took place on letter from Mariposa County Farm Bureau regarding the user fee for the dump. On motion of Clark, seconded by Owings, Clerk to write Farm Bureau enclosing a copy of Assessor's letter comparing 1977 taxes paid for the dump use and the proposed user fee charge.

It was decided by all Board members that any member of the audience wishing to speak will make comments into the microphone.

On motion of Weber, seconded by Clark, Mariposa Photographic's request to be named official photographer during the 125th Anniversary Celebration to be forwarded to the 125th Anniversary Committee for recommendation to the Board.

On motion of Clark, seconded by Weber, County Counsel to research possibility of establishing a service area in Stockton Creek Watershed area.

On motion of Owings, seconded by Weber, the Consent Agenda was approved: Glen Gordo's request to meet with the Board May 22, 1979, 11:45 a.m. to discuss fees on mining claims approved. Assessor Stephen Dunbar, 5/22/79, Sacramento, Legislative Committee mtg. County Counsel, Sacramento, 5/18/79, CSAC Gov. Operations/Community Development. Claims as presented by the Auditor:

<table>
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<tr>
<th>General Fund</th>
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<td>Law Library</td>
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<td>251.02</td>
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<td>Coulterville Service Area</td>
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<td>Mariposa Pines</td>
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<td>Justice Subvention</td>
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<td>S.A.P.</td>
<td>2,987.39</td>
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<td>Don Pedro Sewer Zone</td>
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<td>Parks &amp; Rec.</td>
<td>4,804.83</td>
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<td>Parking Dist. Maintenance</td>
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<td>YETP Title VI</td>
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<td>Title VI Fund</td>
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<td>Vehicle Property Damage Fund</td>
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<td>Mariposa Lighting District</td>
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<td>Hornitos Lighting District</td>
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<td>Coulterville Sewer Construction</td>
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<td>Anti-Recession Operating Fund</td>
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<td>Revenue Sharing Operating Fund</td>
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<td>Water Agency Fund</td>
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<td>Road Fund</td>
<td>30,139.33</td>
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</table>
Minutes of May 7 and 8, 1979, approved as mailed.

Road Commissioner Bill Lincoln discussed Road Dept. matters with the Board. Per Mr. Lincoln's request, the Board reaffirmed the Mariposa County Code Section 12.04.020 requiring "all undeeded rights-of-way now being maintained as public roads by the County are to be in use for a width of forty feet." Road Commissioner's letter regarding County Roads - General Condition to be discussed at future Administrative Practices Session.

Supervisor Weber spoke regarding the grading in the Stockton Creek Watershed area.

On motion of Clark, seconded by Weber, Chairman authorized to sign Lease Agreement between 35-A District Agriculture Association and Mariposa County Board of Supervisors/John Anderson.

On motion of Erickson, seconded by Owings, PERS rates to be paid by Mariposa County effective June 1, 1979, as read into the record, approved; figures will apply to all member payrolls at least until the year 2000.

Discussion took place on monthly claims as presented by the Auditor.

Planner/Grantsman Bob Borchard discussed T.C.E., Inc.'s request for a waiver from requirements for preparing EIR on condominium project (major subdivision) for land north of Lake Don Pedro Golf and County Club. On motion of Clark, seconded by Owings, following County Counsel's research into legality of amendment to Res. 78-162 relative to EIR waivers, Planning Commission to make recommendation to the Board at its May 29, 1979 meeting regarding T.C.E., Inc.'s, request for an EIR waiver. Planning Commission's request for Board to make determination on major subdivision road requirements discussed. Board to discuss further during Administrative Practices Session.

Letter from Gloria and Chet Williams requesting Board not to rescind moratorium in Bootjack area read into record.

On motion of Owings, seconded by Weber, Board adjourned to meet in an Executive Session on a personnel matter regarding charges made against a County employee and reconvened in regular session.

The Board adjourned for lunch at 12:20 p.m. and reconvened in regular session at 2:00 p.m.

On motion of Weber, seconded by Owings, Bob Wash hired as outside legal counsel for a fee of $150 to investigate charges made against a County employee, and present a legal written opinion on the charges to the Board.

Supervisor Erickson discussed statement made in Fresno Bee article; Supervisor Owings clarified his statement.

Acting as the Board of Directors Local Transportation Commission, public hearing opened on unmet transit needs. Public input called for and received; hearing closed. On motion of Clark, seconded by Weber, Res. 79-1 was passed and adopted, declaring that there are no unmet transit needs in the County within the concept of economic funding or that can be reasonably met.

On motion of Erickson, seconded by Clark, Ralph Campbell appointed to the Surface Mining Technical Advisory Committee, as the public member.

Acting as Board of Directors Local Transportation Commission, on motion of Clark, seconded by Weber, Chairman authorized to sign Annual Transportation Claim as presented by the Road Department. Owings: absent. On motion of Clark, seconded by Weber, Chairman authorized to sign LTF Instruction 1979-80 fiscal year to the Auditor-Recorder to issue necessary allocations pursuant to Res. 79-1.
CETA Project Director Bethanne Dowlan discussed CETA matters. On motion of Owings, seconded by Weber, Board of Supervisors Chairman and Local Planning Council Chairman authorized to sign modification to Title VI.

Acting as the Mariposa County Air Pollution Control Board of Directors, on motion of Owings, seconded by Erickson, Res. 79-2 was passed and adopted, authorizing the Chairman to sign Mountain Counties Air Basin, Air Pollution Control Council Agreement for 1979-80 fiscal year at an assessment of seven cents per capita in each district, and ratification of Council By-Laws, as amended.

On motion of Clark, seconded by Owings, Francis Judkins' resignation from ATAAP Advisory Council accepted with regret.

On motion of Owings, seconded by Erickson, claim for damages of Ruben W. Phillips in the amount of $25,000 denied pursuant to Government Code Section 912.6

Discussion with Mr. Anthony Sanchez ensued regarding his request for a public hearing on his application for a Certificate of Public Convenience and Necessity. Mr. Sanchez permitted to withdraw his request until such time as solid waste specifications are prepared and put out for bid.

On motion of Owings, seconded by Weber, Board to place a one-half page ad in the 125th Anniversary special edition of the Gazette. Public Information Officer to prepare by coordinating ad with 125th Anniversary Committee and present for Board's approval.

On motion of Owings, seconded by Clark, Supervisor Owings authorized to request from EDA an on-site audit of Yosemite West; Board approval will be required if a charge for this on-site audit is incurred.

On motion of Erickson, seconded by Clark, Board approved expenditure of $325 to Mariposa County Fair for purpose of promoting the Fair; specifically, a one-half page ad in the Gazette.

On motion of Clark, seconded by Weber, Board adjourned to meet in Executive Session for the purpose of reviewing information prepared by Bob Wash regarding charges made against a County employee.

The Board adjourned at 4:30 p.m. to meet in Administrative Practices Session Monday, May 21, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors met in Administrative Practices Session this 14th day of May, 1979, at 9:00 a.m. with Supervisors Clark, Owings, and Weber present. Supervisor Dalton excused. Supervisor Erickson arrived at 9:40 a.m.

William "Micky" Dignon presented an inventory and evaluation of the Stockton Creek Watershed area. Additional discussion to take place Monday, May 21, 1979, during Administrative Practices Session with Moldenhauer-Bennett, Soil Conservation reps, Long Range Water Study Committee reps, Planner/Grantsman, and John Anderson. County Counsel to be directed to research possibility of creating a service area in the Watershed area.

Budget session ensued with Auditor Barbara Saye present. Building Inspector Larry James presented and received approval on his preliminary FY 79-80 budget, as amended. Planner/Grantsman presented the Planning Department budget; budget discussion to be continued.

The Board adjourned for lunch at 12:00 noon and reconvened at 1:10 p.m.

Doris Cochran presented the Mariposa County Library budget in the amount of $26,678, and received approval on the FY 79-80 preliminary budget. Planner/Grantsman continued discussion on the Planning Office budget and received approval on the FY 79-80 preliminary budget, as amended. Parks and Recreation Director Rich Bogley presented his budget; budget discussion to be continued. Superior Court Judge Lauritzen presented the Superior Court budget and received approval on the FY 79-80 preliminary budget; Grand Jury, Grand Jury Audit, and Court Appointed Counsel budget presented and approval given on the FY 79-80 preliminary budget. County Clerk Ellen Bronson presented County Clerk and Elections budgets and received approval on the FY 79-80 preliminary budgets.

The Board adjourned at 4:30 p.m. to meet in regular session on Tuesday, May 15, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
**SUBGRANT AGREEMENT**

(1) CETA TITLE

(2) REGISTRATION NO. 27001591

(3) MODIFICATION NO. 12

(4) SUBGRANTEE
Mariposa County Employment and Training Office
P. O. Box 1915
Mariposa, California 95338

The Subgrant is entered into by the Prime Sponsor and the (5) County of Mariposa hereinafter referred to as the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this cost reimbursement type Subgrant under the Comprehensive Employment and Training Act (CETA) of 1973 as amended. This Subgrant x Modification consists of this sheet and those of the following as designated with an "x":

- Program Operating Plan(s) (Exhibit A)
- Program Narrative (Exhibit B) ADDENDUM
- Program Budget Summary (Exhibit C)
- Program Budget Detail (Exhibit C)

Assurances and Certifications of Compliance

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<th>$ 558,012</th>
<th>* Period 2-1-77 through 9-30-79</th>
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<td>OBIGATION</td>
<td>$ 558,012</td>
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<td>New Term Unchanged</td>
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* Allocation and Obligation figures include the most recent modification.

MODIFICATION

The purpose of this modification is (10) Deobligating funds to Merced County Employment Development Department for On-the-Job Activity.

APPROVED FOR THE SUBGRANTEE

By (Signature) 
Date

APPROVED FOR THE PRIME SPONSOR

By (Signature) 
Date

(12) NAME AND TITLE
Eugene Dalton, Chairman Board of Supervisors
Bethanne Dowlan, Project Administrator

(13) NAME AND TITLE
Jarvis Arellano,
Executive Director
California Balance of State
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<tr>
<th>CETA 37 Rev. 5 (6-79)</th>
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<td>FOR PROGRAM: Mariposa Employment and Training Office</td>
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<tr>
<td>P. O. Box 1915</td>
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<tr>
<td>Mariposa, California 95338</td>
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**EXHIBIT A**

**PROGRAM OPERATING PLAN**

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<th>PROGRAM DATES:</th>
<th>FROM 10-1-78 THROUGH 9-30-79</th>
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<th>NO. June '79</th>
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**COMPONENT FSE**

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<th>NO. Sept. '79</th>
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<td>104672</td>
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<th>NO. June '79</th>
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<table>
<thead>
<tr>
<th>A. Total Participants Enrolled (A1+O2+O3+O4)</th>
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<tbody>
<tr>
<td>24 26 26</td>
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<th>2. Transfers From Another CETA Title</th>
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<th>4. Participants Carried Over</th>
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<th>B. Total Individuals Terminated (B1+O2+O3+O4)</th>
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<th>C. Total Individuals Status Change (C1+O2+O3+O4)</th>
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<tr>
<th>A. Unemployed 16-21 (not in school)</th>
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<thead>
<tr>
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<th>F. Seasonal and Migrant Workers</th>
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<th>G. Displaced Homemakers</th>
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<tr>
<td>---------</td>
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**Legend:**
- **P:** Program
- **A:** Administration
- **M:** Maintenance
- **F:** Financial
- **E:** Employment
- **S:** Support Services

---

**Notes:**
- **G ETA 37 Rev. 5 (6-79)**
- **Program Dates:** From 10-1-78 through 9-30-79
- **Component FSE:**
  - **July '79:** 82232
  - **Aug. '79:** 95956
  - **Sept. '79:** 104672
- **Total Participants Enrolled:** 24, 26, 26
- **Status Changes:** 1, 1, 1
- **Participants Entering This Year:** 9, 11, 11
- **Participants Carried Over:** 14
- **Total Individuals Terminated:** 14, 14, 14
- **Total Entering Employment:** 9, 9, 9
- **Direct Placement:** 0, 1, 0
- **Indirect Placement:** 5, 5, 5
- **Obtained Employment:** 4, 4, 4
- **Other Positive Terminations:** 3, 3, 3
- **Nonpositive Terminations:** 2, 2, 2
- **Total Individuals Status Change:** 2, 2, 2
- **From This Component to Projects:** 2, 2, 2
- **From This Component to Serv. to Cl.:** 2, 2, 2
- **Total Individuals Enrolled:** 8, 10, 10
- **Unemployed 16-21 (not in school):** 4, 4, 4
- **Veterans:** 6, 6, 6
- **Cash Welfare Eligible 14-21:** 0, 0, 0
- **Handicapped:** 1, 1, 1
- **Seasonal and Migrant Workers:** 0, 0, 0
- **Displaced Homemakers:** 1, 1, 1

---

**Additional Notes:**
- **For County of Mariposa**
- **Mariposa Employment and Training Office**
- **P. O. Box 1915, Mariposa, California 95338**
- **Program Dates:** From 10-1-78 through 9-30-79
- **Component FSE:**
  - **July '79:** 82232
  - **Aug. '79:** 95956
  - **Sept. '79:** 104672
- **Total Participants Enrolled:** 24, 26, 26
- **Status Changes:** 1, 1, 1
- **Participants Entering This Year:** 9, 11, 11
- **Participants Carried Over:** 14
- **Total Individuals Terminated:** 14, 14, 14
- **Total Entering Employment:** 9, 9, 9
- **Direct Placement:** 0, 1, 0
- **Indirect Placement:** 5, 5, 5
- **Obtained Employment:** 4, 4, 4
- **Other Positive Terminations:** 3, 3, 3
- **Nonpositive Terminations:** 2, 2, 2
- **Total Individuals Status Change:** 2, 2, 2
- **From This Component to Projects:** 2, 2, 2
- **From This Component to Serv. to Cl.:** 2, 2, 2
- **Total Individuals Enrolled:** 8, 10, 10
- **Unemployed 16-21 (not in school):** 4, 4, 4
- **Veterans:** 6, 6, 6
- **Cash Welfare Eligible 14-21:** 0, 0, 0
- **Handicapped:** 1, 1, 1
- **Seasonal and Migrant Workers:** 0, 0, 0
- **Displaced Homemakers:** 1, 1, 1

---

**Summary:**
- The document provides a detailed financial and participant summary for the Mariposa Employment and Training Office program from October 1, 1978, to September 30, 1979. It includes data on program enrollment, status changes, terminations, and employment outcomes for various categories of participants, such as veterans, unemployed, and those on cash welfare. The data is presented in a tabular format with specific figures for each category and month.
<table>
<thead>
<tr>
<th>FOR COUNTY OF</th>
<th>Marinosa</th>
<th>Marinosa</th>
<th>Marinosa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned Total Expenditures</td>
<td>107229</td>
<td>125247</td>
<td>137886</td>
</tr>
<tr>
<td>Actual Total Expenditures</td>
<td>5338</td>
<td>6100</td>
<td>6863</td>
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<table>
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<tr>
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<th>Projects</th>
</tr>
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<tbody>
<tr>
<td>153184</td>
<td>168503</td>
</tr>
<tr>
<td>7625</td>
<td>8388</td>
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<table>
<thead>
<tr>
<th>PARTICIPANTS ENROLLED</th>
<th>P</th>
<th>A</th>
<th>P</th>
<th>A</th>
<th>P</th>
<th>A</th>
<th>P</th>
<th>A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Participants Enrolled (A1+B4+C+D4)</td>
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<td>60</td>
<td>60</td>
<td>60</td>
<td>2</td>
<td>2</td>
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<td>2</td>
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<tr>
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<td>4</td>
<td>4</td>
<td>33</td>
<td>43</td>
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<td>43</td>
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<tr>
<td>2. Transfers From Another ETA Title</td>
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<td>60</td>
<td>60</td>
<td>60</td>
<td>2</td>
<td>2</td>
<td>2</td>
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<tr>
<td>3. Participants Entering This Year</td>
<td>45</td>
<td>48</td>
<td>45</td>
<td>48</td>
<td>11</td>
<td>11</td>
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<tr>
<td>4. Participants Carried Over</td>
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<td>27</td>
<td>27</td>
<td>27</td>
<td>9</td>
<td>9</td>
<td>9</td>
<td>9</td>
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<tr>
<td>Total Individuals Terminated (B1+B3+B5-B)</td>
<td>27</td>
<td>27</td>
<td>27</td>
<td>27</td>
<td>9</td>
<td>9</td>
<td>9</td>
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<tr>
<td>1. Total Entering Employment (B1+B3+B5+B)</td>
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<td>9</td>
<td>9</td>
<td>9</td>
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<tr>
<td>a. Direct Placement</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
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<tr>
<td>b. Indirect Placement</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>14</td>
<td>14</td>
<td>14</td>
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</tr>
<tr>
<td>2. Other Positive Terminations</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>3. Nonpositive Terminations</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Total Individuals Status Change (E1+E2+E3+E4)</td>
<td>21</td>
<td>31</td>
<td>31</td>
<td>31</td>
<td>9</td>
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<tr>
<td>1. From This Component to Serv. to Cl.</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>3</td>
<td>3</td>
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<tr>
<td>2. From This Component to PS</td>
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<td>1</td>
<td>1</td>
<td>1</td>
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<td>31</td>
<td>31</td>
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<tr>
<td>3. From This Component to Serv. to Cl.</td>
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<td>10</td>
<td>10</td>
<td>10</td>
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<table>
<thead>
<tr>
<th>SIGNIFICANT DEMANDS</th>
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</thead>
<tbody>
<tr>
<td>A. Unemployed 16-21 (not in school)</td>
</tr>
<tr>
<td>B. Veterans</td>
</tr>
<tr>
<td>C. Cash Welfare Eligible HUD</td>
</tr>
<tr>
<td>D. Handicapped</td>
</tr>
<tr>
<td>E. Offenders</td>
</tr>
<tr>
<td>F. Seasonal and Migrant Workers</td>
</tr>
<tr>
<td>G. Displaced Homemakers</td>
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ETA 37 Rev. 5 (B-79)
<table>
<thead>
<tr>
<th>Component</th>
<th>SERVICES TO CLIENT</th>
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<tbody>
<tr>
<td>Planned Total Expenditures</td>
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<td>Actual Total Expenditures</td>
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<td>Planned Admin. Expenditures</td>
<td>147</td>
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<tr>
<td>Actual Admin. Expenditures</td>
<td>73</td>
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<table>
<thead>
<tr>
<th>Status Changes Enrolling in This Component</th>
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<tbody>
<tr>
<td>No. April '79</td>
</tr>
<tr>
<td>P</td>
</tr>
<tr>
<td>1</td>
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<table>
<thead>
<tr>
<th>Total Individuals Terminated (B1c+G6+C2b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
</tr>
<tr>
<td>6</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Total Individuals Enrolled (A-B-C-G)</th>
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<tbody>
<tr>
<td>P</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Unemployed 16-21 (not in school)</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
</tr>
<tr>
<td>1</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Nonemployed Nonfarmers</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>COMPONENT</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>feb.</td>
</tr>
<tr>
<td>reg.</td>
</tr>
<tr>
<td>CETA Wages</td>
</tr>
<tr>
<td>Supplemented Wages</td>
</tr>
<tr>
<td>Total Participants Enrolled (A1+2+3+4+44)</td>
</tr>
<tr>
<td>Status Changes Enrolling in This Component</td>
</tr>
<tr>
<td>Transfers From Another CETA Title</td>
</tr>
<tr>
<td>Participants Entering This Year</td>
</tr>
<tr>
<td>Participations Carried Over</td>
</tr>
<tr>
<td>Total Participants Terminated</td>
</tr>
</tbody>
</table>

THE PROGRAM OPERATING PLAN, ABOVE, INCLUDES THOSE PARTICIPANTS ENROLLED PRIOR TO APRIL 1, 1979 AND WHO ARE PLANNED TO BE CARRIED PAST 4-1-79 (ITEM A.Q.)

THE PROGRAM OPERATING PLAN, BELOW, SHOULD SHOW THOSE PARTICIPANTS ENROLLED ON OR AFTER APRIL 1, 1979

<table>
<thead>
<tr>
<th>CETA Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplemented Wages</td>
</tr>
<tr>
<td>Total Participants Enrolled (A1+2+3+4+44)</td>
</tr>
<tr>
<td>Status Changes Enrolling in This Component</td>
</tr>
<tr>
<td>Transfers From Another CETA Title</td>
</tr>
<tr>
<td>Participants Entering This Year</td>
</tr>
<tr>
<td>Participations Carried Over</td>
</tr>
<tr>
<td>Total Participants Terminated</td>
</tr>
<tr>
<td>feb.</td>
</tr>
<tr>
<td>reg.</td>
</tr>
<tr>
<td>CETA Wages</td>
</tr>
<tr>
<td>Supplemented Wages</td>
</tr>
<tr>
<td>Total Participants Enrolled (A1+2+3+4+44)</td>
</tr>
<tr>
<td>Status Changes Enrolling in This Component</td>
</tr>
<tr>
<td>Transfers From Another CETA Title</td>
</tr>
<tr>
<td>Participants Entering This Year</td>
</tr>
<tr>
<td>Participations Carried Over</td>
</tr>
<tr>
<td>Total Participants Terminated</td>
</tr>
</tbody>
</table>
### Exhibit

**Program Operating Plan**

<table>
<thead>
<tr>
<th>No.</th>
<th>APRIL '79</th>
<th>MAY '79</th>
<th>JUNE '79</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>519</td>
<td>47123</td>
<td>71281</td>
</tr>
</tbody>
</table>

### Component Projects

<table>
<thead>
<tr>
<th>No.</th>
<th>JULY '79</th>
<th>AUG. '79</th>
<th>SEPT. '79</th>
</tr>
</thead>
<tbody>
<tr>
<td>95016</td>
<td>118770</td>
<td>142524</td>
<td></td>
</tr>
</tbody>
</table>

### Supplemental Wages

- No APRIL '79, MAY '79, JUNE '79
- 24 JULY '79, AUG. '79, SEPT. '79

### THE PROGRAM OPERATING PLAN, ABOVE, INCLUDES THOSE PARTICIPANTS ENROLLED PRIOR TO APRIL 1, 1979

And who are planned to be carried past 4-1-79 (Item A.4.)

### THE PROGRAM OPERATING PLAN, BELOW, SHOULD SHOW THOSE PARTICIPANTS ENROLLED ON OR AFTER APRIL 1, 1979

<table>
<thead>
<tr>
<th>No.</th>
<th>APRIL '79</th>
<th>MAY '79</th>
<th>JUNE '79</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>00</td>
<td>00</td>
<td>00</td>
</tr>
</tbody>
</table>

### Supplemental Wages

- No APRIL '79, MAY '79, JUNE '79
- 5 JULY '79, AUG. '79, SEPT. '79

### A. Total Participants Enrolled (Total)

- No APRIL '79, MAY '79, JUNE '79
- 2 JULY '79, AUG. '79, SEPT. '79

### B. Total Individuals Terminated

- No APRIL '79, MAY '79, JUNE '79
- 20 JULY '79, AUG. '79, SEPT. '79
The Program Operating Plan, above, includes those participants enrolled prior to April 1, 1979 and who are planned to be carried past 4-1-79 (Item A.9.)

The Program Operating Plan, below, should show those participants enrolled on or after April 1, 1979.
<table>
<thead>
<tr>
<th>Component</th>
<th>Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Cumulative Actual for Period Ending Sept. 1979</td>
<td></td>
</tr>
<tr>
<td>Planned Total Expenditures</td>
<td>74525</td>
</tr>
<tr>
<td>Actual Total Expenditures</td>
<td>6801</td>
</tr>
<tr>
<td>(2) FY 1979 Plan 10/1/78 – 9/30/79 Sept. 1979</td>
<td></td>
</tr>
<tr>
<td>Planned Admin. Expenditures</td>
<td>9154</td>
</tr>
<tr>
<td>Actual Admin. Expenditures</td>
<td>13955</td>
</tr>
<tr>
<td>(3) Total Column (1) plus Column (2) Sept. 1979</td>
<td></td>
</tr>
<tr>
<td>258,360</td>
<td></td>
</tr>
</tbody>
</table>

Mariposa County Employment and Training Office
P. O. Box 1015
Mariposa, California 95338
For County of Mariposa
<table>
<thead>
<tr>
<th>Component</th>
<th>Services to Client</th>
</tr>
</thead>
</table>

**EXHIBIT A**

**PROGRAM OPERATING PLAN**

**PROGRAM DATES:**

**From 10-1-78 Through 9-30-79**

<table>
<thead>
<tr>
<th>(1) Cumulative Actual for Period Ending Sept. 1978</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned Total Expenditures</td>
</tr>
<tr>
<td>Actual Total Expenditures</td>
</tr>
<tr>
<td>Planned Admin. Expenditures</td>
</tr>
<tr>
<td>Actual Admin. Expenditures</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>00</td>
</tr>
<tr>
<td>00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2) FY 1979 Plan 10/1/78 - 9/30/79</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>687</td>
</tr>
<tr>
<td>442</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(3) Total Column (1) plus Column (2) Sept. 1979</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>687</td>
</tr>
<tr>
<td>442</td>
</tr>
</tbody>
</table>
PROGRAM NARRATIVE

PROGRAM DESIGN

An ON-THE-JOB-TRAINING PROGRAM will be operated under this Subgrant.

The Employment and Development Department in Merced County will operate this OJT Program with the Mariposa County Employment and Training Office deobligating $10,000 from this Subgrant.

Participants from work experience and public service employment will be transitioned to this component when it is possible and applicable to the clients needs.

PROGRAM OPERATION

Merced County EDD Office will provide Intake and Orientation Procedures.

The EDD Office will select participants for OJT Program with referrals from Mariposa County Employment and Training Office.

Terminations, Placement Verification and Follow-up procedures will be handled by Merced County EDD Office.

ACTIVITIES AND SERVICES

The OJT Program will be administered by the Merced County Employment Development Department and they will handle this program with internal procedure methods.
List Occupational information on FSE participants enrolled after September 30, 1978 and before April 1, 1979.

<table>
<thead>
<tr>
<th>Occupational Title</th>
<th>B No. of Jobs</th>
<th>C Duration</th>
<th>D Total No. Wage</th>
<th>E CETA Port. No. Wage</th>
<th>F Total CETA Wages (BxGxH)</th>
<th>G Supplement Portion No. Wage</th>
<th>H Total Suppli. Wages (BxGxH)</th>
<th>I Grand Total Wages (F+H)</th>
</tr>
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<tr>
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<td>$611</td>
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<td>$611</td>
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<td>$611</td>
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<td>$712</td>
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<td>$611</td>
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**TOTAL** 16 $693 $693 $880.04 00 00 $880.04
List Occupational information on PSE participants enrolled after September 30, 1978 and before April 1, 1979.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<td>$657</td>
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<td>0</td>
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<td>0</td>
<td>$1,584</td>
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<tr>
<td>School - Naturalist</td>
<td>1</td>
<td>12</td>
<td>$528</td>
<td>$528</td>
<td>$6336</td>
<td>0</td>
<td>0</td>
<td>$6336</td>
</tr>
<tr>
<td>Teacher's Aide</td>
<td>1</td>
<td>12</td>
<td>$528</td>
<td>$528</td>
<td>$6336</td>
<td>0</td>
<td>0</td>
<td>$6336</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1</td>
<td>3</td>
<td>$528</td>
<td>$528</td>
<td>$1,584</td>
<td>0</td>
<td>0</td>
<td>$1,584</td>
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<tr>
<td>Maintenance</td>
<td>1</td>
<td>10</td>
<td>$528</td>
<td>$528</td>
<td>$5280</td>
<td>0</td>
<td>0</td>
<td>$5280</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1</td>
<td>9</td>
<td>$528</td>
<td>$528</td>
<td>$4752</td>
<td>0</td>
<td>0</td>
<td>$4752</td>
</tr>
<tr>
<td>Maintenance</td>
<td>1</td>
<td>10</td>
<td>$528</td>
<td>$528</td>
<td>$5280</td>
<td>0</td>
<td>0</td>
<td>$5280</td>
</tr>
</tbody>
</table>

**TOTAL**

|               | 30           |           | 6993            | 6993                   | 142,524                     |                          | 142,524                    |                          |
List Occupational information on PSE participants who will be enrolled on or after April 1, 1979.

<table>
<thead>
<tr>
<th>A</th>
<th>B No. of Jobs</th>
<th>C Duration</th>
<th>D Total Mo. Wage</th>
<th>E CETA Port. Mo. Wage</th>
<th>F Total CETA Wages (BxCDE)</th>
<th>G Supplemen. Portion Mo. Wage</th>
<th>H Total Suppl. Wages (BxG)</th>
<th>I Grand Total Wages (F+H)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Projects</td>
<td>5</td>
<td>3</td>
<td>$528</td>
<td>$528</td>
<td>$7920</td>
<td>00</td>
<td>00</td>
<td>$7920</td>
</tr>
</tbody>
</table>

<p>| TOTAL | 5 | 3 | $528 | $528 | $7920 | 00 | 00 | $7920 |</p>
<table>
<thead>
<tr>
<th>Wages of participants hired prior to April 1, 1979</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 86684</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wages of participants hired after April 1, 1979</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Actual Wages through Sept. 1978 per CETA 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>167,903</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 256,587</td>
</tr>
</tbody>
</table>
**EXHIBIT C**

**PROGRAM BUDGET DETAIL**

**WAGES**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wages of participants hired prior to April 1, 1979</td>
<td>$142,524</td>
</tr>
<tr>
<td>Wages of participants hired after April 1, 1979</td>
<td>7920</td>
</tr>
<tr>
<td>Actual Wages through September 1978 per CETA 20</td>
<td>54899</td>
</tr>
<tr>
<td>Total Wages</td>
<td>$205,343</td>
</tr>
</tbody>
</table>
### PSE Training Schedule

List the number of PSE participants who will be given training during "release time" (time covered by participant wages).

<table>
<thead>
<tr>
<th>Occupational Classification</th>
<th>Number of Jobs</th>
<th>CETA No. Wage Rate</th>
<th>No. of Hours Training Per No.</th>
<th>Amount o. Assignable Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor</td>
<td>1</td>
<td>$657</td>
<td>16 hours</td>
<td>$66</td>
</tr>
<tr>
<td>Environmental Projects</td>
<td>14</td>
<td>($7392)</td>
<td>(224)</td>
<td>(742)</td>
</tr>
<tr>
<td>Environmental Projects</td>
<td>1</td>
<td>($528)</td>
<td>(96)</td>
<td>$53</td>
</tr>
<tr>
<td>Clerical</td>
<td>0</td>
<td>($3168)</td>
<td>(96)</td>
<td>$53</td>
</tr>
<tr>
<td>Naturalist</td>
<td>1</td>
<td>$528</td>
<td>16 hours</td>
<td>$53</td>
</tr>
<tr>
<td>Teacher's Aide</td>
<td>1</td>
<td>$528</td>
<td>16 hours</td>
<td>$53</td>
</tr>
<tr>
<td>Maintenance</td>
<td>7</td>
<td>($3,896)</td>
<td>(112)</td>
<td>(371)</td>
</tr>
</tbody>
</table>

Total: 30 15969 480 1338
### I. Funding:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### II. Component/Cost Category Matrix:

<table>
<thead>
<tr>
<th>Costs by Category</th>
<th>Classroom Training</th>
<th>On-the-Job Training</th>
<th>Public Service Employment</th>
<th>Work Experience</th>
<th>Services to Clients</th>
<th>Other Activities</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18571</td>
</tr>
<tr>
<td>Allowances B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wages C.</td>
<td>256,587</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>205,343</td>
</tr>
<tr>
<td>Fringe Benefits D.</td>
<td>22,756</td>
<td>21,714</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>44,470</td>
</tr>
<tr>
<td>Training E.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4672</td>
</tr>
<tr>
<td>Services F.</td>
<td>1061</td>
<td>10666</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11,972</td>
</tr>
<tr>
<td>Component Total</td>
<td>298,975</td>
<td>258,350</td>
<td>442</td>
<td></td>
<td></td>
<td></td>
<td>558,012</td>
</tr>
</tbody>
</table>

Planned Carry-Out
<table>
<thead>
<tr>
<th>NAME AND NO. OF INCUMENT</th>
<th>POSITION TITLE AND AGENCY</th>
<th>SALARY PER PAY PERIOD</th>
<th>BENEFITS PER PAY PERIOD</th>
<th>NO. OF PAY PERIODS</th>
<th>FULL TIME?</th>
<th>PART-TIME?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bethanne Dowland  561-76-2457</td>
<td>Acting Project Adm. Mariposa County Employment and Training Office</td>
<td>$1092</td>
<td>$85</td>
<td>15</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Jean Warren 553-17-1420</td>
<td>Asst. Proj. Adm. Mariposa County Employment and Training Office</td>
<td>$860</td>
<td>$66</td>
<td>6</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Betsy Gorski 554-76-2380</td>
<td>Monitor/Counselor Mariposa County Employment and Training Office</td>
<td>$705</td>
<td>$55</td>
<td>9</td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>Training Program</td>
<td>Merced Jr. College Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Part-t</td>
</tr>
</tbody>
</table>

**REM/ES:**

Staff listed should include substagent personnel charging the CETA program. Do not include participants working in an administrative, training or services capacity.

Staff direct and allocated charges to this subgrant must be reflected by title, component and cost category on the Cost Allocation Plan for period of 2-1-79 through 9-30-79 dated 2-1-79.

Use additional sheets if necessary
<table>
<thead>
<tr>
<th>EXHIBIT C</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAM BUDGET DETAIL</td>
</tr>
<tr>
<td>ADMINISTRATION COSTS</td>
</tr>
</tbody>
</table>

| County of Mariposa |

5. Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan $602

4. Equipment:

   A. Administrative Equipment Purchases, Total

   B. Administrative Equipment Rental, Leases, Total

5. Other Non-Staff Costs:

   These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.

   A. Administrative Other Non-Staff Costs, Total 282

6. Actual Administrative Costs through April 30, 1979 per the CETA 20.

   - $16,905
   - May Estimate 782
   - $17,687

7. Total Administration $18,571
Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan: $1805

Equipment:

A CEQA-75 Property Acquisition must be processed and approved according to the provisions of the CEQA Handbook Part VII, prior to renting, leasing or purchasing equipment.

A. Administrative Equipment Purchases, Total: 

B. Administrative Equipment Rental, Leases, Total: 

Other Non-Staff Costs:

These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.

A. Administrative Other Non-Staff Costs, Total: $848

6. Actual Administrative Costs through April 30, 1979: $12,772

May Estimate: $530

$13,302

7. Total Administration: $15955
Total Direct and Allocated Administrative Staff Cost from your current Cost Allocation Plan

§ 301

Equipment:

A CEA-55 Property Requisition must be processed and approved according to the provisions of the CEA55 Handbook Part VII, prior to renting, leasing, or purchasing equipment.

A. Administrative Equipment Purchases, Total

B. Administrative Equipment Rental, Leases, Total

Other Non-Staff Costs:

These costs include Travel, Communications, Premises Rent and Utilities, Office Supplies, Accounting and Payroll Services, Consultant and Legal Services, and other appropriate Non-Staff Costs.

A. Administrative Other Non-Staff Costs, Total

Actual Administrative Costs through April 30

Total Administration

§ 442
<table>
<thead>
<tr>
<th>1. Subgrantor Name</th>
<th>PROGRAM BUDGET DETAIL</th>
<th>2. Title VI</th>
<th>Mod No. 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Employment Training Office</td>
<td>SERVICES COSTS</td>
<td>Reg. No. 77001591</td>
<td></td>
</tr>
<tr>
<td>For County of Mariposa</td>
<td></td>
<td>Component FSE</td>
<td></td>
</tr>
</tbody>
</table>

3. Total Direct and Allocated Services Staff Costs from your current Cost Allocation Plan

$ 471

4. Equipment:

A CEDA 55 Property Requisition must be processed and approved according to the provisions of the CBOC Handbook Part VII, prior to renting, leasing or purchasing equipment.

A. Services Equipment Purchases, Total

B. Services Equipment Rental, Leases, Total

5. Other Non-Staff Costs:

These costs include, but are not limited to Child care, health care, medical and dental services, residential support, assistance in securing bonding, transportation, family planning and legal services. Also included is space, utility, equipment and travel costs when an integral part of the job, of personnel engaged in providing services to participants.

A. Services Other Non-Staff Costs, Total

6. Actual Services Costs through April 30, 1979

per the CEDA 20.

<table>
<thead>
<tr>
<th>May estimate</th>
<th>$571</th>
</tr>
</thead>
</table>

7. Total Services

$ 1061
<table>
<thead>
<tr>
<th>Title VI</th>
<th>Reg. No. 77001591</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE COSTS</td>
<td>Component PROJECTS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Total Direct and Allocated Services Staff Costs from current Cost Allocation Plan</td>
<td>$1412</td>
</tr>
<tr>
<td>6.</td>
<td>Equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Services Equipment Purchases, Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Services Equipment Rental, Leases, Total</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Other Non-Staff Costs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Services Other Non-Staff Costs, Total</td>
<td>592</td>
</tr>
<tr>
<td>6.</td>
<td>Actual Services Costs through April 30, 1979 per the CEQA 20. May Estimate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$8248</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$414</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$8662</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Total Services</td>
<td>$10,666</td>
</tr>
</tbody>
</table>
4. **Subgrantee Name**
   Mariposa County Employment and Training Office

5. **Program Budget Detail**
   SERVICES COSTS

6. **Title**
   VI
   **Reg. No.**
   77001591

7. **County of**
   Mariposa

8. **Component**
   SERV. TO CL.

3. Total Direct and Allocated Services Staff Costs from your current Cost Allocation Plan
   $ 235

4. **Equipment:**
   A CETA-55 Property Requisition must be processed and approved according to the provisions of the CETA Handbook Part VII, prior to renting, leasing or purchasing equipment.

   A. Services Equipment Purchases, Total

   B. Services Equipment Rental, Leases, Total

5. **Other Non-Staff Costs:**
   These costs include, but are not limited to Child care, health care, medical and dental services, residential support, assistance in securing bonding, transportation, family planning and legal services. Also included is space, utility, equipment and travel costs when an integral part of the job of personnel engaged in providing services to participants.

   A. Services Other Non-Staff Costs, Total
   10

6. **Actual Services Costs through April 30, 1979**
   per the CETA 20.
   $ 245

7. **Total Services**
   $245
<table>
<thead>
<tr>
<th>Subgrantee Name</th>
<th>PROGRAM BUDGET DETAIL</th>
<th>2. Title VI Mod No. l^2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa County Employment and Training Office</td>
<td>TRAINING COSTS</td>
<td>Reg. No. 77001591</td>
</tr>
<tr>
<td>County of</td>
<td></td>
<td>Component PROJECTS</td>
</tr>
</tbody>
</table>

3. Total Direct and Allocated Training Costs from your Current Cost Allocation Plan

$4400

4. Equipment:
A CETA-55 Property Requisition must be processed and approved according to the provisions of the CBOS Handbook Part VII, prior to renting, leasing or purchasing equipment.

A. Training Equipment Purchases, Total

B. Training Equipment Rental, Leases, Total

5. Other Non-Staff Costs:
These costs include but are not limited to supplies of personnel engaged in providing training; books and other teaching aides; materials used in providing training to participants.

A. Training Other Non-Staff Costs Total

200

B. Direct Training Costs

6. Actual Training Costs through per the CETA 20. April 30, 1979

<table>
<thead>
<tr>
<th>May Estimate</th>
<th>$72</th>
</tr>
</thead>
<tbody>
<tr>
<td>$72</td>
<td></td>
</tr>
</tbody>
</table>

7. Total Training

$4672
A. FUNDS AVAILABLE:

Carry in
Current Year Funds
Other Funds
Total

$568,012

B. The following represents the internal distribution of Subgrantee funds, by component:

<table>
<thead>
<tr>
<th>SUBGRANTEE</th>
<th>FUNDS</th>
<th>COMPONENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mariposa Co. Emp. and Training Office</td>
<td>$298,975</td>
<td>Classroom Training</td>
</tr>
<tr>
<td>P. O. 1915</td>
<td></td>
<td>On-the-Job Training</td>
</tr>
<tr>
<td>Mariposa, Ca.</td>
<td>258,350</td>
<td>Public Service Employment</td>
</tr>
<tr>
<td></td>
<td>687</td>
<td>WORK EXPERIENCE PROJECTS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Services to Clients</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Activities</td>
</tr>
<tr>
<td></td>
<td>558,012</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

C. The L.P.C. endorses use of county allocated CETA funds, listed by names, component(s) and amount:

<table>
<thead>
<tr>
<th>Department</th>
<th>FUNDS</th>
<th>COMPONENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merced County Employment-Development</td>
<td>$10,000</td>
<td>Classroom Training</td>
</tr>
<tr>
<td>1205 W. 18th Street</td>
<td></td>
<td>Classroom Training Allowances</td>
</tr>
<tr>
<td>Merced, California</td>
<td></td>
<td>On-the-Job Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Public Service Employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Services to Clients</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Activities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td>$10,000</td>
<td></td>
</tr>
</tbody>
</table>

By
Signature: ______________________ Date: ____________

Jim Owings
 Typed Name, Chairman, Local Planning Council

REMARKS:

1. The amounts allocated to the Subgrantees should equal the total total Funds Available.
2. Do not list your sub-subgrantees.

CETA 101 (8-78)
MOUNTAIN COUNTIES AIR BASIN

AIR POLLUTION CONTROL COUNCIL AGREEMENT

I

This Agreement made and entered into this _____ day of
__________, 1979, by and between the following County Air
Pollution Control Districts: Plumas, Sierra, Nevada, Placer, El
Dorado, Amador, Calaveras, Tuolumne and Mariposa, for the 1979-80
fiscal year.

II

This Agreement shall be applicable from July 1, 1979 to
June 30, 1980.

III

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

B. There shall be an alternate who is also an elected super-
visor 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 Control Council when the
regular member is not in attendance at the Council meeting.

C. Each Control District is entitled to one vote.

IV

A. The Control Council shall meet at least once during each
calendar quarter. The Council shall review, approve or comment on
subvention applications, as required. The Council shall review,
revise and approve the Basin Implementation Plan as required. The
Council shall review recommendations from the Arbitration Commit-
tee and direct action as needed. The Council shall perform other
Control Council Agreement

Control Council activities as it deems necessary.

B. The Control Council may review and recommend to the respective Air Pollution Control District Boards on such matters as enforcement policies, engineering, air monitoring, or on any other matter which may affect air quality within the Air Basin. The Council may review and comment on any local, state or federal legislation.

C. Five Control Council members constitute a quorum, and a quorum is needed for an official meeting. A minimum of five votes must be cast in favor of, or against, for Control Council action.

D. Funds shall be derived from and supplied by each control district on a per capita basis. The Control Council shall use the same population figures used by the Air Resources Board in computing their final subvention applications. (SB 90 population figures). For the term of this agreement, the Control Council shall assess each district Seven (7)cents per capita. These funds will be due within 90 days of receipt of the statement and the maximum reserves shall not exceed one cent per capita.

E. Minutes shall be kept of all meetings. A copy of the Control Council minutes shall be submitted to the Executive Officer of the Air Resources Board, Control Council members, and to other persons, as directed.

V

It is the intention of the Control Council that the Implementation Plan of the Mountain Counties Air Basin shall be the minimum standards adopted by each District within the Basin and that the rules and regulations of the Districts within the Basin shall be uniform. However, the Control Council may establish zones within
Control Council Coordinated Agreement

the Air Basin that take into consideration topography, geography, population and air quality. These zones may have rules which are more, or less, stringent than those rules adopted for the Basin.

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 Control 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 Control Council shall appoint a committee consisting of three Control 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 Control Council. A majority of the Control 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 involved in the dispute and the decision of such arbitrator shall be binding on the Districts involved and the Control Council.

Cost of such arbitration shall be borne proportioned per capita by the Districts involved.
Control Council Agreement

VII

The Air Pollution Control Districts in the Air Basin desire to increase the effectiveness of air pollution control by the sharing of qualified air pollution personnel and equipment and by inter-district coordination of activities as follows:

A. Enforcement: All Districts presently have established enforcement procedures which are coordinated throughout the Basin and have provided manpower to enforce the District's Rules and Regulations. Should a District request enforcement assistance, the other districts within the Basin agree to furnish such assistance.

B. Administration and Engineering: The Basin presently has executed a written contract with a private air pollution consultant to provide administrative and engineering services as required and coordinated by the Basin to each member district of the Basin. Should a district require administrative assistance beyond the scope of the private contract, the other districts within the Basin agree to furnish such assistance.

C. Air Monitoring: Air monitoring capabilities of the districts within the Basin are limited and must be supported by the efforts of other agencies. Under this Agreement the districts within the Basin agree to assist each other on a limited basis. Should a district request yearly assistance or service from another district, then a written agreement shall be established between said districts and a copy submitted to the Control Council.

VIII

All Districts which are parties to this Agreement shall maintain active and effective air pollution control programs.
MOUNTAIN COUNTIES AIR BASIN
CONTROL COUNCIL

BY LAWS

I. Membership

A. The membership shall consist of one supervisor, appointed by the air pollution control boards, from each of the following districts:

1. Amador County
2. Calaveras County
3. Mariposa County
4. Nevada County
5. Placer County
6. El Dorado County
7. Plumas County
8. Sierra County
9. Tuolumne

B. An alternate, who is also a supervisor, shall be appointed by each air pollution control district. The alternate shall have the same rights and privileges as the member.

C. Each control district is entitled to one vote.

II. Officers and Duties

A. Chairman

1. The Chairman shall preside at all Control Council meetings.

B. Vice Chairman

1. The vice chairman shall act in the place of the chairman at meetings, should the chairman be absent.

C. Secretary-Treasurer

1. The secretary-treasurer shall keep a true record of all the proceedings of the regular meetings of the Control Council.

2. The secretary-treasurer shall keep a true record of the financial standing and transactions of the Control Council.

3. The secretary-treasurer shall receive and deposit monies paid to the Control Council with the auditor of the county represented by the secretary-treasurer, or of that county designated by the Control Council.

4. The secretary-treasurer shall authorize disbursements as approved by the Control Council.
MCAB Control Council - By laws

III. Term in Office

A. General Membership

1. The membership of the Control Council shall serve at the pleasure of their respective air pollution control district boards.

B. Officers

1. All officers shall be elected by the membership to serve for a term of one year and assume their offices at the first meeting of each calendar year.

IV. Meetings

A. Regular Meetings

1. At least one meeting shall be held during each calendar quarter.

2. Five Control Council members constitute a quorum, and a quorum is needed for an official meeting.

3. A minimum of five votes must be cast in favor or against for Control Council action.

4. Minutes shall be kept of all meetings.

5. Copies of the minutes shall be distributed to all Control Council members and to other persons, as directed.

6. An approved copy of the minutes shall be sent to the California Air Resources Board.

B. Special Meetings

1. Special meetings shall be held at the discretion of the chairman.

C. Procedures

1. Robert's Rules of Order, Revised, shall be the authority on parliamentary procedures.

V. Finances

A. Funds shall be derived and supplied by each control district through State subvention funds, Federal grants, or other sources that are available.
MCAB Control Council - By laws

V. B. Each Control District shall be assessed funds for the operation of the Control Council. The assessment shall be based upon the same population figure used for that district by the State Air Resources Board for subvention purposes.

C. The funds will be due each fiscal year within 90 days of receipt of the statement and the maximum reserve shall not exceed one per cent per capita.

VI. Duties and Responsibilities

A. Review, revise and approve implementation plans for air pollution control, as required.

B. Review, approve or comment on subvention applications, as required.

C. Review recommendations from the Arbitration Committee and direct action, as needed.

D. Review local, state and federal legislation programs, etc., and provide comments, as matters dictate.

E. Direct the activities of the Technical Advisory Committee.

F. Perform other Control Council activities, as needed.

VII. Changes to By laws

A. A thirty-day notice shall be given.

B. There shall be approval of two-thirds of the Control Council members.

VIII. Committees

A. Arbitration Committee

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

B. Technical Advisory Committee (TAC)

1. Membership

a. The membership shall be the air pollution control officer from each control district, or his designated representative.

(3)
MCAB Control Council - Bylaws

VIII.B. 2. Officers and Duties

a. Chairman: The chairman shall preside at all TAC meetings and appoint members to sub-committees, as needed.

b. Vice chairman: The vice chairman shall act in the place of the chairman at meetings, should the chairman be absent.

c. Secretary: A secretary will be retained on a fee basis who is not necessarily a member of the TAC, and who shall keep records of all TAC and Control Council proceedings and the files and records of the organization.

3. Term in Office

a. The membership of the TAC shall serve at the pleasure of their respective control districts.

b. All officers shall be elected to serve for a term of one year. The incoming officers shall assume office at the first meeting of each calendar year.

4. Meetings

a. Meetings shall be held as designated by the Control Council.

5. Duties and Responsibilities

a. The TAC shall serve at the direction of the Control Council.

C. Expenses incurred by various committees may be presented to the Control Council for approval and payment.

Revised Bylaws proposed for ratification by the individual districts:
April 27, 1973
LEASE AGREEMENT

THIS LEASE AGREEMENT made this 2nd day of May, 1979, at Mariposa, California, by and between the

35-A
MARIPOSA COUNTY BOARD OF SUPERVISORS and JOHN ANDERS
AS COUNTY DIRECTOR and FARM ADVISOR of Mariposa County hereinafter called the LESSEE:

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereinafter contained, does hereby lease, demise and let unto LESSEE and LESSEE takes that certain property in the City of Mariposa, County of Mariposa, State of California, described as:

Room #3 in the Administration Building, space in room #1 for his secretary and supportive office equipment, space in room #2 for equipment and storage of supplies, occasional meetings in room #4, plus barn area, Building A and Red Barn for Spring Show.

Occasional meetings as needed subject to prior approval by the Secretary-Manager of the Association.

for the term of one year commencing on the 1st day of July, 1979, and ending on the 30th day of June, 1980, with the right of termination as hereinafter set forth, at the annual rental of $1,080.00, payable to the LESSOR in lawful money of the United States, in advance, on MAX 7/1/79 day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ None from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the 35-A District Agricultural Association at Mariposa, California, on or before the 1st day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinafter provided, and in addition thereto, to pay, charges for Damages done to the property, if any.

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

University of California Cooperative Extension Service

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 246, Mariposa, Ca. 95338

and to the LESSOR at P.O. Box 187. 5007 Fairgrounds Drive., Mariposa, Ca. 95338
6th: To not assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or at any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an it untenable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessee of dishonor which he is required by law to pay, the lessee pay the amount due, and it is paid, the provisions of this section shall not apply and the lessee shall be entitled to the possession of the property."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, national origin, or physical handicap. The Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race color, religion, ancestry, sex, national origin, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1429, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSOR does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, servants, and employees, may be assenti.
Attachment to Lease Agreement 79-2
MARIPOSA COUNTY BOARD OF SUPERVISORS and
JOHN ANDERSON AS COUNTY DIRECTOR and
FARM ADVISOR

Applicant agrees to indemnify and save harmless the 35-A District Agricultural Association, its officers, agents and employees from and against all loss or expense, (including costs and attorney's fees) by reason of liability imposed by law upon the 35-A District Agricultural Association for damages due to bodily injury, including death at any time resulting therefrom sustained by any person or persons and/or damages to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, providing such injury to persons or damage to property is due or claimed to be due to the negligence of applicant, its officers, employees or agents.
Applicant: The Regents of the University of California.

35-A DISTRICT AGRICULTURAL ASSN. and JOHN ANDERSON AS COUNTY DIRECTOR and FARM ADVISOR

Jack D. Pinkerton
Secretary-Manager

Chairman, Board of Supervisors

County Director & Farm Advisor
The Board of Supervisors met in Administrative Practices Session this 21st day of May, 1979, at 9:10 a.m. with Supervisors Dalton, Clark, Weber, and Erickson present. Supervisor Owings arrived at 9:15 a.m.

Janice McRae, Long Range Water Study Committee, gave presentation on the Mariposa and Stockton Creek Watersheds.

Soil Conservation District representative William Dignon presented a map indicating roads in the Watershed area which need improving.

Budget sessions ensued with Auditor Barbara Saye present. Deputy Probation Officer Charles Hand presented and received approval on the Probation Office 1979-80 preliminary budget. District Attorney Bruce Eckerson presented the District Attorney Office 1979-80 preliminary budget; District Attorney to supply the Board with additional land division investigation budget information.

The Board adjourned for lunch at 12:35 p.m. and reconvened at 1:50 p.m. Supervisor Clark arrived at 2:15 p.m.

Mental Health budget was presented by the Mental Health Advisory Board and approval given on the FY 79-80 preliminary budget and plan. Sealer of Weights and Measures budget discussed. Determination of Sealer's vehicle being used by the Ag Inspector to be made at final budget session. Sealer's FY 79-80 preliminary budget approved. Parks & Rec. Director Rich Begley discussed Parks & Rec FY 79-80 budget.

Supervisor Clark excused from meeting.

Sheriff Paul Paige presented and received approval on FY 79-80 preliminary boating and waterways budget. Auditor directed to add $5500 to Sheriff's budget 18A, Coroner, per request of Sheriff.

Discussion continued with Rich Begley on Parks and Rec. budget.

Increase of mileage reimbursement discussed.

Central California Health Systems Agency membership fee of $391 for FY 79-80 preliminary budget approved.

The Board adjourned at 5:30 p.m. to meet in regular session on Tuesday, May 22, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clark of the Board
The Board of Supervisors met in regular session this 22nd day of May, 1979, 9:10 a.m. with all Supervisors present.

The minutes of May 14 and 15, 1979, were approved as mailed.

On motion of Clark, seconded by Owings, the Consent Agenda was approved: Sanitarian Aide, Sacramento, 5/24-25/79, staff meeting seminar for Contract County Sanitarians/staff.

Auditor Barbara Saye discussed revenue sharing allocation. On motion of Clark, seconded by Erickson, $274,240 to be amount allocated at June 12,1979 public hearing, on recommendation of the Auditor.

On motion of Weber, seconded by Owings, Auditor to review various needs of the special districts to determine if a new percentage allocation should be assigned to the $15,093 received from Dept. of Finance for special districts.

On motion of Weber, seconded by Owings, outside counsel to be hired to determine the requirements and responsibilities of the Board with respect to the illegal land division investigation. Ayes: Dalton, Weber, Owings. Noes: Erickson, Clark.

"Four by Fouring" article which appeared in the Fresno Bee was read into the record and complete of the record:

"The lure of retirement and recreation homesites in the foothills is strong among Californians and seems to be directly proportionate to the avarice of the fast-buck operators, who have developed an illegal process of subdividing land known as 'four-by-fouring.'"

The practice is prevalent in a number of California foothill counties and has been said to be the most widespread of white-collar crimes in California.

Four-by-fouring was described in detail in The Bee last week in two lengthy articles concerning the Mariposa land scandal, written by reporters Jim Boren and Rick Rodriguez.

The illegal subdivision practice that resulted in a series of indictments and felony convictions in Butte County during the past couple of years should have been enough to alert the legislature that current laws may be inadequate.

There are two methods of subdividing land. One is the familiar process of creating a subdivision by designing the entire unit, complete with streets, water and sewer service, electricity and telephone service and other facilities - working closely with local officials to meet state and local regulations. The other method permits splitting land into not more than four parcels as long as the new parcels meet the minimum lot size permitted by zoning. This process requires little more than the filing of a map with the county indicating the legal boundaries of the new parcels. The county cannot even question whether there is sufficient water supply if the new parcels are five acres or larger.

This lot split method prohibits a person from further splitting the same property, and here is where the problem lies. In the four-by-fouring process, a land owner will split, say, 160 acres into four 40-acre parcels, set up dummy corporations, false names or the names of relatives to then split each of the 40's into 10-acre lots, and then each of the 10's into 2-1/2 acre lots. In this way a 64-lot subdivision can be created with little governmental control.
Tom DeVries, in the May 7 issue of New West magazine says hundreds of subdivisions with potential populations of thousands were created in Butte County by the four-by-four ing process and sold by real estate agents who promised good water, adequate drainage, all-weather roads, and fire protection. However, the purchasers of most of these lots will find it extremely costly to obtain some of those amenities if they ever become available.

In Mariposa County, a seven-year moratorium on subdivisions was sidestepped by four-by-four ing to the point where, as County Planner Robert Borchard said, 'For awhile they were selling lots by the side of the road like Indian blankets...'

Fresno County officials seem to think there is little illegal lot splitting going on here, even though there are hundreds of lot splits recorded each year. Walter N. Clark, assistant public works director, said there have been several cases that were suspect, but no real evidence of fraud.

There is a need for an easy way to split a parcel of land but there must be ways to protect the lot-splitting process from abuses such as indicated in Mariposa and Butte Counties. The legislature would do well to search for solutions."

Dale Westfall and Alec Ragghanti, Grand Jury, advised the Board that a clerical error of opening unmarked joint audit bid envelopes prior to bid opening date occurred; Audit Committee to make recommendation to the Board as to whether to reject all bids or select a bid from those received.

Acting as the Board of Directors, Coulterville County Service Area No. 1, on motion of Clark, seconded by Owings, Moldenhauer-Bennett billings for Coulterville Wastewater project approved: $3,533.49 and $1,585.26.

Civil Defense Director Robert Powers discussed emergency vehicle gas situation in the County. On motion of Weber, seconded by Clark, Willis H. Powers appointed as Assistant to Civil Defense Director.

Grand Jury Audit Committee discussed joint audit bids. On motion of Clark, seconded by Erickson, all audit bids rejected and Clerk of the Board to advise bidders of reason for Board action; all copies of bids received to be destroyed by Clerk; Clerk to request bids be resubmitted by those who participated and additional participants be solicited to bid; Clerk of the Board to include return envelopes properly marked to all requested bidders advising of bid opening date by Board and Grand Jury; Grand Jury to supply to Board the following - additional names of bidders to participate draft of letter explaining to bidders reason for rejection of bids, date of new bid opening.

On motion of Weber, seconded by Erickson, Board ratified County Counsel's letter to the Department of Labor dated May 18, 1979, referencing past Board action regarding John Rotondo.

Auditor directed to post Certificate of Consent to Self-Insure No. P-0395, and complete and post Notice to Employees; original copies to be maintained by the Auditor.

On motion of Clark, seconded by Erickson, Assessor to advise Dept. of Finance of discrepancy in Dept. of Finance's population estimates for Mariposa County.

Dolores Jacobs discussed Mental Health Advisory Board recommendations. On motion of Owings, seconded by Weber, Res. 79-79 was passed and adopted, increasing the Mental Health Advisory Board to 17 members to include youth, minority, and lay person representation. On motion of Weber, seconded by Clark, Mental Health FY 79-80 preliminary budget and plan approved. On motion of Weber, seconded by Owings, request to be made of Kings View for 90-day contractual stipulation for termination by either party of contract, per recommendation of the Mental Health Advisory Board.

On motion of Weber, seconded by Owings, Board reaffirms policy that all permits and tentative maps for grading in the Stockton Creek area are to be reviewed for approval by the Committee consisting of M. Dignon, B. Borchard, R. Ferrero; conditions established by Committee on tentative maps cannot be any more stringent than those conditions imposed on the original approved tentative map.

Glen Gordo discussed Recorder's fees for mining claims; waiving senior citizens fees for dog licenses and vaccinations; construction of sidewalk around Courthouse.

The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 1:50 p.m.

Acting as the Board of Directors, Mariposa Pines, on motion of Owings, seconded by Weber, loan accepted in the amount of $2,000 from the Water Agency at one-half of one percent interest for a maximum of 90 days; District to arrange for alternative financing within 90 day period - alternatives include use of Special Districts Bail-out allocation and/or two-year loan from the Water Agency MID monies. Special Districts manager directed to research and prepare for Board's review responsibilities pertaining to original subdivider of Mariposa Pines.

Letter from Parks and Rec. Director regarding payment for compensatory time to be forwarded to the Personnel Policies and Procedures Committee for recommendation.

Chairman directed Supervisors Owings and Weber to solicit list of all County surplus equipment from departments and submit to Board for action.

Hearing de novo opened on appeal of Planning Commission's decision on Use Permit 107B - Fish Camp, Ramada Inn. Larry Enrico, Planning Department, gave presentation on relevant facts concerning Planning Commission's action of denial of Use Permit 107B. Bill Dahl, attorney for appellant James Compton responded to Planning Commission's denial. Public input called for and received; public hearing closed. On motion of Owings, seconded by Weber, Planning Commission's decision for denial upheld; Planning staff and County Counsel to submit Board's Findings of Fact May 29, 1979. Roll call vote taken and motion passed unanimously.

Public hearing opened on proposed grading ordinance. Public input called for and received; public hearing closed. On motion of Erickson, seconded by Clark, negative declaration for proposed Mariposa County Grading and Excavation Ordinance accepted and Planning Office authorized to post and file negative declaration in order to continue the E.I.R. process. On motion of Owings, seconded by Clark, County Counsel and Planner/Grantsman to prepare amendments to proposed Grading and Excavation Ordinance for submission to the Board May 29, 1979. Planner/Grantsman to make recommendation to the Board on the composition of Committee to study and prepare a proposed ordinance on Stockton Creek Watershed area.
On motion of Owings, seconded by Weber, public hearing set for June 5, 1979, 2:30 p.m. on the question of whether to extend and/or amend interim zoning ordinance no. 498 as emergency measure for an additional eight months.

On motion of Clark, seconded by Owings, County Fire Warden authorized to purchase Training Manuals in the amount of $431.20; monies previously budgeted.

On motion of Owings, seconded by Weber, Res. 79-80 was passed and adopted, officially recognizing Coulterville celebration as a County celebration.


On motion of Owings, seconded by Weber, recommendation from outside counsel who investigated charges made against a county employee accepted: no further action to be taken by the Board. Chairman to forward confidential copy of letter from outside counsel to concerned parties.

On motion of Clark, seconded by Owings, Board Personnel Committee to prepare 6-month Personnel Evaluation on Special Districts manager for Chairman signature.


On motion of Erickson, seconded by Owings, Clerk to request Parks & Rec. Commission to supply the Board with its recommendation on Hornitos Patrons Club's request for leasing the backroom of the Golden Stag Hall in Hornitos.

The Board adjourned at 7:05 p.m. to meet in regular session on Tuesday, May 29, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met in regular session this 29th day of May, 1979, at 9:05 a.m. with Supervisors Clark, Owings, Weber, and Erickson present. Supervisor Dalton arrived at 9:45 a.m. due to County business.

The minutes of May 21 and 22, 1979, were approved as mailed.

On motion of Owings, seconded by Erickson, the Consent Agenda was approved.

Amend Board Minutes of May 8, 1979 to include typed copy of Tom DeVries article appearing in New West Magazine (minutes only show article was read into record and became part of record). Sanitarian Aide, South Lake Tahoe, 6/12-14/79, Visible Emissions Evaluation course. CETA employee, Sacramento, 5/29-6/1/79, "Decision for Placement" course. Auditor-Recorder, San Francisco, 6/6-7/79, mtg re Gann initiative. Auditor authorized to draw warrant for Fire Warden's training manuals - §431.20 (purchase approved 5/22/79).

On motion of Owings, seconded by Erickson, on recommendation of V.F.W. following veterans chosen to receive Presidential Certificate for outstanding community achievement of Vietnam era: Jon Turner, Tom Hays, Richard Begley, Ted Trujillo, Don Wackerman, Bruce Eckerson.

On motion of Weber, seconded by Owings, Res. 79-81 was passed and adopted, commemorating George Zenovich for retirement from the State Senate.

Parks and Rec. Director's letter regarding accident report and request for vehicle damage funds to be forwarded to County's insurance carrier.

On motion of Erickson, seconded by Weber, Assessor authorized to hire CETA employee to perform necessary inspections relative to the Department of Finance's population projections.

Employee Association representative Herb Davis presented and discussed a Memorandum of Understanding. County Counsel to prepare County's response to Memorandum of Understanding for Board's review.

On motion of Clark, seconded by Owings, Chairman authorized to execute Amendment to Contract between Board of Administration Public Employees' retirement system and the Board. On motion of Clark, seconded by Owings, urgency Ord. 512 was passed and adopted, authorizing the Chairman to execute the PERS Contract Amendment and establish effective date of June 1, 1979. On motion of Clark, seconded by Owings, Clerk to publish urgency Ordinance.

On motion of Owings, seconded by Clark, Auditor directed to pay retroactive payments of County's share of PERS, per PERS contract, to employees on June 1, 1979.

Road Commissioner Bill Lincoln discussed Road Dept. matters. Acting as the Local Transportation Commission, on motion of Weber, seconded by Clark, Chairman authorized to sign request for non-transit audit services with the State Controller: audit to be performed on the Transportation Development Act Funds. On motion of Weber, seconded by Owings, Board approved Caltrans revised work program and study for five-county transit study. The Board resolved that there are no unmet public transportation needs that can be economically and reasonably met. Discussion took place on County maintaining portion of Stumpfield Mountain Road. It was determined that the portion not presently being maintained by the County will be eliminated from the log submitted by Caltrans.
On motion of Erickson, seconded by Clark, Auditor authorized to draw a warrant to the Holiday Inn in the amount of $48.06, for County Counsel's confirmed reservations.

Bob Borchard discussed Planning Office matters. On motion of Clark, seconded by Owings, Res. 79-82 was passed and adopted, amending Res. 78-142 establishing procedures whereby EIR's may be reviewed and under certain circumstances waived, however, not precluding the necessity of a public hearing.

On motion of Clark, seconded by Weber, draft of emergency zoning ordinance regulating use of land/establishing development standards in Coulterville to be prepared by Planner/Grantsman for Board review.

On motion of Weber, seconded by Clark, urgency Ord. 513 was passed and adopted, amending Mariposa County Code by adding Title 15 thereto entitled "Building and Construction" and to contain Chapter 15.28 thereof relating to grading and excavation. On motion of Clark, seconded by Weber, 6/26/79, 3:00 p.m. set for public hearing to hear and discuss any proposed amendments to Ord. 513.

On motion of Owings, seconded by Clark, Res. 79-83 was passed and adopted, authorizing Chairman to sign disclaimer for Daniel E. Wolfus and Christine Wolfus.

On motion of Weber, seconded by Clark, Claim for Refund of W. Michael Keefe in the amount of $4.54 approved for tax penalty assessment.

The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 2:00 p.m. Supervisor Erickson excused until 2:55 p.m.

On motion of Owings, seconded by Weber, permission granted for Turlock Amateur Radio Club to spend night in Red Cloud Country Park on June 23, 1979, to take part in field communications activity.

On motion of Weber, seconded by Owings, subject to meeting of Mountain counties on June 14, 1979, regarding senior citizen programs, Board opposes ATAAP's appeal to Calif. Dept. of Aging to reconsider ATAAP as an area agency.

On motion of Clark, seconded by Owings, Auditor directed to draw a warrant to the U.S. Post Office in the amount of $499.80 to cover cost of mailing sample ballots for Special General Election, upon the request of County Clerk.

On motion of Clark, seconded by Weber, refund for mobile home utilities and Ramada Inn permits in the amount of $180.50 to J.S. Nakamoto approved.

Public Hearing on Oak Terrace-Planned Development opened. Planner/Grantsman gave presentation. Public input called for and received; hearing closed.

Supervisor Erickson arrived.

On motion of Clark, seconded by Weber, Ord. 514 introduced and first reading waived; amending Ord. 180 by establishing Oak Terrace as a planned unit development zone. On motion of Clerk, seconded by Weber, Exhibit A, Item 5, to Ord. 514 amended to read, "completion of the project to be 5 years from date of effective date of Ord. 514".

Board discussed Supt. of Schools budget with Barbara Parker. Additional discussion to take place June 5, 1979. Advertising budget discussed and approval given on FY 79-80 preliminary budget. Clerk to secure cost of printing maps of Mariposa; Board to then make recommendation to Chamber on charging accordingly.
Treasurer-Tax Collector Don Phillips discussed cancelling penalties on undelivered tax bills.

On motion of Owings, seconded by Clark, interim emergency zoning Ordinance 515 was passed and adopted, regulating use of land and establishing development standards in the community of Coulterville.

On motion of Owings, seconded by Clark, Auditor directed to draw a warrant of $150 to Robert Wash for services relative to a confidential personnel matter.

On motion of Clark, seconded by Owings, on recommendation of the Grand Jury Audits Committee, June 19, 1979 set to open joint Grand Jury/Board audit bids. Clerk to write all those concerned.

Letter from John Thomson, County Sanitarian, to be sent to the Planning Commission for recommendation to the Board regarding duration of well testing and the relationship of the well testing during certain months to the approval process of a major subdivision.

On motion of Erickson, seconded by Clark, on recommendation of the 125th Anniversary Committee, Mariposa Photographic designated as official photographer for June 8-10/1979 125th Anniversary Celebration.

On motion of Weber, seconded by Clark, proposal of National Park Service to relocate the Yosemite National Park Branch Library to the Girl's Club approved.

Supervisor Weber to investigate commercial-type recorder purchase.

Clerk to coordinate listing of surplus vehicles and office equipment for Board's review.

The Board adjourned at 7:00 p.m. to meet in Administrative Practices Session Monday, June 4, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
DATE: 5/29/79

TRANSPORTATION PLANNING AGENCY:

KENNETH CORY, STATE CONTROLLER
Div. of Local Government Fiscal Affairs
Post Office Box 1019
Sacramento, California 95805

Gentlemen:

Your audit services are hereby requested.

The following agencies will require audits. We have indicated the type of audit to be performed.

<table>
<thead>
<tr>
<th>Claimant (Agency)</th>
<th>Non-Transit</th>
<th>Transit</th>
<th>County Trust Fund</th>
<th>Planning Commission</th>
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Signed __________________________

Title __________________________
AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF MARIPOSA

The Board of Administration, Public Employees' Retirement System, herein-
after referred to as Board, and the governing body of above public agency,
hereinafter referred to as Public Agency, having entered into a contract under
date of June 7, 1961, effective July 1, 1961, and as amended effective
April 1, 1965, January 1, 1967, October 1, 1968, May 1, 1973, April 1, 1974 and
May 1, 1976, which provides for participation of Public Agency in said System,
Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed
   effective May 1, 1973, and hereby replaced by the following paragraphs
   numbered 1 through 11 inclusive:

1. All words and terms used herein which are defined in the Public
   Employees' Retirement Law shall have the meaning as defined therein
   unless otherwise specifically provided. "Normal retirement age" shall
   mean age 60 for local miscellaneous and age 55 for local safety
   members, except those local safety members continuing under provisions
   of this contract prior to the amendment effective January 1, 1967.

2. Public Agency shall participate in the Public Employees' Retirement
   System from and after July 1, 1961 making its employees as
   hereinafter provided, members of said System subject to all provisions
   of the Public Employees' Retirement Law except such as apply only on
   election of a contracting agency and are not provided for herein and
   to all amendments to said Law hereafter enacted except such as by
   express provisions thereof apply only on the election of contracting
   agencies.

3. Employees of Public Agency in the following classes shall become
   members of said Retirement System except such in each such class as
   are excluded by law or this agreement:

   a. Local Firemen (herein referred to as local safety members);

   b. County Peace Officers (herein referred to as local safety
      members);

   c. Constables (included as local safety members);

   d. Employees other than local safety members (herein referred to as
      local miscellaneous members).
In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PERSONS COMPENSATED ON AN HOURLY AND/OR PER DIEM BASIS HIRED OCTOBER 1, 1968 OR AFTER

4. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law (2% at age 50).

5. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.1 subject to the reduction for Federal Social Security as provided in Section 21251.45 of said Retirement Law (Modified one-half pay at age 55).

6. Paragraph 5 above shall not apply to those local safety members who elected to continue under the provisions of the contract prior to the amendment effective January 1, 1967 and Section 20601 and 21252.5 of said Retirement Law shall continue to apply with respect to such members as provided in Section 21252.45.

7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

a. Section 20021.6 (providing for the participation of constables, deputy constables, marshals, and deputy marshals under the definition of County Peace Officers).

b. Section 21222.1 (Special 5% increase - 1970).

c. Section 21222.2 (Special 5% increase - 1971).

d. Section 20021.9 (providing for classification as "County Peace Officers": of those employees of the Sheriff Department employed in county jail, detention or correctional facility and having as their primary duty and responsibility the supervision and custody of persons committed to such facility).

e. Section 20614 (Reduction of normal member contribution rate). From and after the effective date of this contract amendment, the normal member contribution rate shall be 3-1/2%, for local miscellaneous members, and shall be the amount specified in Section 21252.1 minus 3-1/2% for local safety members.

f. Section 20930.3 (Military service credit) as defined in Chapter 830, Statutes of 1976.
8. Public Agency, in accordance with Section 20749, Government Code, shall cease to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective as of the effective date of this amendment to contract. Accumulated contributions of Public Agency as of the date of such amendment shall be fixed and determined as provided in Section 20759, Government Code, and such accumulated contributions and contributions hereafter made shall be held by the Board as provided in Section 20759, Government Code.

9. Public Agency shall contribute to said Retirement System as follows:
   a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:
      (1) 8.225 percent until June 30, 1982 on account of the liability for prior service benefits.
      (2) 16.998 percent on account of the liability for current service benefits.
   b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:
      (1) 16.13\% percent on account of the liability for current service benefits.
   c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
   d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.
B. This amendment shall be attached to said contract and shall be effective on the ________________ day of __________________, 19__.

Witness our hands the ________________ day of ________________, 19__.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF SUPERVISORS
OF THE
COUNTY OF MARIPOSA

BY
Carl J. Blechinger, Executive Officer

Approved as to form:

__________________________
Legal Office, PERS

BY
Presiding Officer

Attest:

__________________________
Clerk

PERS CON-702
MARIPOSA COUNTY ORDINANCE

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF MARIPOSA AUTHORIZING AN AMENDMENT TO THE
CONTRACT BETWEEN THE MARIPOSA COUNTY BOARD OF SUPERVISORS AND THE
BOARD OF ADMINISTRATION OF THE
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The Board of Supervisors of the County of Mariposa,
State of California, do ordain as follows:

SECTION I: That an amendment to the Contract between
the Board of Supervisors of the County of Mariposa and the Board
of Administration of the California Public Employees' Retirement
System is hereby authorized, a copy of said amendment being
attached hereto, marked "Exhibit A", and by such reference made a
part hereof as though herein set out in full.

SECTION II: The Chairman of the Board of Supervisors
is hereby authorized, empowered, and directed to execute said
amendment for and on behalf of the County of Mariposa.

SECTION III: This ordinance shall take effect June 1,
1979, in accordance with the provisions of Government Code Section
25123(b) in that applicable laws relating to the amendment of a
P.E.R.S. contract with a contracting entity requires that said
contract amendment become effective on a payroll date in the same
fiscal year in which the amendment is initiated. The contract
amendment in this ordinance was initiated in fiscal year 1978/79
and there remains only one payroll date, i.e., June 1, 1979,
prior to the close of said fiscal year.

SECTION IV: Prior to the expiration of thirty days
from the passage of this ordinance, this ordinance shall be pub-
lished at least once in the MARIPOSA GAZETTE, a newspaper of gen-
eral circulation, published and circulated in the County of
Mariposa, and thenceforth and thereafter the same shall be in full force and effect.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 29th day of May, 1979, by the following vote:

AYES:

NOES:

NOT VOTING:

ABSENT:

EUGENE P. DALTON, Chairman
Board of Supervisors

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
County Counsel/Administrative Assistant to the Board
DATED: May 24, 1979

ATTEST:

JOAN LYNK, Clerk of the Board
**Exhibit A**

AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
COUNTY OF MARIPOSA

The Board of Administration, Public Employees' Retirement System, herein-
after referred to as Board, and the governing body of above public agency,
hereinafter referred to as Public Agency, having entered into a contract under
date of June 7, 1951, effective July 1, 1951, and as amended effective
April 1, 1965, January 1, 1967, October 1, 1968, May 1, 1973, April 1, 1974 and
May 1, 1975, which provides for participation of Public Agency in said System,
Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed
effective May 1, 1973, and hereby replaced by the following paragraphs
numbered 1 through 11 inclusive:

1. All words and terms used herein which are defined in the Public
Employees' Retirement Law shall have the meaning as defined therein
unless otherwise specifically provided. "Normal retirement age" shall
mean age 60 for local miscellaneous and age 55 for local safety
members, except those local safety members continuing under provisions
of this contract prior to the amendment effective January 1, 1967.

2. Public Agency shall participate in the Public Employees' Retirement
System from and after July 1, 1961 making its employees as
hereinafter provided, members of said System subject to all provisions
of the Public Employees' Retirement Law except such as apply only on
election of a contracting agency and are not provided for herein and
to all amendments to said Law hereafter enacted except such as by
express provisions thereof apply only on the election of contracting
agencies.

3. Employees of Public Agency in the following classes shall become
members of said Retirement System except such in each such class as
are excluded by law or this agreement:

a. Local Firemen (herein referred to as local safety members);

b. County Peace Officers (herein referred to as local safety
members);

c. Constables (included as local safety members);

d. Employees other than local safety members (herein referred to as
local miscellaneous members).
In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PERSONS COMPENSATED ON AN HOURLY AND/OR PER DIEM BASIS HIRED OCTOBER 1, 1963 OR AFTER

4. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law (25 at age 60).

5. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 21252.1 subject to the reduction for Federal Social Security as provided in Section 21251.45 of said Retirement Law (Modified one-half pay at age 55).

6. Paragraph 5 above shall not apply to those local safety members who elected to continue under the provisions of the contract prior to the amendment effective January 1, 1967 and Sections 20601 and 21252.5 of said Retirement Law shall continue to apply with respect to such members as provided in Section 21252.45.

7. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

a. Section 20021.6 (providing for the participation of constables, deputy constables, marshals, and deputy marshals under the definition of County Peace Officers).

b. Section 21222.1 (Special 5% increase - 1970).

c. Section 21222.2 (Special 5% increase - 1971).

d. Section 20021.9 (providing for classification as "County Peace Officers": of those employees of the Sheriff Department employed in county jail, detention or correctional facility and having as their primary duty and responsibility the supervision and custody of persons committed to such facility).

e. Section 20614 (Reduction of normal member contribution rate). From and after the effective date of this contract amendment, the normal member contribution rate shall be 3-1/2% for local miscellaneous members, and shall be the amount specified in Section 21252.1 minus 3-1/2% for local safety members.

f. Section 20930.3 (Military service credit) as defined in Chapter 830, Statutes of 1976.
8. Public Agency, in accordance with Section 20740, Government Code, shall cease to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective as of the effective date of this amendment to contract. Accumulated contributions of Public Agency as of the date of such amendment shall be fixed and determined as provided in Section 20759, Government Code, and such accumulated contributions and contributions hereafter made shall be held by the Board as provided in Section 20759, Government Code.

9. Public Agency shall contribute to said Retirement System as follows:

a. With respect to miscellaneous members, the agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said Retirement System:

(1) 8.225 percent until June 30, 1932 on account of the liability for prior service benefits.
(2) 16.698 percent on account of the liability for current service benefits.

b. With respect to local safety members, the agency shall contribute the following percentages of monthly salaries earned as local safety members of said Retirement System:

(1) 16.134 percent on account of the liability for current service benefits.

c. A reasonable amount per annum, as fixed by the Board to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

d. A reasonable amount as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances, or adjustments on account of errors in contributions required of any employee may be made by direct cash payments between the employee and the Board. Payments by Public Agency to Board may be made in the form of warrants, bank checks, bank drafts, certified checks, money orders or cash.
B. This amendment shall be attached to said contract and shall be effective on the ________________ day of ________________, 19__.

Witness our hands the ________________ day of ________________, 19__.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY
Carl J. Blechinger, Executive Officer

Approved as to form:

Legal Office, PERS

BY
Presiding Officer

Attest:

Clerk

PERS CON-702
The Board of Supervisors, Mariposa County, met in Administrative Practices Session at 9:10 a.m. this 4th day of June, 1979, with Supervisors Dalton, Clark, Owings, and Weber present. Supervisor Erickson excused.

Budget sessions with Auditor Barbara Saye present ensued. Parks & Rec. Director Rich Begley discussed Parks & Rec Budget. Preliminary budget approved; alternatives to certain portions of the budget to be submitted at final budget session. Cemeteries Budget reviewed and budget to remain same as last fiscal year; to be reviewed at final budget process. County Counsel budget presented and approval given on preliminary FY 79-80 budget, alternative "C".

The Board adjourned for lunch and reconvened at 1:10 p.m. with budget sessions continuing.

Superintendent of Schools George Barendse and Barbara Parker discussed Superintendent of Schools FY 79-80 preliminary budget. County Counsel to work with Mr. Barendse to draft letter requesting opinions relative to Prop. 13 and tax rate for Superintendent of Schools. County Counsel and Auditor to meet with Mr. Barendse to negotiate possibility of Supt. of Schools Office being placed on a fiscal independent basis for budget purposes. Supt. of Schools and Board of Education budgets tentatively approved.

Acting Mental Health Director Judy Van Winkle discussed excess monies in Mental Health Budget.

Supt. of Bldg. & Grounds Craig McDonald discussed and received approval on preliminary FY 79-80 budget, as amended.

Herb Davis, Employee Association representative, discussed Memorandum of Understanding. Memorandum of Understanding tentatively approved, as amended.

Sheriff Paul Paige requested an amendment to the salary resolution effective July 1, 1979, by adding additional deputy in order to continue the Total Application of Resources to Prevention Officer position.

The Board adjourned at 5:30 p.m. to meet in regular session Tuesday, June 5, 1979, 9:00 a.m.

ATTEST:

Jean J. Lyng
Oberk of the Board
The Honorable  
Board of Supervisors  
County of Mariposa  
Mariposa, Calif. 95338  

Re: U.P. 113 and 121  
Environmental Impact Report  
Contracts No. 79-5-A, 79-5-B  

Gentlemen:

Ariel and Ruth Jette' are proposing to expand their motel/restaurant complex and build a vehicle storage area at their Parkline complex. Attached are copies of EIR contracts for the project in accordance with County policy. The Consultant is Planning Associates from Merced and the contract amount is $2,300.

There were four bids on this contract with the higher bids being $3,200, $3,125 and $2,465. These amounts do not include the $300 estimate of the assessors office for fiscal impact assessment. The consultant, Planning Associates bid of $2,000 in addition to the Assessor's costs constitute the $2,300 contract.

I am requesting the Board approve the contracts effective May 29th and authorize the Chairman to sign. Thank you for your attention to this matter.

Sincerely,

ROBERT L. BORCHARD  
Planner/Grantsman  

RLB:bc  
attachments
ENVIRONMENTAL REVIEW SERVICES AGREEMENT
COUNTY OF MARIPOSA
PLANNING OFFICE CONTRACT NO. 79-6-A

THIS AGREEMENT, Executed in duplicate this ______ day of
May _____________, 1979, by and between the COUNTY OF MARIPOSA, a
political subdivision of the State of California, hereinafter referred to as
"COUNTY", and ARIEL AND RUTH JETTE
hereinafter referred to as "PROJECT APPLICANT".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, conditions, and agreements
to be kept and performed by each of the respective parties hereto, it is hereby
agreed as follows:

1. COUNTY, acting in the capacity of lead agency as defined under
the California Environmental Quality Act (Sections 15030 and 15065 of the
California Administrative Code), shall prepare or cause to be prepared an
Environmental Impact Report as specified by the Resources Agency of the State
of California for said Project described in Exhibit "A" attached hereto and
made a part hereof as though set out in full. Said Project as herein above
described, was submitted to the COUNTY for action at initiative of the PROJECT
APPLICANT.

2. COUNTY shall provide PROJECT APPLICANT reasonable opportunity to
contribute comments, information or such other documentation as may be required
for the preparation and evaluation of the Environmental Impact Report for said
project herein described.

3. PROJECT APPLICANT, in consideration of services provided herein
shall pay the sum of $2,300.00, to be deposited with the Mariposa
County Planning Office. In the event that such real and actual costs of the
preparation of the required Environmental Impact Report should be less than
specified herein, the difference between such real and actual costs and the
amount deposited shall be refunded to the Project Applicant.
4. PROJECT APPLICANT shall be responsible for such reasonable additional costs incurred in the preparation of the Environmental Impact Report subject to the establishment of such costs between the COUNTY and the PROJECT APPLICANT and the preparation and execution of an addendum to this agreement, to become a part herewith and henceforth.

5. PROJECT APPLICANT agrees to indemnify, defend, hold, and save COUNTY free and harmless of, from, and against any and all claims, liability, loss or damage whenever so suffered or sustained by COUNTY, its agents, employees, subcontractors, or any third person, which loss, injury, death, or damage shall be caused by or in any way result from or arise from any act, omission, or negligence of PROJECT APPLICANT in performance of his duties and obligations under this agreement.

6. Time is of the essence of this agreement.

DATED: May 29, 1979, at Mariposa, California.

COUNTY OF MARIPOSA

APPROVED AS TO FORM:

By

EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

DATE:

By

CHAIRMAN, H. FORBES SIMPSON
PLANNING COMMISSION

ATTEST:

JOAN LYNK, CLERK OF THE BOARD

PROJECT APPLICANT:

ARIEL AND RUTH JETTE

KATHLEEN MORLEY, SECRETARY
PLANNING COMMISSION
ENVIRONMENTAL REVIEW SERVICES AGREEMENT
COUNTY OF MARIPOSA
PLANNING OFFICE CONTRACT NO. 79-5-8

THIS AGREEMENT, executed in duplicate this 29th day of
MAY, 1979, by and between the COUNTY OF MARIPOSA, a
political subdivision of the State of California, hereinafter referred to as
"COUNTY", and PLANNING ASSOCIATES,
hereinafter referred to as "CONSULTANT".

WITNESSETH:

IN CONSIDERATION of the mutual covenants, conditions, and agreements
to be kept and performed by each of the respective parties hereto, it is hereby
agreed as follows:

1. COUNTY hereby employs CONSULTANT to perform the services herein
after set forth at the compensation and upon the terms and conditions herein
after expressed, and CONSULTANT hereby agrees to perform such services for
said compensation and upon said terms and conditions.

2. CONSULTANT shall prepare for COUNTY a 'draft' environmental
impact report and such documentation as may be required for presentation of the
final accepted environmental impact report, hereinafter referred to as "EIR"
for that project described in Exhibit "A" attached hereto and made a part
hereof, as though set out in full.

3. CONSULTANT shall file one copies of the 'draft' EIR with the
Planning Office of COUNTY on or before the 16th day of July, 1979.

4. CONSULTANT shall set forth in said 'draft' EIR all of the re-
quired elements specified by California State Statutes, Administrative Code
Regulations, Ordinances of COUNTY, and the guidelines specified by the Resources
Agency of the State of California. Failure of CONSULTANT to set forth in said
'draft' EIR said specified elements shall constitute a breach of this Agreement.
5. CONSULTANT shall be present and participate in the hearing in connection with the approval or disapproval of the 'draft' EIR, provided that the time required to be spent at any such public hearing(s) shall not exceed four hours in total. CONSULTANT shall explain in writing, or at the hearing, to any and all persons the conclusions, statements, and findings contained in said 'draft' EIR.

6. In the event there was an area of concern to CONSULTANT which CONSULTANT could not resolve, then CONSULTANT would apply to the Mariposa County Planning Commission for clarification in writing. If such written clarification is given by the Mariposa County Planning Commission, then it shall control the subject matter to be covered.

7. In the event CONSULTANT discovers that there is insufficient data to make adequate conclusions, then CONSULTANT shall advise COUNTY of that deficiency and recommend the kind and nature of further studies to be made.

8. CONSULTANT is an independent contractor and not an employee of COUNTY. Neither CONSULTANT or any person working for or on behalf of said CONSULTANT is or shall be considered an employee of COUNTY under any circumstances in connection with this agreement.

9. The 'draft' EIR, the Final EIR, and all data, materials, maps plans, documents, or other information collected, compiled, or otherwise gathered by CONSULTANT in connection with or pertaining to the preparation of the EIR referred to in this Agreement is the property of COUNTY and shall be delivered to COUNTY at any time upon request or as otherwise specified in this Agreement, provided that such material or information shall not be available on or after six months following the filing of the Notice of Determination with the County Clerk. To carry out the purposes and conditions of this Section, COUNTY shall have the right at all reasonable times and at all reasonable hours to inspect the records, files, and books of CONSULTANT which pertain to or are
in connection with the preparation of the EIR as herein specified.

10. CONSULTANT shall have access to any records or documents within
or under the control of COUNTY required to develop and present an acceptable
draft Environmental Impact Report. The employees of COUNTY shall assist and
cooperate with CONSULTANT.

11. COUNTY shall pay to CONSULTANT a sum not to exceed TWO
THOUSAND DOLLARS ($2,000.00) for services rendered under provisions of this agreement.
COUNTY shall pay CONSULTANT in accordance with the following provisions and
schedules:

a. All CONSULTANT payment claims shall be submitted showing costs
incurred in accordance with specifications included in Exhibits "A" attached hereto and made a part hereof as though set out
in full.

b. CONSULTANT may submit a progress payment request in an amount
not to exceed SIX HUNDRED SIXTY-SIX DOLLARS ($666.00) upon filing of a "preliminary draft" EIR with
the Mariposa County Planning Office.

c. CONSULTANT may submit a progress payment request in an amount not
to exceed SIX HUNDRED SIXTY-SIX DOLLARS ($666.00) upon acceptance of the "draft" EIR by the
Mariposa County Planning Commission.

d. COUNTY shall pay to CONSULTANT the remaining unpaid actual cost
for the EIR, but in no event to exceed SIX HUNDRED
SIXTY-EIGHT DOLLARS ($668.00),
on or after the time for filing the Notice of Determination with
the County Clerk. In the event COUNTY shall not file a Notice
of Determination as required by Section 15085(g) of the Guide
lines for Implementation of the California Environmental Quality Act of 1970 within 90 days from the date of this Agreement and CONSULTANT has complied with all of the terms and conditions of this Agreement, then upon the expiration of said 90 days, CONSULTANT shall be entitled to the remaining unpaid actual cost for the EIR, but in no event to exceed $668.00, provided CONSULTANT shall submit a voucher therefor, and the same is processed in accordance with the normal fiscal procedures of COUNTY.

e. COUNTY shall, on completion, to the satisfaction, of the Mariposa County Planner/Grantsman, of all services described herein, process all progress payments and final payment in accordance with the normal fiscal procedures of COUNTY.

12. If the 'draft' EIR is not accepted by the Mariposa County Planning commission, CONSULTANT shall have ten days after such notice to make the 'draft' EIR comply with the requirements specified by COUNTY. In the event CONSULTANT shall not file the new or amended 'draft' EIR within the time herein specified such failure shall constitute a breach of this Agreement.

13. The failure of CONSULTANT to complete the work herein specified or to meet the time schedule herein specified or to fail to comply with any of the terms and conditions of this Agreement shall constitute a breach of this Agreement, and COUNTY may, upon notice, terminate the Agreement. The mailing of such notice shall constitute said termination, and said notice shall be mailed to CONSULTANT at PLANNING ASSOCIATES, P. O. Box 549, Merced, California 95340.

14. Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall have the right to recover damages for any violation of any of the provisions of this Agreement. The right to such damages is not
waived by COUNTY because CONSULTANT may or may not have completed the duties pursuant to this Agreement.

15. CONSULTANT shall not assign, transfer, or convey any interest or right in and to this Agreement without the written consent of COUNTY first had and obtained. Any assignment or transfer made without such written consent shall terminate this Agreement.

16. The terms and conditions of this Agreement shall bind the heirs, executors, administrators, and assigns of the respective parties hereto.

17. CONSULTANT agrees to indemnify, defend, hold and save COUNTY free and harmless of, from, and against any and all claims, liability, loss or damage whenever so suffered or sustained by COUNTY, its agents, employees, subcontractors, or any third person, which loss, injury, death, or damage shall be caused by or in any way result from or arise from any act, omission, or negligence of CONSULTANT in performance of his duties and obligations under this agreement.

18. Time is of the essence of this Agreement.
DATED: May 29, 1979, at Mariposa, California.

COUNTY OF MARIPosa

APPROVED AS TO FORM:

EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

NEIL B. VAN WINKLE, COUNTY COUNSEL

DATE: ____________

[Signature]

CHAIRMAN, PLANNING COMMISSION
H. FORBES SIMPSON

ATTEST:

JOAN LYNK, CLERK OF THE BOARD

CONSULTANT:

PLANNING ASSOCIATES

KATHLEEN MORLEY, SECRETARY
PLANNING COMMISSION

[Signature]

PRINCIPAL
BALANCE-OF-STATE/COUNTY AGREEMENT
SIGNATURE PAGE
COMPREHENSIVE EMPLOYMENT AND TRAINING ACT

This Balance-of-State/County Agreement (BOS/CA) modification is entered into between the Employment Development Department, CETA Balance-of-State, hereinafter referred to as the Grantor, and the County of Mariposa, hereinafter referred to as the County.

All work to be performed under Subgrant Agreements executed pursuant to this BOS/CA, will be in accordance with the Comprehensive Employment and Training Act (CETA) of 1978, as amended, applicable CETA rules and regulations, the Assurances and Certifications, and Standards of Program, and narrative descriptions contained in this BOS/CA.

Subgrant Agreements to be submitted pursuant to the BOS/CA will be in accordance with the CETA rules and regulations and instructions issued by the Secretary of Labor or his designee. All CETA-funded activities carried out by the County may be included in appropriate Subgrant Agreements submitted.

This Balance-of-State/County Agreement modification is effective when signed by an authorized representative of the County and countersigned and dated by the Executive Director of California Balance-of-State.

<table>
<thead>
<tr>
<th>County Signature</th>
<th>Date</th>
<th>Balance-of-State Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eugene Dalton, Chairman, Brd. of Supervisors</td>
<td></td>
<td>Bethanne Dowian, Project Administrator</td>
<td></td>
</tr>
</tbody>
</table>

Typed Name and Title
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NARRATIVE DESCRIPTION OF GENERAL INFORMATION

A. Program Purpose

The purpose of the CETA Program is to provide training and employment opportunities to the economically disadvantaged, unemployed and under-employed; and to increase their earned income, employability and economic self-sufficiency. This shall be accomplished through a flexible and decentralized system that coordinates with other employment and training related programs.

B. The Population, and the Economy of the Area to be Served

1. Population - See attached information
2. Economy and Job Market - See attached information

C. Long-Term Goals

Mariposa County intends to achieve a comprehensive program of employment and training services designed to develop and create job opportunities as well as enable economically disadvantaged residents of the County to secure and retain employment at their maximum capacity.

We anticipate that the participant will benefit through the increased awareness of the training our program provides to them through the various program linkages. By affording participants an income, we will subsidize them in their living standards and develop a work history which will assist them in finding unsubsidized employment and enhance self image in a working environment.

D. Approach

1. a. No additional methods.
   b. Target groups most in need of CETA Services:

   Veterans
   Cash Welfare
   Unemployed Persons (16-21 not in school)
   Displaced Homemaker

   High Priority, Ec. Dis.
   High Unemployment Rate, Ec. Dis.
   High Priority, Ec. Dis.
   Study target group, Priority for women as an individual group
Offenders
Higher unemployment rate and lower level of educational attainment.

American Indian
Higher unemployment rate and lower level of educational attainment.

Handicapped
Lower Priority, Not seeking employment, Receiving other benefits

Older Workers
Lower Priority, Retirement community, Receiving other benefits

Persons of limited English speaking ability
According to current data, low priority

2. Identically and Recruitment of CETA eligible persons

a. Program participation shall be limited to permanent County residents who are citizens of the United States, natives of American Samoa and the Trust Territory of the Pacific Island, permanent resident aliens and other aliens who have been permitted to accept permanent employment in the United States by the Immigration and Naturalization Service.

Participants under any title of the Act are eligible to transfer into an activity under this subpart only if they met the eligibility requirement otherwise defined in this section at the time of the original determination of eligibility for participation in a CETA Program operated in the Balance-of-State jurisdiction.

The Subgrantee shall give special consideration to those persons most severely disadvantaged in terms of length of time unemployed and their prospects for finding employment without assistance under the Act.

Recruitment will be performed by the Mariposa County Employment and Training Office by means of: Advertising in the local newspaper and radio, School circular, Posters, Referrals from Department Heads, Welfare Department and Merced County EDD Office and Walk-ins.
3. Basic Organizational and Institutional Arrangements

a. Counseling: The Mariposa County Employment and Training Office employs a full-time counselor/monitor who makes worksite visits to all clients on the CETA Program on a monthly basis. In addition, the counselor and administrative staff is on call for any Personnel, problems which might arise and is available to provide information pertaining to career development and exploration.

The Mariposa County CETA Program has made arrangements with Merced Jr. College to provide instruction in basic cognitive skills and to develop programs under the Act to our Title II-B clients. In addition, Merced College will provide counseling services to include monthly interviews, instructor/student progress reports, employability plan (initial and follow-up) academic personal counseling and referrals to other supportive services. Students will be referred to the Career Center for aptitude tests, career research and vocational assessment. Each semester, students will be advised on enrollment for classes and academic counseling.

Merced Jr. College will also provide an instructor to teach a Career Development Workshop to our Title II-D and Title VI - Projects participants which will be held once a week. Concepts that will be covered will be: Introduction and Orientation to the World of Work - An Introduction to the Career Decision Making Process - Utilization of the Eureka System in the Career Center - How to Obtain a Job and Make the Most of It - Communications - Public Relations - Assertion Training Techniques.

b. Employability Plans will be developed through participants assessment procedures:

1. Individual assessment data showing the individually readiness for employment.
2. Barriers to employment.
3. Specific employment and training needs.
4. Services and activities to be utilized to meet the individual's needs.
5. Plans for transition services from program activities to placement in unsubsidized employment.
Employability Plans will be developed jointly with the participant and will be signed by the participant with a copy in the individual's file. In establishing such a plan consideration on skill, interest and career objectives, subject to the availability of services considering such barriers to employment or advancement faced by the individual to attain unsubsidized employment will be recognized. The Employability Development Plan shall be reviewed every 60 days and will be recorded in each person's personnel file.

Transportation services are provided to our Title VI-Projects (Environmental Crew). They are transported to their worksite which may change on a day-to-day basis.

c. Job Search Assistance includes transition services, such as: Job seeking skills instruction, individualized job search plan, labor market information, and other special activities for transition from subsidized program activity to unsubsidized employment.

d. We are in process of negotiating possible utilization of services with the Merced County EDD Office for Career Development Workshops for our Title II-B, IV, TEPP, Title VI PSE, and Title VII participants. Possibly a representative from the EDD Office would make once a week visits to Mariposa to instruct the workshops and reach new participants on the program.

4. Mariposa County has no positions at other than entry level/there is no collective bargaining.

E. Delivery Agents and Coordination

1. a. The Mariposa County Local Planning Council has selected to work with deliverers of services who provide the types of activities that will assist our participants in attaining gainful employment. We will utilize these agencies so that there will be no duplication of services and so that our program will offer the highest quality of service in career development for our participants.

b. Procedures for giving special consideration to employment and training programs which are operated by community based organizations are:

Merced County Employment and Development Department: Referrals are made from both our agency and the EDD Office in regards to employment opportunities for the economically disadvantaged. Our agency advises all employment seekers to register with the EDD Office and they in turn assist our office in finding and enrolling clients on the CEBA Program.
California Division of Forestry:
United States Forestry:
These agencies have access to our applications and
use our office as a base to find employment-seeking
youth for their programs. We in turn refer individuals
who are not CETA eligible at the time they apply to
contact CDF and USD for employment opportunities.

Inter-Tribal Council Manpower:
Referrals are made from both sides in regards to
offering adequate programs for employment opportun-
ities to County residents.

Marilyn High School/Springhill High School:
Both schools coordinate with our program in an In-
School Work Experience activity. Scholastic Credit
is provided for the youth through this program.

Merced Jr. College:
Referrals go both ways in terms of training programs
for economically disadvantaged County residents. On
Title II-B a Classroom Training Program is operated
in conjunction with our program and Merced Jr. College.
Through this two-year program, clients are provided
with training services and skill development so that
they are better qualified for competition in the labor
force. Our clients also has access to the Eureka
System which is located at the college.

In addition to the above mentioned liaison with
Merced College, we are coordinating a Career Devel-
opment program in which an instructor comes to
Marilyn County to serve our Title II-D and Title
VI - Projects participants.

Welfare Department:
Referrals to our office for job development and an
income while being trained in new skills.

Procedures for reviewing those services and facilities
which are available to the CETA Program are initiated
through monthly meetings with the Local Planning
Council. With the members input and individualized
knowledge of the County services and activities the
CETA Program is aware of the services that it can
utilize without duplication of services.
Agencies that are at present being utilized for service to CETA participants are:

Merced County Employment and Development Department:
See page # 5 for services already utilized. For future services we hope to utilize their services for career assessment and orientation into the world of work class if funding is available and EDD is in agreement to scheduling the classes in Mariposa.

Merced Jr. College:
See page # 6 for services already utilized.

Mariposa High School/Springhill High School:
See page # 6 for services already utilized.

Community based organizations:
See page # 6 for services already utilized.

2. Institutions that give academic credit to CETA participants:

Mariposa High School
Springhill High School
Merced Jr. College

3. a. The EDD Office in Merced refers veterans to our office and we list positions for veterans in our local newspaper.

b. At the present time Mariposa County is operating their first experimental On-The-Job-Training Program with Title I SPS funding. The OJT Program is being administered by the Merced County Employment and Development Department.

We will be utilizing a portion of our Title VI Allocation for On-The-Job-Training activity during the last six months of the FY 78-79 to develop, strengthen and expand our economic development activities in the private sector.

Our office will utilize the services of the Merced EDD Office in conjunction with our own efforts in developing productive programs in this area of employment.

Merced Jr. College will be offering a wide-range of vocational classes that will train a larger majority of Mariposa County residents to qualify for jobs in the private sector rather than public service employment.
d. The Targeted Jobs Tax Credit Program will be implemented by and the responsibility of the Merced County EDD Office who administers all of the QST contracts for Mariposa County.

F. Area Planning Body

The Local Planning Council has had no significant changes in content other than an appointment of a Sub-Committee of two members who will represent the Private Industry Council for Mariposa County.

4. a. Local Planning Council membership is represented by the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>Represented</th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td></td>
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<tr>
<td>Education</td>
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<tr>
<td>Employment Service</td>
<td></td>
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<tr>
<td>Public Asst. Agency</td>
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<tr>
<td>Agriculture Employer</td>
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<td>Agriculture Employee</td>
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<tr>
<td>Eligible Population</td>
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<td>Community Based Org.</td>
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<td>Veterans Organization</td>
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<tr>
<td>Handicapped</td>
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<tr>
<td>Employee not represented</td>
<td></td>
</tr>
<tr>
<td>by Organized Labor</td>
<td></td>
</tr>
</tbody>
</table>

**SUB-COMMITTEE -- PRIVATE INDUSTRY COUNCIL**
Two members

**SUB-COMMITTEE -- YOUTH COUNCIL**
Two Members

b. Vacancies on the Local Planning Council are advertised in the local newspaper and recommendations from the LPC Members are also solicited so that vacancies can be filled. Recommendations from the LPC goes before the Mariposa County Board of Supervisors and at that time an official appointment is made for membership.

5. a. Community based organizations and groups are encouraged to attend Council meetings so that feedback can be obtained from interested persons on what significant segments should be served, what services should be delivered, and what constructive changes need to be made in the County employment and training policies.
b. Openings for the Youth Council and the Private Industry Council were advertised in the local newspaper and the Local Planning Council made contact with the individuals who they felt might be interested in serving on either of the two sub-committees.

c. Local Planning Council Meetings are held on a one-a-month basis and all members are sent meeting notices. The Youth and Private Industry Sub-Committees are in direct contact with program decisions and planning.

G. Management and Administration

1. a. The Project Administrator and the Local Planning Council are in collaboration on CETA Policy which comes down from the Federal CETA Rules and Regulations. Administration is responsible for: Management, Recruitment, Referral to other agencies and educational institutions, Payment to participants in terms of wages and fringe benefits, Services to Participants including placement. (SEE ATTACHED CHART)

The Administrative Staff works in coordination with the goals set by the Project Administrator and the LPC and carries them out in terms of reporting, program assessment, and placement validation.

b. Procedures to recruit and select the Administrative Staff are as follows: The County Personnel Policies are followed by advertising the position in the local newspaper and surrounding areas. Applications are reviewed by the Personnel Committee and recommendations are made. The final decision for selecting staff is up to the Department Head.

c. Raises are given on a six months evaluation process and thereafter every 12 months.

2. Per information related in our BOS-County Agreement, we have established a central intake and certification unit which provides intake, assessment, counseling and enrollment services. Procedures in that system are basically the same in addition to the following listed changes:

1. Records will be kept 5 years.
2. A staff member in addition to the Intake Officer will review and certify eligibility.
3. Periodic verifications from the Merced County EDD Office will be performed on applications.
4. Applicants will be asked to supply supporting documents on information recorded on the application.
5. A self-certification statement that all information on the application is valid will be signed by all CETA applicants.
b. Monitoring responsibilities are handled by the Monitor/Counselor. Responsibilities include seeing that the participants are receiving adequate supervision, skill training, counseling and guidance and career information; In addition, noting any problems that may occur and acting accordingly on them.

Assessment and testing will be utilized to determine participant needs in terms of career goals. The Employability Development Plan will be reviewed every 60 days and the following areas covered:

1. Progress according to employability plan.
2. Change in occupational objectives.
3. Procedures needed to obtain or modify occupational objectives.
4. Are occupational objectives realistic.
5. Expected outcome of occupational objective.
6. Program activities planned.

An evaluation system is established in conjunction with our Local Planning Council whereby a sub-committee of two members is set-up on a rotating basis every three months to monitor the Ceta Program on Administrative duties. The following subjects are taken into consideration on the goals for the CETA Evaluation System: Upward Mobility: Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to 1) Promote the advancement of participants to employment or training opportunities suitable to the individuals involved whether in the public or private sector of the economy, 2) Provide participants with skills for which there is an anticipated high demand, or 3) Provide participants with self-development skills, 4) Administrative and Management Procedures: Fiscal Reporting, Record Keeping, Report preparation procedures and Data collection.

Results of the evaluation will determine the maintenance and program changes of the Objectives and Goals for the CETA Program.

c. The Mariposa County Employment and Training Office is the focal point through which all subgrant funds flow. Checks are deposited with the County Treasurer through the County Auditor/Controller. Payments are made by the Auditor only upon signature of the Project Administration authorizing such payment.
All subgrant receipts will be maintained by the County Auditor in accordance with standard and accepted accounting procedures. Separate accounts are established for each of the titles.

With minor exception, expenditures under this subgrant will be confined to payment of wages and fringe benefits for participants. The basic back-up documentation for such expenditures will be in the form of time and attendance records in the files of participant employing agencies.

At this time Mariposa County Employment and Training Office does not have any subgrantees.

d. All County employees including the staff of the CETA Office are bonded under a County Blanket Bond Agreement handled by Leap/Carpenter Insurance Agency in Merced, California.

e. Deliverers of services are monitored by the Administrative Staff by periodic visits and reports.

3. a. Allowance payments for Classroom Training participants on the CETA Program are on a "BASIC" type method: $2.90 an hour for a 30 hour week. Minimum Wage is set because the participant at the time of entry on the program is not employable.

b. Adjustments in allocation are made if the person is receiving AFDC and also after it is determined by the Financial Aide Department at the college that the individual receiving the allowance has a reduction in need other than $2.90 an hour.

A reduction in allowance is also made for any unexcused time listed on time sheets submitted every two weeks to the CETA Office at Merced Jr. College. Unexcused absences is any time out of the classroom not verified as excused by the instructor of any class time missed.

c. Any overpayment in allowances is taken out of future checks and if it is the end of the program a re-payment system is set up for reimbursement to the program. All time sheets are certified by the participant and training center before the Request for Allowance is sent to EDD in Sacramento for payment.

d. The condition for Waiver of Allowances is not applicable to our Classroom Training Program in Mariposa County.
4. Contributions to Retirement System: Because of the PIRS Agreement for Mariposa County, CETA participants do not pay into the Retirement fund.

5. Grievance Procedures: Any grievance against the CETA Program in Mariposa County would be first handled by person-to-person contact of the person submitting the grievance and any other parties who might be involved. Depending on the type of grievance, the Project Administrator would or would not be involved in this discussion. However, in all cases, the Project Administrator should be notified that such a complaint exists.

The matter could involve working out a problem between a participant and his/her supervisor, in which case, if the matter was settled by getting the Counselor and the two parties together to discuss this, no further action would be taken. However, if a more serious problem existed, the Project Administrator would get involved and may require the grievance to be submitted in written form and handled accordingly.

CETA participants are required to exhaust local complaint procedures before filing an action with CBOS except for appropriate circumstances.

Mariposa County will assure that all hearings are conducted in accordance with the standards and requirements set forth in the "CBOS Guide for Resolving Participant Complaints".

6. Equal Employment Opportunity: All employees must be informed of County Policy through such means as 1) County EEO Policy Statement and Federal EEO posters placed on bulletin boards in employment offices, 2) Publicity in County newsletters; notices in pay envelopes; Affirmative Action Plan a part of new employee orientation, 3) Any position available must be advertised as an Affirmative Action/Equal Opportunity Employer, 4) Articles and pictures in our County newspaper publication featuring minority and female employees in higher level and non-traditional jobs, 5) Meetings with minority and female employees to request their suggestions in developing the Affirmative Action Program, 6) Department Heads will be urged to use letterhead indicating Mariposa County's commitment to Affirmative Action.

7. Affirmative Action

a. The objectives of Mariposa County is to increase the percentage of minority persons and women in all departments and classifications. This will include supervisory, technical, and administrative positions.
Mariposa is unique in that 95.4% of the population is white, 49.3% of this total being women. Specifically, the County will take these actions towards its affirmative action goal: 1) Intensify efforts to recruit minorities and women for County service, 2) Create improved understanding of minority group cultures and foster a positive atmosphere toward the employment of women among County Administrators, Supervisors and Employees by conducting special orientation sessions, 3) Structure County career ladders so the ethnic minorities and women will have the opportunity to achieve increasing responsibilities, status and pay.

b. Pending applications are categorized by job interest, experience, and ability to learn new skills or improve on old ones. Selection is not based on sex, but on the above mentioned qualifications.

c. A representative from the Department of Rehabilitation in Merced County makes periodic visits to Mariposa County to identify architectural barriers and then brings the information to the attention of the Board of Supervisors for necessary action.

H. PUBLIC SERVICE EMPLOYMENT

1. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand with the public or private sector. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely unemployed without assistance, but special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job.

The basis of funding and job allocation to each local government unit and other agency participating in this program is determined on unmet public service needs, ability to provide job training and adequate supervision and anticipation of transition goals.

2. Methods used for soliciting project applicants: Letters are sent to all County Department Heads, Superintendent of Schools, Board of Supervisors and all non-profit agencies in the county for proposals of special projects in Mariposa County. We have had a good response to this form of solicitation and have been able to develop meaningful projects for Mariposa County. We have had the local newspaper write articles on the projects that have been completed and have received positive public interest in the CETA Program.

All project proposals are taken before the Local Planning Council and approved before projects are implemented.
3. When obtaining applications for projects, the following items of information are required:

- Description of the Project
- Goals and Objectives
- Number of persons to be served
- Adequate Supervision
- Length of Project
- Possibility of Transition
- Skills required/and skills to be learned
<table>
<thead>
<tr>
<th>OCCUPATION</th>
<th>DEMAND</th>
<th>SKILLS &amp; TRAINING REQUIRED</th>
<th>OTHER TRAINING RESOURCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical Maintenance</td>
<td>High</td>
<td>High School Diploma, Typing, Filing, Office Machines</td>
<td>Merced Jr. College</td>
</tr>
<tr>
<td>Hospital Housekeeper</td>
<td>Medium</td>
<td>High School Diploma, Knowledge of electrical plumbing and carpentry</td>
<td></td>
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<tr>
<td>Teacher's Aide</td>
<td>Medium</td>
<td>High School Diploma, Good work history</td>
<td>Merced Jr. College</td>
</tr>
<tr>
<td>Road Maintenance</td>
<td>High</td>
<td>High School Diploma, 2 years college, Ability to work with children</td>
<td>Adult School in Maripio</td>
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<tr>
<td>Eligibility Worker</td>
<td>Medium</td>
<td>High School Diploma, Truck Driving, Mechanical</td>
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<tr>
<td>(Welfare Dept)</td>
<td></td>
<td>High School Diploma, Ability to work with clients and recordkeeping</td>
<td></td>
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<tr>
<td>Bus Driver (ATAAP)</td>
<td>Low</td>
<td>High School Diploma, Ability to relate to the elderly citizens and good driving record</td>
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<tr>
<td>Map Draftsman</td>
<td>High</td>
<td>High School Diploma, 2 years college or more</td>
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<tr>
<td>Heavy Equipment Operator</td>
<td>High</td>
<td>Mathematical Aptitude</td>
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<tr>
<td>Library Aide</td>
<td>Low</td>
<td>High School Diploma, experience in operation of Heavy Equipment</td>
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<tr>
<td>Bookkeeper</td>
<td>Medium</td>
<td>High School Diploma, Clerical and filing skills</td>
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<td>Nurses Aide</td>
<td>Medium</td>
<td>A.A. Degree, Clerical, Math, Accounting</td>
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<td>Ward Clerk</td>
<td>Medium</td>
<td>College Degree, 6 months experience in general housekeeping work</td>
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<tr>
<td>Bank Teller</td>
<td>Medium</td>
<td>High School Diploma, Clerical skills</td>
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<td>Warehouse Worker</td>
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<td>High School Diploma, Clerical and Math Skills</td>
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<td>Typesetter-Printer</td>
<td>Low</td>
<td>High School Diploma, physical ability to do the work, Valid Calif. Drivers License</td>
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<tr>
<td>Cashier</td>
<td>High</td>
<td>High School Diploma, Typing, layout, Knowledge of printing</td>
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<tr>
<td>Butcher</td>
<td>Medium</td>
<td>High School Diploma, Math skills</td>
<td></td>
</tr>
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<td>Stock/Inventory Clerk</td>
<td>High</td>
<td>High School Diploma, On the Job Training, good work history</td>
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<td>Welder (electronic)</td>
<td>Medium</td>
<td>High School Diploma, record Keeping</td>
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<td>Assembler (electronic)</td>
<td>Medium</td>
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<td>Veterinary Asst.</td>
<td>Low</td>
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<td>Construction Worker to</td>
<td>High (seasonal)</td>
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<td>Carpenter, plumbing,</td>
<td></td>
<td>Construction Worker to High School Diploma, Good work experience</td>
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<tr>
<td>Electrical, Painter</td>
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<td>Construction Worker to High School Diploma, Good work experience</td>
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<tr>
<td>Laborer</td>
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<td>Construction Worker to High School Diploma, Good work experience</td>
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<tr>
<td>Baker</td>
<td>Low</td>
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<tr>
<td>ECONOMICALLY DISADVANTAGED</td>
<td>NUMBER</td>
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<td>% OF POPULATION</td>
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<tr>
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<td>121</td>
<td>10,890</td>
<td>1%</td>
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<td>Family Members at or below poverty level</td>
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<td>10,890</td>
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<tr>
<td>Foster Children</td>
<td>12</td>
<td>10,890</td>
<td>.11%</td>
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<td>THE FOLLOWING EXPERIENCING SIGNIFICANT BARRIERS TO EMPLOYMENT:</td>
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<tr>
<td>Sheltered Workshop Clients</td>
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<tr>
<td>No Sheltered Workshop clients</td>
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<tr>
<td>Handicapped</td>
<td>350</td>
<td>10,890</td>
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<td>Institutionalized Persons</td>
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<td>Outpatient Recipients</td>
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<td>Mental Patients</td>
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<td>Rehabilitation Patients</td>
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<td>% OF POPULATION</td>
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<tr>
<td>--------------------------------------------------</td>
<td>--------</td>
<td>------------</td>
<td>----------------</td>
</tr>
<tr>
<td>16-21 UNEMPLOYED PERSONS</td>
<td>1,350</td>
<td>10,890</td>
<td>12%</td>
</tr>
<tr>
<td>CASH WELFARE ELIGIBLE</td>
<td>121</td>
<td>10,890</td>
<td>1%</td>
</tr>
<tr>
<td>HEAD OF HOUSEHOLD</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VETERANS</td>
<td>1,080</td>
<td>10,890</td>
<td>10%</td>
</tr>
<tr>
<td>HANDICAPPED</td>
<td>350</td>
<td>10,890</td>
<td>3.21%</td>
</tr>
<tr>
<td>OFFENDERS</td>
<td>61</td>
<td>10,890</td>
<td>0.56%</td>
</tr>
<tr>
<td>SEASONAL/MIGRANT WORKERS</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DISPLACED HOMEMAKERS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Not able to compute</td>
<td></td>
<td>10,890</td>
<td></td>
</tr>
<tr>
<td>OTHER: American Indian</td>
<td>300</td>
<td>10,890</td>
<td>3%</td>
</tr>
<tr>
<td>LIMITED ENGLISH SPEAKING</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OLDER WORKERS (55+)</td>
<td>780</td>
<td>10,890</td>
<td>7%</td>
</tr>
<tr>
<td>TARGET GROUP</td>
<td>RESOURCES USED IN ASSESSING BARRIERS</td>
<td>BARRIERS</td>
<td>OTHER SERVICES PROVIDED</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>16-21 UNEMPLOYED PERSONS</td>
<td>School Department</td>
<td>Economically disadvantaged, Lack of Training, Age discrimination</td>
<td>SAME AS 13</td>
</tr>
<tr>
<td>CASH WELFARE ELIGIBLE HEAD OF HOUSEHOLD</td>
<td>Welfare, E.D.D.</td>
<td>Lack of H.S. Diploma, Transportation</td>
<td></td>
</tr>
<tr>
<td>VETERANS</td>
<td>Veterans Administration</td>
<td>Cash Welfare</td>
<td></td>
</tr>
<tr>
<td>HANDICAPPED</td>
<td>Dept. of Rehabilitation</td>
<td>Economically disadvantaged, Lack of Skills, Lack of H.S. Diploma</td>
<td></td>
</tr>
<tr>
<td>OFFENDERS</td>
<td>Youth City of America CYA, Probation Dept.</td>
<td>Veterans</td>
<td></td>
</tr>
<tr>
<td>SEASONAL/ MIGRANT WORKERS- N/A</td>
<td>Welfare Dept. Merced Jr. College</td>
<td>Economically disadvantaged, Lack of non-military experience</td>
<td></td>
</tr>
<tr>
<td>DISPLACED HOMEMAKERS</td>
<td>Employment Development Dept.</td>
<td>High rate of handicapped, Social economic adjustments</td>
<td></td>
</tr>
<tr>
<td>LIMITED ENGLISH SPEAKING- N/A</td>
<td>Veterans Adm. ATAAP, Welfare EDD</td>
<td>Handicapped</td>
<td></td>
</tr>
<tr>
<td>OLDER WORKERS</td>
<td>Inter-tribal Council</td>
<td>Physical and mental impairment, Lack of experience and skills</td>
<td></td>
</tr>
<tr>
<td>OTHER American Indian</td>
<td></td>
<td>Transportation, Discrimination.</td>
<td></td>
</tr>
</tbody>
</table>
### RESOURCES

1. Merced Employment Development Department
2. Merced Junior College
3. AJAAP (Senior Citizens Assistant Program)
4. Veterans Administration
5. Welfare Department
6. Probation Department
7. Conservation Youth Authority
8. Department of Rehabilitation
9. Youth City of America
10. Mariposa County High School
11. Spring Hill High School (Continuation school)
12. Mental Health Department

### SERVICES PROVIDED

1. Referrals, certification, job search, placement, job development, labor market information.
2. Training, referrals, Vocational counseling, placement, assessment, skill development.
3. Transportation, information and referral, Tax information.
4. Referral for job placement, counseling on educational benefits, referral for other needs.
5. Referral, job placement, educational benefits, payments.
6. Job referral to EDD, Rehabilitation Dept. Individual and family counseling, referral to Mental Health Dept., Location of Foster Homes if necessary.
7. Work Experience, Counseling, academic services, job referral, referral to Mental Health if necessary.
8. Job Training and Development. Job placement, job referral, Counseling and Guidance, mobility services for handicapped, Medical and psychiatric care for those in need. Identify physical artificial barriers for handicapped.
9. Shelter home instruction, counseling and recreation activities.
10. Career Center, Educational decisions, counseling.
11. Counseling, Career Center, Educational decisions.
12. Information referral, counseling service, to out patients, Community Service Training talks, Emergency services, consultation services to schools.
### Providing Training and Employment Activities for Employment

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Skills Required</th>
<th>CT</th>
<th>OJT</th>
<th>PSE</th>
<th>WE</th>
<th>OTHER ACT.</th>
<th>COMB. ACT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical</td>
<td>Typing, filing, office machines</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Maintenance</td>
<td>Carpentry, electrical &amp; plumbing</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Hospital Housekeeper</td>
<td>Good Work History</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Road Maintenance</td>
<td>Truck driving, mechanical</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Eligibility Worker</td>
<td>Recordkeeping, filing</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Bus Driver (ATAAP)</td>
<td>Good driving record</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Map Draftsman</td>
<td>Math, drafting</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>Good driving record on related machinery</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Library Aide</td>
<td>Clerical, filing</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td>Services</td>
<td>OJT &amp; CRT</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>Clerical, Math Accounting</td>
<td>X</td>
<td></td>
<td>X</td>
<td>X</td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Nurses Aide</td>
<td>Medical</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Ward Clerk</td>
<td>Clerical Experience</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Bank Teller</td>
<td>Clerical, Math</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td>Services</td>
<td>W.E. &amp; CRT</td>
</tr>
<tr>
<td>Warehouse Worker</td>
<td>Calif. Drivers License</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; W.E.</td>
</tr>
<tr>
<td>Typesetter-Printer</td>
<td>Typing Layout, knowledge printing</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Cashier</td>
<td>Math, Good work history</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Butcher</td>
<td>Physically adapt,</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Stock/Inventory Clerk</td>
<td>Recordkeeping, filing</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Welder</td>
<td>Welding experience</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Assembler (Electronic)</td>
<td>Manipulation, Experience</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Veterinary Asst.</td>
<td>Veterinary knowledge</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Carpenter</td>
<td>Carpentry exp., Math</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Plumber</td>
<td>Plumbing, Math Exp.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Electrical</td>
<td>Electrical Exp., Math</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Painter</td>
<td>Painting exp.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Laborer</td>
<td>Good Work History,</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
<tr>
<td>Baker</td>
<td>Good work history cooking</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Services</td>
<td>CRT &amp; OJT</td>
</tr>
</tbody>
</table>
## PROVIDING SERVICES TO OVERCOME BARRIERS

<table>
<thead>
<tr>
<th>TARGET GROUP</th>
<th>BARRIERS</th>
<th>SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans</td>
<td>Economically Disadvantaged, No non-military experience, High incidence of handicapped Social Economic adjustment</td>
<td>Outreach: Orientation to world of work</td>
</tr>
<tr>
<td>Cash Welfare</td>
<td>Economically disadvantaged, Lack of skills, No High School Diploma</td>
<td>Intake: Counseling</td>
</tr>
<tr>
<td>Unemployed 16 to 21 out of School</td>
<td>Economically disadvantaged, Lack of training and work experience, Lack of Skills, No High School Diploma, Transportation Age Discrimination, Lack of marketable skills, Lack of skills and experience in labor force, Childcare, Transportation</td>
<td>Employment Assessment (other than that involved during intake)</td>
</tr>
<tr>
<td>Displaced Homemaker</td>
<td>Age Discrimination, Lack of marketable skills, Lack of skills and experience in labor force, Childcare, Transportation</td>
<td>Job development</td>
</tr>
<tr>
<td>Offender</td>
<td>Economically disadvantaged, Lack of experience and training, Discrimination (fear of hiring), No High School Diploma, Transportation</td>
<td>Job search assistance</td>
</tr>
<tr>
<td>Handicapped</td>
<td>Lack of physical and mental ability, Lack of training and work experience, Lack of skills Transportation</td>
<td>Job referral &amp; placement</td>
</tr>
<tr>
<td>Older worker</td>
<td>Lack of physical ability, Age discrimination</td>
<td>TJTC eligibility determination &amp; referrals</td>
</tr>
<tr>
<td>American Indian</td>
<td>Lack of experience and training, Lack of skills, No High School Diploma, Discrimination</td>
<td>VEP program</td>
</tr>
<tr>
<td>TARGET GROUP</td>
<td>BARRIERS</td>
<td>SERVICES</td>
</tr>
<tr>
<td>--------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td>Same as #7</td>
<td>Same as #7</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SUPPORTIVE SERVICES</th>
<th>POST-TERMINATION SERVICES</th>
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</thead>
<tbody>
<tr>
<td>Health care &amp; medical services</td>
<td>For 30 days following termination, employment and training services and supportive services may be provided to participants who have obtained unsubsidized employment to enable them to retain employment.</td>
</tr>
<tr>
<td>Child care</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td></td>
</tr>
<tr>
<td>Temporary shelter</td>
<td></td>
</tr>
<tr>
<td>Assistance in securing bonds</td>
<td></td>
</tr>
<tr>
<td>Family planning</td>
<td></td>
</tr>
<tr>
<td>Legal services</td>
<td></td>
</tr>
<tr>
<td>Financial counseling &amp; assistance</td>
<td></td>
</tr>
</tbody>
</table>
### PLANNING SUMMARY SHEET

**VOCATIONAL EDUCATION (TITLE II A)**

#### EXPENDITURES BY ALLOWABLE COST

<table>
<thead>
<tr>
<th>Allowable Cost</th>
<th>Allowable Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>336</td>
</tr>
<tr>
<td>Allowances</td>
<td>74</td>
</tr>
<tr>
<td></td>
<td>3129</td>
</tr>
<tr>
<td>Wages</td>
<td>0</td>
</tr>
<tr>
<td>Fringe benefits</td>
<td>0</td>
</tr>
<tr>
<td>Training</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>324</td>
</tr>
<tr>
<td>Services</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>468</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100% $ 4,257</strong></td>
</tr>
</tbody>
</table>

#### EXPENDITURES BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Allowable Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services to Client</td>
<td>100</td>
</tr>
<tr>
<td>Vocational Education</td>
<td>1,257</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100% $ 4,257</strong></td>
</tr>
</tbody>
</table>

#### ENROLLMENTS BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Carry-In</th>
<th>Enrollments</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Voc. Ed.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1</td>
<td>1</td>
<td>1</td>
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</table>

#### TERMINATIONS BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Placement</th>
<th>Other</th>
<th>Non-Positive</th>
<th>Positive</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>SC</td>
<td>1</td>
<td></td>
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<td></td>
<td>1</td>
</tr>
<tr>
<td>Voc. Ed.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

#### ENROLLMENTS BY SIGNIFICANT SEGMENTS

<table>
<thead>
<tr>
<th>Segment</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Filipino</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Minority</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unemployed persons 16-21 (not in school)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash welfare eligible, head of household</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veterans</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handicapped</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offenders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal and migrant workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displaced homemakers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (identified)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


VOCATIONAL EDUCATION PLAN

1. County: Mariposa
   Balance-of-State Prime Sponsor

2. Project Agreement No.: 79-03959
   County No.: __________

3. [X] Program Function: Vocational Instruction
   [ ] Services to Participants

4. Summary Plan of Service or Modification:
   Training will be obtained at Merced Jr. College. Occupational training is designed for occupations in which skill shortages exist or are likely to exist in the near future and for which there is reasonable expectations of employment. Determinations are made by utilizing available community resources such as the local EDD office, the Balance-of-State and local Apprenticeship and training Representatives. Level of competency for participants enrolled on the competition in the labor force and work experience and training which will afford participants the opportunity to obtain and retain gainful employment.

5. Estimated Cost Category

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Administration</td>
<td>$336</td>
</tr>
<tr>
<td>B. Training</td>
<td>$326</td>
</tr>
<tr>
<td>C. Allowances</td>
<td>$3129</td>
</tr>
<tr>
<td>D. Services</td>
<td>$468</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$4257</strong></td>
</tr>
</tbody>
</table>

6. Estimated Program Term

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Start Date</td>
<td>Sept. 4, 1979</td>
</tr>
<tr>
<td>B. End Date</td>
<td>June 15, 1979</td>
</tr>
<tr>
<td>7. Number of persons to be Served</td>
<td>1</td>
</tr>
</tbody>
</table>

8. Signature

This Vocational Education Plan is an application for expenditures of funds under the Governor's Special Grant, CETA 6%, and has been approved by the Area Planning Body.

NAME: Bethanne Dowlan  TITLE: Project Administrator
Signature: __________________________ Date: ______________

Distribution: Submit two (2) copies with original signatures to:
CETA Balance-of-State, Attn.: Dave Mar
800 Capitol Mall, MIC 39
Sacramento, CA 95814
### Planning Summary Sheet

#### Title II B

#### Expenditures by Allowable Cost

<table>
<thead>
<tr>
<th>Category</th>
<th>%</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>9%</td>
<td>6,157</td>
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<tr>
<td>Allowances</td>
<td>13%</td>
<td>8,456</td>
</tr>
<tr>
<td>Wages</td>
<td>62%</td>
<td>40,680</td>
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<td>Services</td>
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#### Expenditures by Activity

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<tr>
<td>Work Experience In School Youth</td>
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<tr>
<td>Work Experience-Other</td>
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<td>On-the-Job-Training</td>
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#### Enrollments by Activity

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</tr>
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<td>0</td>
<td>0</td>
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#### Terminations by Activity

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<tr>
<td>WE-Other</td>
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#### Enrollments by Significant Segments

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<tr>
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<tbody>
<tr>
<td>Unemployed persons 16-21 (not in school)</td>
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<tr>
<td>Cash welfare eligible, head of household</td>
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<td>Offenders</td>
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<tr>
<td>Seasonal and migrant workers</td>
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<tr>
<td>Displaced homemakers</td>
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<tr>
<td>Others (identified)</td>
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**EXPENDITURES BY ALLOWABLE COST**

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<tr>
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<td>0</td>
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<tr>
<td>Wages</td>
<td>28%</td>
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<tr>
<td>Fringe benefits</td>
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<tr>
<td>Training</td>
<td>5%</td>
<td>$6600</td>
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**EXPENDITURES BY ACTIVITY**

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<tr>
<td>Work Experience</td>
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<td>0</td>
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<tr>
<td>On-the-Job Training</td>
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**ENROLLMENTS BY ACTIVITY**

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<td></td>
</tr>
<tr>
<td>WE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OJT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PSE</td>
<td>20</td>
<td>25</td>
<td>45</td>
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<tr>
<td>Other</td>
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**TERMINATIONS BY ACTIVITY**

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<th>NON-</th>
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<tr>
<td>WE</td>
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<td>SC</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PSE</td>
<td>20</td>
<td>8</td>
<td>7</td>
<td>45</td>
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</tr>
<tr>
<td>Other</td>
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**ENROLLMENTS BY SIGNIFICANT SEGMENTS**

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<tr>
<td>Asian</td>
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</tr>
<tr>
<td>Filipino</td>
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<tr>
<td>Native American</td>
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<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Other Minority</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td>41</td>
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- Unemployed persons 16-21 (not in school)
- Cash welfare eligible, head of household
- Veterans
- Handicapped
- Offenders
- Seasonal and migrant workers
- Displaced homemakers
- Others (identified)
## PLANNING SUMMARY SHEET

### TITLE IV YEYP

#### EXPENDITURES BY ALLOWABLE COST

<table>
<thead>
<tr>
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<th>Amount</th>
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<tr>
<td>Wages and Fringe benefits</td>
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<tr>
<td>Training</td>
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<tr>
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#### EXPENDITURES BY ACTIVITY

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<tr>
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<tr>
<td>Career Employment</td>
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</tr>
<tr>
<td>Work Experience</td>
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<tr>
<td>On-the-Job Training</td>
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</tr>
<tr>
<td>Classroom Training</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
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#### ENROLLMENTS BY ACTIVITY

<table>
<thead>
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<th>Type</th>
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<tr>
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</tr>
<tr>
<td>CEE</td>
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<td>WE</td>
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<td>2</td>
</tr>
<tr>
<td>OJT</td>
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</tr>
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<td>CT</td>
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#### TERMINATIONS BY ACTIVITY

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#### ENROLLMENTS BY SIGNIFICANT SEGMENTS

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<td>Asian</td>
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<tr>
<td>Filipino</td>
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<tr>
<td>Native American</td>
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<tr>
<td>Other Minority</td>
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<td>3</td>
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- Unemployed persons 16-21 (not in school)
- Cash welfare eligible, head of household
- Veterans
- Handicapped
- Offenders
- Seasonal and migrant workers
- Displaced homemakers
- Others (identified)
## PLANNING SUMMARY SHEET
### TITLE IV SYEP

### EXPENDITURES BY ALLOWABLE COST

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### EXPENDITURES BY ACTIVITY

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### ENROLLMENTS BY ACTIVITY

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</tr>
<tr>
<td>VEP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SC</td>
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### TERMINATIONS BY ACTIVITY

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<td>13</td>
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### ENROLLMENTS BY SIGNIFICANT SEGMENTS

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</tr>
<tr>
<td>Unemployed persons 16-21 (not in school)</td>
<td>4</td>
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<tr>
<td>Cash welfare eligible, head of household</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Veterans</td>
<td>0</td>
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<tr>
<td>Handicapped</td>
<td>1</td>
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<tr>
<td>Offenders</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>Seasonal and migrant workers</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Displaced homemakers</td>
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<td></td>
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</tr>
<tr>
<td>Others (identified)</td>
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</tr>
</tbody>
</table>

6 of 8
### PLANNING SUMMARY SHEET

#### TITLE VI

#### EXPENDITURES BY ALLOWABLE COST

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
<th>Amount</th>
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<td>Allowances</td>
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<tr>
<td>Wages</td>
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<tr>
<td>Fringe benefits</td>
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<tr>
<td>Training</td>
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<tr>
<td>Services</td>
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#### EXPENDITURES BY ACTIVITY

<table>
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<tr>
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<tr>
<td>Classroom Training</td>
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<td>Work Experience</td>
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<td>On-the-Job Training</td>
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<td>Services to Client</td>
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<td>Public Service Employment</td>
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<td>Public Service Projects</td>
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#### ENROLLMENTS BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Carry-In</th>
<th>Enrollments</th>
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</tr>
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<tbody>
<tr>
<td>CT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>WE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OJT</td>
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<td></td>
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<tr>
<td>SC</td>
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<tr>
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<td>43</td>
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#### TERMINATIONS BY ACTIVITY

<table>
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<th>Activity</th>
<th>Placement</th>
<th>Other Positive</th>
<th>Non-Positive</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>CT</td>
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<td></td>
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</tr>
<tr>
<td>WE</td>
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<tr>
<td>OJT</td>
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<td>SC</td>
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#### ENROLLMENTS BY SIGNIFICANT SEGMENTS

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<td>Native American</td>
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<td>Other Minority</td>
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<tr>
<td>Unemployed persons 16-21 (not in school)</td>
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<td>Cash welfare eligible, head of household</td>
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<tr>
<td>Veterans</td>
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<td>Handicapped</td>
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<tr>
<td>Offenders</td>
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<tr>
<td>Seasonal and migrant workers</td>
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<tr>
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<tr>
<td>Others (identified)</td>
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7 of 8
### EXPENDITURES BY ALLOWABLE COST

<table>
<thead>
<tr>
<th>Allowable Cost</th>
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<th>Cost 2</th>
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<td>Allowances</td>
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<tr>
<td>Wages</td>
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<td></td>
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<tr>
<td>Fringe benefit</td>
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<td>7883</td>
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<tr>
<td>Training</td>
<td>10%</td>
<td>1017</td>
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<tr>
<td>Services (incl. employment generating services)</td>
<td>100%</td>
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<tr>
<td><strong>TOTAL</strong></td>
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### EXPENDITURES BY ACTIVITY

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom Training</td>
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<tr>
<td>Work Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-the-Job Training</td>
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<td></td>
</tr>
<tr>
<td>Services to Client</td>
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<td></td>
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<tr>
<td>Other Activities (incl. PSIP Activities)</td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>100%</td>
<td>10,000</td>
</tr>
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</table>

### ENROLLMENTS BY ACTIVITY

- **CT**
  - Carry-in: 4
  - New Enrollments: 4
  - Total: 4

- **WE**
  - Carry-in: 4
  - New Enrollments: 4
  - Total: 4

- **OJT**
  - Carry-in: 3
  - New Enrollments: 1
  - Total: 4

- **SC**
  - Carry-in: 3
  - New Enrollments: 1
  - Total: 4

### TERMINATIONS BY ACTIVITY

- **CT**
  - Placement: 3
  - Other Positive: 1
  - Non-Positive: 4
  - Total: 3

- **WE**
  - Placement: 3
  - Other Positive: 1
  - Non-Positive: 4
  - Total: 3

- **OJT**
  - Placement: 3
  - Other Positive: 1
  - Non-Positive: 4
  - Total: 3

- **SC**
  - Placement: 3
  - Other Positive: 1
  - Non-Positive: 4
  - Total: 3

### ENROLLMENTS BY SIGNIFICANT SEGMENTS

<table>
<thead>
<tr>
<th>Segment</th>
<th>Male</th>
<th>Female</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1</td>
<td>4</td>
</tr>
<tr>
<td>Black</td>
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<tr>
<td>Hispanic</td>
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<td>Filipino</td>
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<td>Native American</td>
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<tr>
<td>Other Minority</td>
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<td></td>
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<tr>
<td></td>
<td><strong>Unemployed persons 16-21</strong> (not in school)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cash welfare eligible, head of household</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Veterans</td>
<td>2</td>
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<td></td>
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</tr>
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<td></td>
<td>Offenders</td>
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<td></td>
<td>Seasonal and migrant workers</td>
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<td></td>
<td>Displaced homemakers</td>
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<td></td>
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<tr>
<td></td>
<td>Others (identified)</td>
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The Board of Supervisors, Mariposa County, met in regular session this 5th day of June, 1979, at 9:05 a.m. with Supervisors Dalton, Clark, Owings, and Weber present. Supervisor Erickson excused.

On motion of Owings, seconded by Clark, the consent agenda was approved: Welfare Dept. employee, Fresno, 5/31/79, Day Care Licensing Workshop. Hearing de novo request on LDA 811, John Boldroff, Fact No. 5 re requirements to improve Griest Road to class IV standard from Ashworth Road to his property, scheduled for July 3, 2:00 p.m. Building Inspector, Sacramento, 6/7/79, Calif. Energy Commission/Bldg. Officials mtg. Acting Mental Health Dir., Merced, 6/6/79, to meet with Merced County Supt. and Mental Health Dir; Monterey, 6/12/79, Mental Health Adv. Board State Conf.

Discussion ensued with R.T. Richardson regarding a dust problem. Road Commissioner to attempt to resolve situation.

Auditor Barbara Saye discussed section of Personnel Policies and Procedures letter referencing Road Dept. employees' salary adjustments. Auditor requested and received approval to work with Road. Commissioner to arrive at proposed salary adjustments.

County insurance bids received from Leap Carpenter and Bondshu Insurance opened. On motion of Owings, seconded by Weber, County Counsel to forward insurance bids to Marsh-McLennan to review and make recommendation to the Board on adequacy of the bid specifications.

On motion of Clark, seconded by Owings, Application for Discharge of Accountability prepared by the Tax Collector approved.

On motion of Clark, seconded by Weber, per request from Friends of the Library, telephone to be installed at El Portal Library and filing cabinet to be supplied from Civil Defense to the Mariposa Library.

On motion of Owings, seconded by Clark, on recommendation of 125th Anniversary Committee, plaque to be ordered describing designation of Courthouse as a National Landmark; Auditor directed to draw a warrant for $85; to be charged to Advertising #16, Board budget.

On motion of Clark, seconded by Owings, bid from Mariposa Glass in the amount of $198.31 to replace vehicle windshield approved; monies to come out of vehicle damage fund.

Road Commissioner Bill Lincoln discussed Road Dept. matters. On motion of Owings, seconded by Clark, Auditor directed to draw warrants for right of way acquisitions when presented and approved by the Road Commissioner, within the approved budget.

Planning Commissioner Forbes Simpson discussed sub-division roads. On motion of Weber, seconded by Owings, Res. 79-85 was passed and adopted, authorizing Road Commissioner to take major subdivision roads which have been brought up to county standards, into County Road System.

On motion of Owings, seconded by Clark, Road Commissioner authorized to solicit quotations for purchase of a grader.

On motion of Clark, seconded by Owings, Res. 79-86 was passed and adopted, transferring County Counsel's Anti-Recession Funds: $36.29 from Dictation System and $63.36 from Land Fraud to Greeley Hill Research.

On motion of Weber, seconded by Owings, County Counsel and Auditor to meet with George Barensde to negotiate possibility of Superintendent of Schools Office being placed on a fiscal independent basis for budget purposes.
Board of Supervisors
June 5, 1979

Planner/Grantsman Bob Borchard discussed Planning Office matters. On motion of Weber, seconded by Owings, Res. 79-87 was passed and adopted, extending the Mariposa Community Planning Area Committee until December 6, 1979. On motion of Weber, seconded by Owings, a public hearing was scheduled for June 19, 1979, 7:00 p.m. to review Mariposa County "208 Plan" for Mariposa North and Stockton Creek Watershed areas. Clerk to publish notice. On motion of Owings, seconded by Weber, recommendation from Planner/Grantsman on composition of committee to develop Stockton Creek Watershed regulations approved. Chairman appointed and Board ratified Hal Weber to serve as Board representative on Committee. Public members to serve on Committee to be appointed by the Board at June 12, 1979 meeting. On motion of Clark, seconded by Owings, Board approved EIR Contract Nos. 79-5-A and 79-5-B, effective May 29, 1979, nunc pro tunc, and Chairman authorized to sign. On motion of Owings, seconded by Weber, Findings of Fact on Use Permit No. 107-B, Ramada Inn, James Compton approved:

Public Hearing De Novo
Use Permit No. 107-B
James Compton, Applicant
Findings of Fact for Denial

Following lengthy discussion before the Planning Commission during the latter half of 1977 and the first half of 1978, the applicant's proposal was modified from that of a 100-unit motel, with a restaurant and pool, to that of a 75-unit motel, with no restaurant or pool. An Environmental Impact Report (EIR) was prepared for the project, and was distributed for public review during December, 1978, and January, 1979. Comments were received and the applicant was given the opportunity to respond to the comments. A public hearing on the use permit was held by the Planning Commission at the White Chief Lodge, in Fish Camp, on March 22, 1979. Following input from the applicant and the public, the Commission acted unanimously to deny Use Permit No. 107-B on the basis that the Commission could not make the mandatory findings required by Section 2.52.300 of the Mariposa County Code. The Commission findings of fact were as follows:

1. That the proposed Ramada Inn would be detrimental to the health, safety, peace, comfort, and general welfare of persons residing in the neighborhood.

2. That the use, as proposed, is not appropriate to the location and the neighborhood, and would be detrimental or injurious to property and improvements in the neighborhood.

The action of the Planning Commission was subsequently appealed to the Board of Supervisors and a Hearing de novo was set for May 1, 1979. Staff then requested a postponement so that adequate public notice could be made for the hearing. The Board, acting on this request, reset the hearing de novo for May 22, 1979.

On May 22, 1979, the hearing de novo on Use Permit No. 107-B was opened before the Board of Supervisors. Larry Enrico spoke on behalf of the Planning Commission. Attorney William Dahl, and Mr. James Compton spoke in behalf of the appeal. Testimony and evidence was received from both the appellant and the Planning Commission.

Planning Department correspondence dated May 22, 1979 (a summary of material presented), the staff report on Use Permit No. 107-B, the staff report for the EIR on Use Permit No. 107-B, and Planning Commission Resolution No. 79-7 were made part of the record. In addition, letters from 12 property owners and a petition with 73 signatures, all opposed to the use permit, were referenced.
Attorney for the appellant presented an addendum to the draft EIR prepared for the project. Mr. Compton also spoke and presented information.

The Board of Supervisors considered all evidence, documentation and testimony presented by the Planning Commission, attorney for the appellant, the appellant, and members of the audience. Appeal of Planning Commission denial of Use Permit No. 107-B is denied by the Mariposa County Board of Supervisors on the following findings:

1. The burden of proof in support of an application falls with the applicant, and the applicant has failed to provide adequate proof that the use would not be detrimental to the health, safety, peace, comfort, and welfare of the neighborhood and its residents, or that a nuisance would not be created.

2. Adequate proof has not been presented to verify that the proposed use is not detrimental or injurious to property and improvements in the neighborhood.

3. Adequate proof has not been presented to verify that the proposed use is appropriate to the location, the lot, and the neighborhood.

4. Adequate proof has not been provided to verify that the site has adequate drainage or that necessary facilities can or will be provided.

It is further found and declared that appeal denial by this Board of the Planning Commission decision on Use Permit No. 107-B, affirms Planning Commission Findings of Fact as set forth in Planning Commission Resolution No. 79-7, and that such findings are consistent with the intent of County Ordinance governing the approval of denial of use permits.


On motion of Clark, seconded by Weber, second reading of Ord. 514 waived, establishing Oak Terrace as a planned unit development zone. On motion of Clark, seconded by Weber, Ord. 514 as amended was passed and adopted.

Building Inspector Larry James discussed his request for a two-way radio network. On motion of Owings, seconded by Weber, Res. 79-88 was passed and adopted, appropriating from Building Dept. General Fund $4,929.34 for purchase of two-way radio network.

On motion of Owings, seconded by Weber, Clerk to write Civil Defense Director requesting he coordinate with Planner/Grantsman for civil defense grant and make recommendation to the Board.

On motion of Owings, seconded by Clark, Claim for Damages of Sue Rauch denied, pursuant to Government Code Section 912.6.

On motion of Owings, seconded by Clark, Chairman authorized to approve billing in the amount of $150 for CSAC Unemployment Compensation Administrative Services for 1/1/79-6/30/79.

On motion of Clark, seconded by Weber, Petition for Formation of Don Pedro Community Services District and accompanying reports to be forwarded to LAFCO for appropriate action; Planning Commission to prepare necessary environmental impact: report for LAFCO process.

On motion of Clark, seconded by Weber, Res. 79-89 was passed and adopted, advising Dept. of Health Services that Mariposa County seeks to remain a Contract County.
On motion of Owings, seconded by Clark, Res. 79-90 was passed and adopted, providing the Interim Emergency Certificate of Public Convenience and Necessity issued to Henry L. Tunequist, DBA Wawona Disposal be extended to September 1, 1979.

On motion of Owings, seconded by Clark, County Counsel authorized to continue Maripose County involvement in insurance pooling effort with CSAC.

On motion of Owings, seconded by Clark, County Counsel to prepare final draft of Memorandum of Understanding for Board review.

The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 1:35 p.m.

Auditor Barbara Saye presented and received approval on preliminary FY 79-80 insurance and contingency budgets.

Civil Defense Director Robert Powers discussed Civil Defense matters.


CETA Project Director Bethanne Dowlan discussed CETA matters. On motion of Clark, seconded by Owings, CETA Comprehensive Employment and Training Act Agreement for FY 1979-80, as amended, approved and Chairman authorized to sign.

On motion of Clark, seconded by Weber, Auditor directed to draw a warrant in the amount of $60 to the U.S. Post Office out of Special Election Fund per request from the County Clerk.

Chairman read into record the Fresno Bee editorial, "Use of the Recall" and article made part of official minutes:

"The right to recall public officials is valuable, but sometimes the uses to which it is put make one wince.

In Los Angeles, for example, where the use of the recall was pioneered 75 years ago, the president of the board of education was removed recently in a recall that became a referendum on busing for desegregation.

He was caught in the middle, 'a decent man trying to do what he thought was right to obey the law,' in the words of a Los Angeles Times editorial."
This may not be an abuse of the recall, but at least it bends it out of shape. An office-holder who is voting his conscience, and whose official behavior is acceptable, should be allowed to finish his term. That's the time for those who differ with him on issues to dump him if they can.

To use the recall the way it was used in Los Angeles may 'send a message,' but it doesn't do much for good government.

Closer to home, in Mariposa County, a recall effort is being mounted against two county supervisors who are caught up in a power struggle involving personalities, planning, growth, land-split tactics and who knows what all.

A Superior Court judge ruled that the recall petitions can continue to be circulated even though they erroneously assert that the supervisors have been accused by the grand jury of 'serious criminal acts.'

Actually, the grand jury action is a civil proceeding, an accusation of misconduct in office, for which the penalty is removal from office. The matter has not yet gone to trial.

It's hard to argue with the court's position that recall forces should be given a lot of leeway in their allegations, for the sake of the First Amendment. It seems evident that the error was a mistake rather than a malicious shot. And the targets of the recall did have the opportunity to respond.

Actually, what is most striking about the recall allegations is not the false description of the grand jury action, but the essentially trivial nature of the other stated grounds for recall.

The recallers want to change the balance of power in mid-term -- 'We feel the supervisors are simply taking over too much,' was one recall leader's revealing comment -- and they aren't willing to wait for the result of the grand jury action. So they cast about for other grievances which would justify removal from office. The strain shows.

As we said, we're glad California is one of 12 states that provide for recall. The voters need that protection against feckless office-holders. But it can be a mighty blunt instrument."

On motion of Clark, seconded by Weber, Res. 79-91 was passed and adopted, amending salary Res. 78-189 to include additional deputy sheriff effective July 1, 1979, in order to continue position of Total Application of Resources to Prevention Officer.

County Counsel to research underground electric lines conversion program for County for Board review.

The Board adjourned at 5:55 p.m. to meet in Administrative Practices Session Monday, June 11, 1979, 9:00 p.m.

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

ATTEST:

Joan J. Lynk
Clérk of the Board
The Board of Supervisors met this 12th day of June, 1979, at 9:20 a.m. in regular session with Supervisors Clark, Owings, and Weber present. Supervisor Erickson excused. Supervisor Dalton excused from morning session.

Minutes of June 4 and 5, 1979, were approved as mailed.


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<th>Item</th>
<th>Amount</th>
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</thead>
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<td>Water Agency</td>
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<td>Anti-Recession Operating</td>
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<td>Law Library</td>
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<td>Revenue Sharing Operating</td>
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<td>M.C.A.B.</td>
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<td>Manpower Title II-D</td>
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<td>PSE Title II-D</td>
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<td>YETP Title VI</td>
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<td>Lake Don Pedro Sewer Zone</td>
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<td>Yosemite West Maintenance</td>
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<td>Federal Administration</td>
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Commission on Aging to pursue with Merced Community Council the Senior Citizen Nutrition Access and Self-help program.

On motion of Owings, seconded by Weber, Chairman authorized to sign contract with State Controller's Office for non-transit purpose audits.


On motion of Owings, seconded by Weber, Planning Office and Building Dept. to relocate to Greenamyer House with no modifications except for necessary wiring.

Board scheduled discussion on solid waste specifications for Monday, June 18, 1979. Clerk to advise Kenneth Cooke, Henry Tunequist, and Frank Church/Andre Wright of scheduled discussion.

On motion of Owing, seconded by Weber, Res. 79-92 was passed and adopted, extending Birthday Greetings to Amador County for its 125th year anniversary.

Road Commissioner Bill Lincoln discussed Road Dept. matters. Road Commissioner to obtain proposal for graveling D.A. parking lot.
On motion of Weber, seconded by Owings, letter from R.J. Matthews requesting the McCoon fine monies be used for Old French Camp Road repairs to be forwarded by County Counsel to the District Attorney for response, and a request be made to the District Attorney to forward to the Board a copy of the agreement with Mr. McCoon; copy of Mr. Matthews letter to be forwarded to the Planning Commission for comment.

On motion of Owings, seconded by Weber, on recommendation of Marsh & McLennan, low insurance bid from Bondshu Insurance Agency in the amount of $96,606 accepted. On motion of Weber, seconded by Owings, County Counsel directed to write Bondshu Insurance advising of Board's acceptance of bid and request policy be remitted and forwarded to Marsh-McLennan to insure compliance with bid specifications. At meeting of June 19, 1979, Board to review recommendation with respect to additional excess umbrella liability coverage.

On motion of Weber, seconded by Owings, Board affirms County Counsel's letter dated June 11, 1979, to Yosemite National Park regarding El Portal fire Protection. Clerk requested to forward copy of County Counsel's letter to Fire Chief, El Portal, and Board's minute order to Yosemite National Park.

On motion of Weber, seconded by Owings, Res. 79-93 was passed and adopted, designating Sheriff as having authority and jurisdiction of duties and responsibilities of Small Animal Control Officer of County.

Planner/Grantsman Bob Borchard discussed Planning Office matters. On motion of Owings, seconded by Weber, Res. 79-94 was passed and adopted, approving application for County Growth Management (701) Grant Application and authorizing Planner/Grantsman to approve necessary documentation for grant.

Solid Waste Director's request for light pick-up truck discussed with Planner/Grantsman. Planning Office truck to be used jointly between Solid Waste Dept. and Planning Office, with Planning Office having use of County car when available.

On motion of Weber, seconded by Owings, Res. 79-95 was passed and adopted, temporary interim Certificate of Public Convenience and Necessity issued to Andre Wright and Frank Church, DBA Mother Lode Scavenger Co., subject to conditions and limitations as described in Resolution.


The Board adjourned for lunch at 11:55 a.m. and reconvened in regular session at 2:00 p.m. with Supervisor Dalton present.

Public Hearing opened on revenue sharing funds in the amount of $274,240. Public input called for and received; oral and written requests received from Senior Citizens, $15,000; Northside Women's Club, $1500; Sheriff, $14,000; Road Dept., $50,000; Farm Advisor, $1150; Northside Ambulance Assn., $1500; County Clerk $10,850; Board of Supervisors, $1980. Public portion of Hearing closed. Board to schedule time for deliberating on requests.

On motion of Clark, seconded by Owings, surplus receipts declared in the amount of $4,929.34 for Building Department; monies appropriated to Building Dept. contingency.
Auditor Barbara Saye reviewed with the Board salary requests from Department Heads and recommendations from the County Personnel Policies and Procedures Committee. Additional discussion to take place with Department Heads during Administrative Practices session of June 18, 1979.

Supervisor Clark excused.

On motion of Owings, seconded by Weber, public hearing on proposed tentative budget scheduled for June 26, 1979, 2:00 p.m.; Clerk to advertise.

On motion of Owings, seconded by Weber, Board approved second year contract in the amount of $4,000 with Marsh McLennan for County Safety Program.

House Numberer Eldon Bartholomew discussed letter from Mr. & Mrs. Garrison requesting a change in their house number. Board concurred with Mr. Bartholomew to take no action on the request; Clerk to advise Mr. & Mrs Garrison.

On motion of Owings, seconded by Weber, Res. 79-96 was passed and adopted, appealing to Governor, Legislature, and Director of Finance to adopt local government financing designed to correct financial injustice suffered by small rural counties with respect to 1978-79 base year state allocations.

On motion of Weber, seconded by Owings, Auditor directed to draw a warrant to James H. Barnhart in the amount of $896.62 for services rendered to County Counsel; monies previously budgeted.

The Board adjourned at 5:15 p.m. in memory of Louie Erickson, father of Supervisor Eric Erickson and Mariposa County resident since 1929.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
Honorable Board of Supervisors
COUNTY OF MARIPOSA
P. O. Box 784 - Courthouse
Mariposa, California 95338

Gentlemen:

SUBJECT: Self-Insurance -- Workers Compensation Program

The Board will recall that fiscal year 1978/79 is the first year of the County’s self-insured workers compensation program. The Board will further recall the hiring of Marsh-McLennan, Inc., as the administrator of the self-insurance program. I enclose herewith a copy of a letter dated June 4, 1979, from Roxie Pickett, Safety Consultant for Marsh-McLennan, Inc., indicating the success of the first year of the program. Essentially, there has been eleven claims filed against the County under the workers compensation law in total cash claims paid in the amount of $1,483 with the sum of $14,599 set aside as a cash reserve for further payments on the eleven existing claims. Initially, the program was started with a total trust fund contribution of $165,000. Thus, the total cost of the workers compensation program for the County of Mariposa for the fiscal year 1978/79 thus far in terms of cash claims paid is the sum of $1,483, plus the sum of $6,500 for the conduct of the safety program, the sum of $3,000 for service agent fees, and $17,500 for the $5 million "re-insurance" over the first $100,000 in loss claims for a total cost of $28,483 for claims and administration of the program for the fiscal year 1978/79. This figure compares favorably with a total cost for the fiscal year 1977/78 of $70,000 in cash premiums paid by the County to the State Fund. At the time the State Fund urged the Board of Supervisors not to go into the self-insurance program, they indicated a possible $24,000 refund on the $70,000 cash premium. The record should reflect that we have not yet been notified of the exact amount of refund, thus we will not know the net premium cost for 1977/78 until the refund is received. In the interim period I deem it reasonable to relate to the $70,000 cash premium paid by the County to the State Fund.
Honorable Board of Supervisors
Page 2
June 12, 1979

The purpose of this letter is to request Board approval for the second year contract with Marsh-McLennan, Inc., for the second year conduct of our County safety program at a cost of $4,000 reflecting a $2,500 reduction from the first year start-up cost for the safety program.

If you have any questions in regard to this matter, please contact this office.

Very truly yours,

NRTI. R. VAN Hinkle
County Counsel/Administrative
Assistant to the Board

NBWV:rb

Enclosure

cc: County Safety Officer
    County Auditor
    Clerk of the Board
    Board Secretary/PIO
    Press
June 4, 1979

County Counsel
Neil Van Winkle
P.O. Box 1155
Mariposa, CA 95338

Dear Neil:

As the first year of the County’s self insured worker’s compensation program comes to a close I would like to recognize your people for doing a fine job of aggressive loss control.

This work is evidenced by the fact that the County has had 11 reported claims with a total paid figure of $1,483 and a reserve figure of $14,599.

With these figures in mind I would like to submit M&M Protection Consultants Loss Control proposal for the 1979 year.

INTRODUCTION

Loss control consulting services must be reviewed in relation to the overall cost of risk. Among the costs to be considered are:

1. Self-insured losses
2. Costs of insurance
3. Costs of personnel: salaries/benefits

Each loss avoided or reduced in magnitude is effective conservation of financial resources. Anticipated results can only be achieved through the vigilant actions of all concerned. With this in mind M&MPC can provide invaluable management consultation service in continuing an effective loss control program for the County of Mariposa.

COST ESTIMATES

M&MPC performs all work for an hourly rate plus travel and other out-of-pocket expense. Hourly rates are as follows:

Specialist/Consultant $42/hour
Office Support $21/hour
COST ESTIMATES Cont.

The extensive experience which M&MPC has gained in the administration of loss control programs enables us to achieve a high degree of efficiency in controlling costs of inspections, meetings, office administration, write-up and travel.

Time and cost estimates for yearly service from July 1, 1979 through June 30, 1980 are as follows:

- Loss Control meetings, Board of Director meetings and Inspection Program 6 Days
- Office administration, correspondence, telephone, report review, loss runs 2 Days
- Loss Control symposiums 1 Day
- Accident investigations, special meetings, safety manual 1 Day

Total 10 Days

10 Days x $298/day = $2,980
1 Day x $168/day = $168

Estimated expenses based upon 6 trips/year = $600

Miscellaneous expenses, i.e., printing, pamphlets, films, manuals, additional classes 10% = $314.

First year total: $2,980
168
600
314

$4,062 = 4,000

M&MPC will bill only for the actual work performed and for travel time only when it occurs within normal working hours. When reasonably possible, travel is performed outside of normal working hours.
Mr. Van Winkle
June 4, 1979
Page 3

The cost of services is based upon our best estimate of the "Scope of Services" required as a minimum. Unforeseen service needs that arise during the course of the year will be adjusted by agreement in writing between the M&MPC and the County of Mariposa.

Sincerely,

Roxie Pickett
Safety Consultant

RP: vj
The Board of Supervisors, Mariposa County, met in Administrative Practices Session this 18th day of June, 1979, at 9:10 a.m. with all supervisors present.

Discussion took place with Messrs Tenequiste, Cooke, Church and Wright on the solid waste specifications for the County. County counsel to present specification amendments on annual vehicle inspection fee and specific areas to be served.

Board reviewed with auditor Barbara Saye and dept. heads requesting salary increases and staff adjustments and conceptually approved specific changes: discussions took place with Assessor, Building & Grounds Supt., District Attorney, Sheriff, Welfare Director, Parks & Rec. Director, Probation Dept., Road Commissioner,

The Board adjourned at 5:15 p.m. to meet in regular session Monday.

June 19, 1979, 9:00 a.m.

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

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors, Mariposa County, met in regular session this 19th day of June, 1979, at 9:15 a.m. with Supervisors Clark, Weber, Owings, and Erickson present. Supervisor Dalton arrived at 9:20 a.m.

The minutes of June 11, 1979 were approved, and minutes of June 12, 1979 were amended to read: The Board adjourned in memory of Louie Erickson, father of Supervisor Erickson, and resident of Mariposa County since 1929.

On motion of Owings, seconded by Weber, the Consent Agenda was approved: County Clerk requests Auditor be directed to draw a warrant for $80 payable to Registrar-Far West Regional Conference, out of Elections Budget, Item 25 - Transportation and Travel for Federal Election Commission workshops registration.

Supervisor nominations for County Policies and Procedures Committee given and names drawn by lottery. On motion of Owings, seconded by Weber, Ruby Grammer, District 3, and Dorothy Blunt, District 4, appointed to serve as public members of the County Policies and Procedures Committee.

On motion of Weber, seconded by Clark, Reno Ferrero and Bob Hudson appointed to serve on Committee to develop set of Stockton Creek Watershed regulations.

Ed Vagim, Wawona Ad Hoc Committee, discussed NPS revised land acquisition program. On motion of Clark, seconded by Weber, Supervisor Owings to represent the County in Washington, July 11-13, 1979, at Land Use Conference.

Road Commissioner Bill Lincoln discussed Road Dept. matters. On motion of Clark, seconded by Owings, July 3, 1979, at 10:30 a.m. scheduled to open Road Dept. bids for paving material.

On motion of Clark, seconded by Erickson, proposal from Road Department to grade, gravel, and install culvert in District Attorney building parking lot in the amount of $2350 accepted; monies previously budgeted.

Discussion ensued regarding Senior Citizens Meeting held in San Andreas. Supervisor Clark to prepare a letter of apology to those in attendance.

Supervisor Clark advised the Board that he would vote against the preliminary budget if such budget contains salary increases.

Planner/Grantsman Bob Borchard discussed planning office matters. On motion of Weber, seconded by Clark, Res. 79-97 was passed and adopted, establishing the Coulterville Community Planning Council in accordance with the Coulterville Emergency Zoning Ord. On motion of Owings, seconded by Weber, Planner/Grantsman authorized to solicit proposals for conducting a Comprehensive Space Needs Study for Mariposa County.

Acting as the Board of Directors Coulterville County Service Area No. 1, on motion of Owings, seconded by Clark, Auditor directed to transfer $102,204.09 from Sewer Construction to repay temporary loans from the Water Agency; $200,000 from Water Construction to repay temporary loans from the Water Agency; $75,000 (grant amount) from Sewer Construction to Water Construction.

Supervisors Weber and Erickson to develop priorities for Intergovernmental Personnel Act Grant Funds and submit to the Board prior to July 13, 1979.

Discussion ensued with Employee Association Representative Herb Davis on the Memorandum of Understanding. Discussion to be continued after lunch.

The Board adjourned for lunch at 12:25 p.m. and reconvened in regular session at 2:05 p.m. Supervisor Erickson arrived at 2:20 p.m.
Several motions were made on the cost of living increase pursuant to the Memorandum of Understanding, and all motions failed. On motion of Weber, seconded by Erickson, a ten percent cost of living increase to be given to all County employees effective July 1, 1979. Ayes: Dalton, Weber, Erickson. Noes: Clark, Owings. On motion of Erickson, seconded by Weber, Chairman authorized to sign the Memorandum of Understanding with the Employees Association. Ayes: Dalton, Weber, Erickson. Noes: Clark, Owings.

On motion of Erickson, seconded by Clark, Res. 79-98 was passed and adopted, amending Personnel Policies and Procedures Handbook to include those items contained in the Memorandum of Understanding.

Requests from Department Heads for changes in salaries and office staff continued from June 18, 1979 Administrative Practices Session. County Clerk Ellen Bronson spoke regarding her requests. On motion of Erickson, seconded by Weber, County Clerk’s request for Deputy Clerk - Court salary range increase to 115-131 approved. Ayes: Erickson, Weber, Clark. Noes: Owings, Dalton. On motion of Owings, seconded by Erickson, job description for Assistant County Clerk to include shorthand 100-110 wpm, and typing 50-60 wpm; amended Assistant County Clerk job description, Deputy County Clerk-Court job description, and Deputy County Clerk-Elections job description approved.

Grand Jury/Board of Supervisors joint audit bids opened. Bids turned over to Grand Jury Audit Committee to review for conformance of specifications and make recommendation to the Board.

Jim Wagner, CDF, discussed volunteer fire department budget with the Board. On motion of Erickson, seconded by Owings, Auditor to carry over $3,000 for ea vehicle/engine, and $1,000 for Coulterville, Fire House, into FY 79-80 budget.

On motion of Owings, seconded by Clark, Fish and Game Protective Association authorized to purchase a chalk board from Fish and Game Fund in the amount of $70.21; Auditor directed to draw a warrant.

Grand Jury Audit Committee recommended Bartig, Basler & Ray bid in the amount of $8,950 be accepted for the joint Grand Jury/Board of Supervisors audit. Board to make its recommendation at meeting of June 26, 1979, 11:30am.

Mental Health matters discussed with Cecille Burfiend and Lois Lewis. On motion of Clark, seconded by Weber, Mental Health Advisory Board members appointed: Jack Coats, Sr. (minority member), Betty Hull, Arlene Yaley, Linda Jacobs (youth), Janice Konapacki.

Budget sessions on department heads salary requests continued with Barbara Parker. On motion of Weber, seconded by Owings, Superintendent of Schools Account Clerk II changed to Account Clerk III. No: Clark.

On motion of Weber, seconded by Owings, Superintendent of Schools Account Clerk II positions changed to salary range of 104-120. No: Clark. On motion of Owings, seconded by Weber, Supt. of Schools Account II position to remain at 45 percent time.


Board adjourned at 6:15 p.m. to meet in continued session at 7:25 p.m.
Public Hearing opened on Mariposa County "208" Plan for Mariposa North and Stockton Creek Watershed areas. "Red" Moldenhauer from Moldenhauer, Bennett and Co. presented the engineering report on the "208" Area A Plan. Public input called for and received. Mr. Moldenhauer presented the "208" Area "B" Plan. Public input called for and received. Additional public input called for; None received; public portion of hearing closed. On motion of Clark, seconded by Weber, on recommendation of the Planner/Grantsman, Board accepts report as presented; report to be reviewed by Long Range Water Study Committee, MPUD, Committee developing Stockton Creek Watershed regulations and Regional Water Control Board for comments back to the Board by August 15, 1979; Planner/Grantsman to coordinate. Clerk to forward copy of report to LAFCo. Absent: Erickson.


On motion of Weber, seconded by Clark, Ag Inspector classification shall remain as is.

On motion of Erickson, seconded by Weber, Auditor's request for Deputy Auditor-Recorder range change to 108-124 approved. No: Clark.

On motion of Erickson, seconded by Clark, the appointed officials to be removed from County Ordinance and included in County Resolution form (Building Inspector, Probation Officer, County Counsel, Recreation Director, Veterans Service Officer, Welfare Director), with the remaining elected officials in an ordinance separate from the Board of Supervisors' salary ordinance. Ayes: Erickson, Clark. Noes: Dalton, Weber, Owings. Motion failed. On motion of Erickson, seconded by Clark, appointed officials (as named above) to be removed from County Ordinance and included in County Resolution. Motion carried unanimously.

On motion of Erickson, seconded by Weber, the recommendations of the Personnel Policies and Procedures Committee for appointed officials be accepted. The second withdrew his second and the motion died for lack of second.

On motion of Clark, no salary adjustments will be considered for the aforementioned appointed officials. Motion died for lack of a second.

On motion of Clark, seconded by Weber, on recommendation of P.P.&P. Committee, Veterans Service Officer's salary be adjusted to $1,000 a month and Welfare Director's salary adjusted to $1,500 a month. Ayes: Clark, Dalton, Weber, Erickson. No: Owings.


On motion of Erickson, seconded by Clark, Board budget to be increased to $3,000 for FY 79-80 to cover CSAC and RCRC dues.

On motion of Clark, seconded by Owings, on recommendation of Mental Health Director, Auditor directed to issue warrants from surplus funds in Mental Health budget for purchase of equipment and furniture, and conversion of Blazer lease agreement: Madera Stationers, $3,700.59, Spanglers McClure, $79.50, Breuners, $399.73, Shebelut Leasing Co., $2,820.27.

The Board adjourned at 11:45 p.m. to meet in continued session Wednesday, June 20, 1979, 9:00 A.M.

The Board met in continued session, June 20, 1979, at 9:30 a.m. Supervisor Erickson previously excused from meeting.

Outside legal counsel George Robison discussed his report to the Board on Mariposa County Land Division Investigation.

On motion of Clark, seconded by Weber, Res. 79-99 passed and adopted, authorizing the Chairman to sign contract with the Dept. of Aging for grant under Title III of the Older Americans Act of 1965 in the amount of $14,712.

The Board adjourned for lunch at 12:25 p.m. and reconvened in regular session at 2:10 p.m. Supervisor Dalton excused.

On motion of Weber, seconded by Owings, County Counsel to review Grand Jury/Board of Supervisors joint bids received and make recommendation to the Board.

On motion of Owings, seconded by Weber, Clark to forward Memorandum of Understanding to Employees Association for signature. Clerk to forward copy of Memorandum of Understanding and Res. 79-98 to all departments.

On motion of Weber, seconded by Owings, Supervisor Clark's letter to Central Sierra Elderly Assistance presented and approved.
On motion of Owings, seconded by Weber, plaques to be awarded to members of the 125th Anniversary Celebration Committee for its fine efforts.

The Board adjourned at 2:45 p.m. to meet in Administrative Practices Session on Monday, June 25, 1979, 9:00 a.m.

ATTEST:

Joan J. Lynk
Clerk of the Board
The Board of Supervisors of the County of Mariposa met in regular session this 26th day of June, 1979, at 9:00 A.M. with Supervisors Clark, Weber, Owings, and Erickson present. Chairman Dalton arrived at 9:15 A.M.

The minutes of June 18, 1979 were approved, and the minutes of June 19, 1979, were approved as corrected.

On motion of Weber, seconded by Owings, the following persons were appointed or reappointed to the Mariposa County Subarea Advisory Council: Gary Estep, Marquerite Campbell, Joan Tune, Avery Sturm, M.D., Eugene Dalton, and Delbert Wells.

Letter from Long Range Water Study Committee dated June 21, 1979, recommending prohibition of development below the existing Stockton Creek Watershed in case a new dam is built downstream from the present M.P.U.D. dam. On motion of Weber, seconded by Owings, the letter was directed to the Planning Commission with request for recommendation at earliest possible date.

On motion of Owings, seconded by Erickson, Auditor authorized to draw warrant in the amount of $95 to NACO Annual Conference for registration of Mariposa County's vote to be cast at the Annual Conference, Kansas City, Missouri, July 15-18, 1979. Ayes: Clark, Weber, Owings, Erickson. Absent: Dalton.

On motion of Owings, seconded by Weber, the Board will send a note of thanks to Les Pacheco, Fish Camp Volunteer Fire Department, for the complimentary tickets to the annual barbecue, July 1, 1979.

On motion of Clark, seconded by Owings, travel authorized for Judy Van Winkle, Mental Health, Fresno, June 27, 1979, Regional Care Facilities Meeting.

On motion of Owings, seconded by Clark, County Counsel travel authorized for June 27, 1979, Sacramento, Regional Council of Rural Counties.

Road Commissioner Bill Lincoln present to discuss road department matters. Lincoln presented map indicating property to be leased to S.P.C.A. at the Solid Waste Site. Board indicated that upon the completion of satisfactory percolation tests, the S.P.C.A. should proceed with the Planning Commission process. On motion of Erickson, seconded by Owings, $1,200 of Revenue Sharing is to be appropriated for the paving of the D.A.'s parking lot.

On motion of Clark, seconded by Weber, Auditor is directed to draw warrant in the amount of $18 to the State Superintendent of Documents for a copy of the "Uniform Manual on Traffic Control Devices". Resolution No. 79-100 passed and adopted, on motion of Clark, seconded by Erickson, transfers by object for the Road Department. On motion of Clark, seconded by Erickson, transfers by cost center for the Road Department approved.

Planner/Grantsman, Bob Borchard, present to discuss planning and grant matters. Also present with Borchard were Larry Harvison, O.E.D.P. Chairman, and Roberta Standen, O.E.D.P. Committee Vice-Chairperson, to discuss the Update for FY 79-80. The motion of Clark to adopt the draft with amendment regarding subcommittees died for lack of a second. On motion of Weber, seconded by Clark, draft O.E.D.P. Update FY 79-80 adopted with amendment on page 5 as indicated to Borchard this date.

On motion of Clark, seconded by Owings, the Board followed the Grand Jury's recommendation and accepted the bid of Bartig, Basler and Ray in the amount of $8,950 to perform the Mariposa County Audit based partly on this firm's past county audit experience.

On motion of Erickson, seconded by Owings, Dr. Clyde Britt appointed to the Mariposa Community Planning Advisory Council. Ayes: Clark, Erickson, Owings, Weber. Absent: Dalton.
On motion of Erickson, seconded by Owings, Marguerite Ferrero appointed to the Mariposa Commission on Aging. Ayes: Erickson, Clark, Owings. Absent: Dalton, Weber.

Resolution No. 79-101 passed and adopted, on motion of Weber, seconded by Erickson, declaring the County Board of Education and the County Superintendent of Schools fiscally independent as of July 1, 1979. Ayes: Erickson, Owings, Weber, Clark. No: Dalton.

The following appropriations were made of Revenue Sharing funds:
On motion of Weber, seconded by Erickson, twenty-five thousand dollars ($25,000) be appropriated from Revenue Sharing for a community center, with first priority given to the community center considered for the townsite of Mariposa and any balance left be used for senior citizens' programs in other areas of the county. On motion of Erickson, seconded by Clark, appropriation of $1,200 made for paving of the District Attorney's Office parking lot. On motion of Weber, seconded by Clark, appropriation of $1,500 made to the Northside Women's Club for surfacing areas around its building. On motion of Clark, seconded by Erickson, appropriation of $14,000 for two vehicles for the Sheriff's Department. On motion of Clark, seconded by Erickson, appropriation of $25,000 to a Road Department acquisition of rights-of-way fund. On motion of Erickson, seconded by Clark, appropriation of $1,500 to Northside Ambulance Association for purchase of pagers. On motion of Clark, seconded by Erickson, no appropriation for copy machine in County Clerk's Office, the existing machine will remain. Ayes: Clark, Erickson, Weber. Noes: Dalton, Owings.

On motion of Clark, seconded by Weber, appropriation of $1,980 to Board of Supervisors for public address system, secretarial chair, and typewriter stands. On motion of Owings, seconded by Erickson, appropriation of $10,000 to Planning Department for a new copy machine. On motion of Clark, seconded by Owings, the balance of the Revenue Sharing monies ($194,060) to be placed in general fund for county support services.

The time being 3:45 P.M., the public hearing on Ordinance No. 513, an urgency ordinance relating to grading and excavation, was opened. Presentations from the audience were made by Angus Bullis, President of the Mariposa County Farm Bureau, and Gordon Greenamyer, Chairman of the Grading/Excavating Association. Clerk read correspondence from the Farm Bureau into the record. Art Richards responded to a comment from Supervisor Erickson. Input portion of the public hearing was closed. On motion of Erickson, seconded by Clark, Ordinance 513 amended to exempt from the permit process ponds of ten (10) acre feet or less and less than fifteen (15) feet in height from toe to crest in the A-E Zone. Ayes: Erickson, Clark. Noes: Dalton, Weber, Owings. Motion failed. On motion of Erickson, seconded by Clark, Ordinance 513 amended to exempt from permit process fire lines - Borchard directed to define fire lines. On motion of Erickson, seconded by Owings, Ordinance 513 amended to exempt from permit process brushing done with earth moving equipment on private property, when the brushing will not create a hazard to private property and improvements, and will not drastically effect existing drainage patterns or create erosion hazards - Borchard directed to define brushing. On motion of Erickson, seconded by Clark, Ordinance 513 amended to include authorization for the Building Official to exempt from the permit process grading in isolated, self-contained areas if there is no danger to private or public property and improvements, and will not drastically effect existing drainage patterns or create erosion hazards.

District Attorney, J. Bruce Eckerson, present at the request of Supervisor Weber, approved by Chairman Dalton. Discussion held regarding budget and illegal land division investigation.

Barbara Saye, Auditor-Recorder, and Evelyn Jones, Chief Deputy Auditor-Recorder, present. On motion of Clark, seconded by Erickson, Auditor directed to draw warrant to Supervisor Owings for previously authorized county travel in the amount of $742.80. Resolution No. 79-102 was passed and adopted, budget transfers and appropriations, on motion of Clark, seconded by Owings. On motion of Clark, seconded by Weber, Auditor
authorized to distribute State bail-out funds in the amount of $15,093 to the special districts as recommended by Special Districts Manager, Roger McElligott.

On motion of Erickson, seconded by Clark, Clerk directed to send letter to P.G.&E. requesting a light in Coulterville as previously requested.

On motion of Clark, seconded by Owings, addition to Resolution 79-102, appropriation in the amount of $10,000 to Recreation fund for payroll and bills. Ayes: Clark, Erickson, Dalton, Owings. Absent: Weber.

Resolution No. 79-103 passed and adopted, combining Welfare, Recreation and General Funds as of July 1, 1979 with the new fund to be called the General Fund, on motion of Owings, seconded by Clark.

Resolution No. 79-104 passed and adopted, a statement of Board policy - the adopted final budget amount for each line item in each department budget will remain as adopted unless there is a dire emergency requiring a transfer or appropriation with said transfer or appropriation to be made only with Board approval, on motion of Owings, seconded by Weber. Clerk directed to send copy of policy to each department.

On motion of Clark, seconded by Owings, projected sales tax revenue for FY 79-80 estimated at $375,000. On motion of Clark, seconded by Owings, projected Federal In-Lieu contribution to the General Fund estimated at $175,000 for FY 79-80. On motion of Owings, seconded by Clark, the Hotel/Motel tax revenue is projected to be $480,000 for FY 79-80.

On motion of Erickson a resolution was offered to remove the appointed department heads from the salary ordinance and to adjust their salaries as voted upon at the Board meeting of June 19, 1979. Motion died for lack of a second.

On motion of Clark, no salary adjustments would be made in the preliminary budget for any employees. Motion died for lack of a second.

Resolution No. 79-105 passed and adopted removing appointed department heads from the salary ordinance and setting their salaries by resolution, and granting them a 10% cost-of-living increase effective July 1, 1979, on motion of Erickson, seconded by Weber. Ayes: Clark, Erickson, Dalton, Weber. No: Owings.

Resolution No. 79-106 passed and adopted granting the appointed department heads a salary adjustment as voted on by the Board 6/19/79, effective September 1, 1979, retroactive to July 1, 1979, if the Board determines there is sufficient revenue available, on motion of Weber, seconded by Erickson. Ayes: Weber, Erickson, Dalton. Noes: Owings, Clark.

Resolution No. 79-107 passed and adopted, a 10% cost-of-living increase granted to all employees effective July 1, 1979, on motion of Erickson, seconded by Weber.

Resolution No. 79-108 passed and adopted, revising classifications, salary ranges, and adding new positions for FY 79-80 effective September 1, 1979, retroactive to July 1, 1979, subject to a determination by the Board that there are sufficient revenues available, on motion of Erickson, seconded by Weber. Ayes: Erickson, Dalton, Weber. Noes: Clark, Owings.

Ordinance presented, first reading waived, and numbered 517, granting a 10% cost-of-living increase to elected officials. Ayes: Clark, Weber, Erickson, Dalton. No: Owings.

Resolution No. 79-109 passed and adopted, removing small animal control officer from Constable's office and placing in the Sheriff's Department effective July 1, 1979, retroactive to April 10, 1979, as that was the date position was initially authorized in the Sheriff's Department, on motion of Owings, seconded by Clark.
Resolution No. 79-110 passed and adopted, directing the County Counsel to prepare a service contract between the County of Mariposa and the Civil Defense Director with a monthly contract service fee of $150, on motion of Owings, seconded by Weber.


On motion of Erickson, seconded by Clark, the Board adopts a preliminary budget of $6,868,897.88 for FY 79-80. Ayes: Clark, Erickson, Weber, Owings, Dalton. Noes: None.

On motion of Clark, seconded by Weber, the Special District Budgets were approved as follows: Yosemite West Maintenance, $54,913.76; Don Pedro 1-M, $4,950.00; Mariposa Pines, $4,644.30; Don Pedro Sewer Zone, $18,280.19; Mariposa Parking District, $5,245.64; Coulterville Service Area, $52,557.98; Hornitos Lighting, $873.28; Mariposa Lighting, $6,699.48.

On motion of Clark, seconded by Owings, upon recommendation of the Auditor, the $264,000 General Reserves are cancelled in order that these monies be available for financing.

Neil Van Winkle regarding County Counsel matters. In response to earlier inquiry, copy of ATAAP van registration presented showing ownership in name of County of Mariposa. On motion of Clark, seconded by Weber, County Counsel is authorized to respond to letter from Standley M. Michner, attorney for Thomas Beesley, relative to LDA 769.

On motion of Clark, seconded by Owings, the Board of Supervisors hereby orders that Egon W. Mueller, Judge of the Justice Court, Mariposa Judicial District, is discharged from any further accountability of the cases set forth in Exhibit "A" of his application for discharge dated June 8th, 1979, and direct Auditor to adjust any charge against said department and officer.

Resolution No. 79-111 passed and adopted, amendment to Resolution No. 75-150, regarding the Underground Utility District No. 1, on motion of Clark, seconded by Owings.

Resolution No. 79-112 passed and adopted, amendment to Resolution No. 79-001, regarding the Underground Utility District No. 1, on motion of Owings, seconded by Clark.

On motion of Owings, seconded by Weber, the minutes of the Board meeting of January 16, 1979, were amended to read as follows after the phrase - Acting as the Board of Directors of the Mariposa Downtown Parking Facility No. 1: "Resolution 75-150 was amended: County Counsel to draft resolution for Board's review and approval indicating a cutoff date of sixty days hence for removal of PG&E utility poles and guy wires by customers in the Parking District in order that underground service can be installed. Ayes: Dalton, Erickson, Weber, Owings. Absent: Clark."

On motion of Owings, seconded by Clark, Chairman reauthorized to sign the right-of-entry agreement with Yosemite West Associates, Inc. for right to enter a certain portion of property for purpose of drilling a well in accordance with minutes of January 9, 1979.

On motion of Weber, seconded by Owings, legal defense will be provided by the County of Mariposa for all individuals requiring and requesting such in the Standen, et al. vs. County of Mariposa, et al. case.

On motion of Clark, seconded by Owings, the Board went on record in opposition
to AB 518, which would require County Counsels to provide legal-aid type service to defaulting mortgagors.

On motion of Clark, seconded by Owings, the Board of Supervisors will not meet in Administrative Practices Session on Monday, July 2, 1979.

On motion of Owings, seconded by Clark, now that the June 19th Run-off election is over, the County Maintenance Department is instructed to proceed immediately working nights and weekends in order to do the previously discussed County Clerk's office renovation, with Supervisors Clark and Owings supervising and coordinating the work.

Chairman read letter from the Grand Jury dated June 26, 1979, regarding Probation Office request for an Assistant Chief Probation Officer.

On motion of Owings, seconded by Weber, the Board adjourned to an Executive Session on a personnel matter, to be followed with no action and immediate adjournment until the next regularly scheduled meeting, Tuesday, July 3, 1979, at 9:00 A.M.

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

ATTEST:

DONNA FAY MATLOCK
Acting Clerk of the Board