

1 MARIPOSA COUNTY RESOLUTION NO. 81-78
2 A RESOLUTION RECOGNIZING THE PIONEER WAGON TRAIN
AS AN OFFICIAL COUNTY-SPONSORED ACTIVITY

3 WHEREAS Mariposa County is the scene for a traditional event
4 known as the Pioneer Wagon Train Ride; and

5 WHEREAS the Board of Supervisors desires that Mariposa
6 County sponsor said event in view of its historical significance
7 to the County of Mariposa;

8 NOW THEREFORE it is resolved by the Board of Supervisors of
9 Mariposa County as follows:

10 1. The County of Mariposa shall sponsor the Pioneer Wagon
11 Train Ride event for 1981 as an official Mariposa County activity;

12 2. The County of Mariposa shall provide limited sponsorship
13 including such insurance coverage, police control and clearing of
14 the roadways as may be practical and reasonable under the circum-
15 stances;

16 3. The Bailment Agreement as amended and attached hereto as
17 Exhibit "A" is hereby approved by the Mariposa County Board of
18 Supervisors, and the Chairman is authorized to sign same on behalf
19 of Mariposa County.

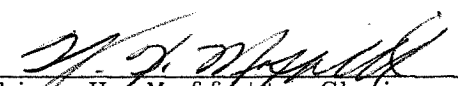
20 PASSED AND ADOPTED by the Board of Supervisors of Mariposa
21 County this 14th day of April, 1981, by the following vote:

22 AYES: Taber, Dalton, Moffitt, Erickerson, Clark

23 NOES: None

24 ABSENT: None

25 ABSTAINED: None

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27 William H. Moffitt, Chairman
28 Board of Supervisors

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ATTEST:

By: Patricia E. Roberts
ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER, County Counsel
4/16/81

BAILMENT AGREEMENT

EXHIBIT A

This agreement is by and between the National Park Service, U.S. Department of the Interior, at Yosemite National Park, hereinafter called "Park", and Mariposa County Chamber of Commerce, hereinafter called "Chamber".

The Park agrees to lend a certain stagecoach to the Chamber on June 12, 1981, under the following terms and conditions:

1. The parties hereto shall inspect the coach at Wawona before and after it is lent as described above.
2. The parties hereto agree that the replacement value of the coach is in the amount of Twelve Thousand Dollars (\$12,000.00).
3. The Chamber will be permitted to draw the coach from Wawona to Mariposa by a team of horses, but at the discretion of the Chamber, may transport the coach by truck or trailer for all or part of the distance.
4. The Chamber will return the coach to the Park on or before June 15, 1981.
5. The Chamber assumes liability for damage to or loss of the coach during the time the coach is in its bailment, and will cause insurance to be maintained to cover any such damage or loss to the coach.
6. The Chamber agrees that repair or replacement of any damage incurred during the said bailment shall be done at the Wagon Shop of the Park, at the expense of the Chamber.
7. If the coach is damaged, or not returned to the Park on or before June 15, 1981, the Chamber will agree to liquidate

damages to the Park in the amount of Forty Dollars (\$40.00) per day until the coach is repaired or returned, but not to exceed 33 days.

8. A Condition Precedent to the execution of this agreement is approval by the Mariposa County Board of Supervisors.

Superintendent,
Yosemite National Park

Mariposa Chamber of Commerce


Date

Approval:



Mariposa County Board of Supervisors

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



County Counsel 4/16/81