The Board of Supervisors of the County of Mariposa met this 15th day of July, 1975, with all members present.

The minutes of the Board of Supervisors meeting of July 8, 1975, were approved as mailed.

On motion of Long, seconded by Moffitt, the claim for damages of Virginia McLeod was denied.

The following claims were approved as presented:

Yosemite West Maintenance 984.80
Don Pedro I-M 2483.40
Contingent Fund 2014.49
Summer Youth Fund 206.05
Manpower Fund 386.28
P.S.E. Fund 98.99
S.A.P. Fund 353.12
Law Library 340.48
Road Fund 8538.35
General Claims 26757.53
Rec. & Parks Fund 1864.48
Mariposa Pines 99.45
Don Pedro Sewer 659.31
Yosemite Alpine 233.78

Scott Pinkerton was appointed by the Board as the County SARDA Coordinator, and Merle S. Gresham as the alternate, on motion of Long, seconded by Moffitt.

Phil Winkel, U.S. Forest Service, appeared and discussed the closure of the White Wolf camp.

Glen Power, Senior Assistance Project Director, appeared and discussed loading and unloading areas downtown for the ATAAP van.

On motion of Long, seconded by Moffitt, Rich Kerkling, Forbes Simpson, Verna Thompson and Herb Davis were appointed to the Assessment Appeal Board.

The 1975 Maid of Mariposa, Robin Menzies, was introduced to the Board.

Assemblyman Ken Maddy, 30th Assembly District, appeared and discussed various matters.

Ernest Correa and Albert V. Rosa, Midpines Boosters Club, and Neal Van Winkle discussed a donation of property by Mr. Van Winkle to the Midpines Boosters Club.

On motion of Clark, seconded by Long, Peter Artero, Co. Surveyor was authorized to survey the property to be donated by Neal Van Winkle to the Midpines Boosters Club.

On motion of Long, seconded by Clark the Auditor was directed to pay Will Wyre the amount of $143 for Courthouse repairs. Ayes: Long, Clark. Noes: Moffitt, Richardson. Motion defeated.

The Auditor was directed to draw warrant in the amount of $143 to Will Wyre for completion of contract, courthouse repairs, on motion of Clark, seconded by Long.
On motion of Moffitt, seconded by Clark, property tax cancellation No. 687 was granted pursuant to Section 4986 (a) (2) and 5096 (b) Revenue and Taxation Code Provision, State of Calif., and No. 692 pursuant to Section 4986 (a) (2) Revenue and Taxation Code Provision, State of Calif.

Supervisor Clark was authorized to contact two electricians for proposals and then accept low proposal for cost of setting a service pole at Mariposa Sanitary Landfill Site, on motion of Long, seconded by Moffitt.

On motion of Moffitt, seconded by Clark, the Board set the salary for Acting Welfare Director at Range 28, Step A, retroactive to July 1, 1975.

On motion of Long, seconded by Moffitt, step raises were granted to Roger Stephens, Rd. Dept., Range 28, Step D, and Shirley Bass, Assessment Clerk, Range 17, Step H, both effective 8/1/75.

On motion of Richardson, seconded by Clark, Calvin R. Vincent, Niles O. Millar, Jr. and Stanley M. Dolezal were appointed Directors of the Yosemite Alpine Service District pursuant to Section 23520 of Election Code.

Chairman was authorized to sign Agreement with Albert Kahl for Architectural services for the jail extension, on motion of Clark, seconded by Moffitt. Ayes: Clark, Moffitt, Richardson. Noes: Long.

There being no further business, the Board adjourned to meet again in regular session on July 22, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board.
AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this 15th day of July, 1975, by and between the COUNTY OF MARIPOSA, hereinafter called "County"; and ALBERT W. KAHL, hereinafter called the "Architect".

WITNESSETH

WHEREAS, the County is a governmental entity existing under and by virtue of the laws of the State of California; and,

WHEREAS, Albert W. Kahl, the Project Architect, is a certified Architect holding a valid license under the provisions of Chapter 3 of Division 3 of the Business and Professions Code of the State of California; and,

WHEREAS, the County intends to construct an addition to the Mariposa County Jail at the present site of said jail.

NOW THEREFORE, the County and Architect, for the consideration hereinafter named, agree as follows:

ARTICLE I

FEE

1. That the Architect's fee for services shall be eight (8) percent of the approved preliminary cost estimate. No additional fees shall be paid by the County other than as specified herein.

ARTICLE II

ARCHITECT'S SERVICES

1. The Architect's Services: The Architect's professional services shall consist of the following:

(a) During all phases of the design and construction
of the project, the Architect shall be responsible for all
architectural and construction decisions.

(b) All necessary conferences, assistance in
site selection, and preparation of the site utilization plan;
preparation of schematic drawings and a project estimate based
thereon and obtain approval of said plans, estimates and draw-
ings by necessary public agencies.

(c) Architect shall be responsible for the pre-
paration and drafting of the Environmental Impact Report should
one be required for this project.

(d) Prepare preliminary design and related
documents which fix and describe the size and character of the
entire project as to structural, mechanical and electrical
systems, materials and related essentials; prepare an accurate
estimate of the cost of construction based thereon.

(e) Prepare, from the approved preliminary
design and estimate, the working drawings and specifications
and the related contract documents; prepare scale details re-
quired to delineate the working drawings, including the furnish-
ing of all mechanical, structural, electrical, communications
engineering and landscaping and sprinkler system required;
obtain approval of said working drawings, specifications and
details by necessary public agencies, and prepare a more
detailed estimate of project cost based upon the complete plans
and specifications, which estimate shall not exceed the prelim-
inary design estimate described in Article II, paragraph 1-c.

(f) Furnish forms for proposals and preparation
of advertisement for bids and notices to contractors; perform
services in connection with the securing of bids and the award
of the contract; checking shop and working drawings; issue
certificates of payment; verify construction accounts and
progress estimates; administer the work of construction; make
reports required by public agencies having jurisdiction; make
final inspection and report; assist in test or tune-up of equip-
ment. Said forms of proposals, advertisements, bids, and
notices to be in conformance with all requirements of the Calif-
ornia Office of Criminal Justice Planning (O.C.J.P.) and the
Law Enforcement Assistance Administration (L.E.A.A.).

(g) The Architect shall act as project representa-
tive in administration of the project.

(h) Architect shall have authority to reject
work which does not conform to the approved contract documents;
the Architect shall also have authority to recommend to the
County that the contractor stop work whenever in his reasonable
opinion it may be necessary for the proper performance of the
contract.

ARTICLE III

EXTRA SERVICES

1. If the Architect is caused extra drafting or
other expense due to changes or alternate bid proposals ordered
by the County, such as important changes to be made after a
scheme or detail has been approved by the County, he shall be
paid only on the basis of an hourly rate scheduled as follows
for such extra expenses and services involved at the rate of
Twelve Dollars ($12.00) per hour.

///
2. Work let on any cost-plus basis shall be the subject of a special charge in accordance with the special service required, such special charge to be determined by mutual consent of both parties.

3. If any work designed or specified by the Architect is abandoned or suspended at the request of the County, the Architect shall be paid for the service rendered on account of his direct costs incurred.

4. Should the County find it necessary to expend additional amounts on the project prior to final acceptance thereof as a result of errors or omissions by the Architect working from the approved drawings as set out in Article IV, 1(d), which cause the cost of additions or required changes to be greater than if they were included in the original contract, the Architect shall be responsible for and shall reimburse the County for such costs, or, in the alternative, such costs shall be deducted from his fees due under this contract.

ARTICLE IV
PAYMENTS

1. Payments to the Architect on account of the fee shall be made as follows, subject to the provisions of Article III above:

   (a) When the schematic drawings and estimates described in paragraph II, 1-b have been completed and approved, a progress payment equal to fifteen percent (15%) of eight percent (8%) of the approved preliminary cost estimate of the project.

///
(b) When preliminary drawings, renderings and preliminary estimates have been completed and approved as described in paragraph II, l-c, a progress payment equal to twenty percent (20%) of eight percent (8%) of the approved preliminary cost estimate of the project. The County may, at its option, authorize an increase in the preliminary design estimates over the schematic design level.

(c) When the working drawings have been developed to the extent of approximately fifty percent (50%) of completion, a progress payment shall be made. Said sum shall not be more than fifteen percent (15%) of eight percent (8%) of the approved preliminary cost estimate of the project.

(d) When the working drawing and specifications have been completed and approved by the County, a progress payment shall be made. Said sum shall not be more than twenty percent (20%) of eight percent (8%) of the approved preliminary cost estimate of the project.

(e) When a contract award has been made by the County for an amount not greater than the estimate based on the preliminary drawings, or, if the County has not advertised for bids within ninety (90) days after the plans and specifications have been completed and approved by the County, a progress payment bringing the amount paid to the Architect up to eighty percent (80%) of the eight percent (8%) due on this contract based on the approved preliminary estimate.

(f) During the execution of the construction contract, the County shall pay up to ten percent (10%) of eight percent (8%) of the approved preliminary cost estimate in monthly
increments proportional to the percent of completion of the construction project certified for the contractor's progress payments.

(g) After the contract for construction has been completed and upon the filing of the Notice of Completion, the final payment on account of the fee under this Article (but not including any amounts covered by the provisions of Article III) shall be paid to the Architect, this sum being ten percent (10%) of the approved preliminary cost estimate of the project as required to complete the remaining fee.

ARTICLE V

CONSTRUCTION COSTS

1. Construction costs to be used as a basis for determining the Architects fee for all work designed or specified by the Architect, including labor, materials and equipment shall be determined at the preliminary design stage estimate prepared by the Architect.

2. Construction costs do not include the fees of the Architect and consultants, land costs, right-of-way and other costs assumed by the County.

3. Labor furnished by the County for the project shall be included in the construction costs at current market rates. Materials and equipment furnished by the County shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the project.

4. If the lowest bona fide bid exceeds the preliminary design estimate established as the fixed limit of the contract cost provided as a condition of this agreement, the Architect
shall, without additional charge, modify or redesign the drawings and specifications as necessary to bring the construction cost within the preliminary design estimate. All revisions shall be specifically authorized and approved by the County.

ARTICLE VI

COMMENCEMENT OF WORK

The execution of this agreement shall constitute the Architect's authority to proceed immediately with the work described in paragraph (b) of Article II above. The Architect agrees to proceed with the work described in paragraph (c), (d), and (e) of said Article only upon written instructions from the County. The term of this agreement shall be for a period of eighteen (18) months, beginning on the date of the execution of this agreement.

ARTICLE VII

SURVEY, BORINGS AND TESTS

The County shall, so far as the work under this agreement may require, at its own expense, furnish the Architect with the following information:

1. A complete and accurate survey of the building site, giving the grades and lines of streets, pavements and adjoining properties.

2. The rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electrical service.

3. The County shall also pay for borings or test pits and for chemical, mechanical or other tests when required.

///
ARTICLE VIII
ADMINISTRATION

The Architect will endeavor to guard the County against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts.

The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, and programs in connection with the work, and he shall not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

ARTICLE IX
OWNERSHIP OF DOCUMENTS

The drawings and specifications as instruments of service are to be the property of the County.

ARTICLE X
TERMINATION OF AGREEMENT

1. This agreement may be terminated by either party upon fifteen (15) days written notice to the other party.

2. In the event of such termination, the County shall pay to the Architect as full payment for all services performed and all expense incurred under this agreement an amount which bears the same ratio to the total fee otherwise payable under the agreement, plus any sums due the Architect for extra services described under Article III herein. There shall be deducted from such amount, however, all payments theretofore made by the County under this agreement to the Architect. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, considerations shall be given to
both complete work and work in progress of completion and to
delivered to the County or in the possession of the Architect.
For purposes of determining the ratio the services actually
rendered bear to total services necessary for the full performance
of this agreement the divisions of the work as defined in Article
II hereof shall have the following value:

(a) Schematic drawings and estimate ... 15%
(b) Preliminary drawings and preliminary
estimate ... ... ... ... ... ... ... ... ... ... 20%
(c) Working Drawings 50% Complete ... ... 15%
(d) Working Drawings & Specifications
complete ... ... ... ... ... ... ... ... ... ... 20%
(e) Award of Contract (80% total due) ... 10%
(f) Supervision of Construction ... ... ... ... 10%
(g) Upon Filing of the Notice of
Completion ... ... ... ... ... ... ... ... ... ... 10%

3. If, upon payment of the amount required to be
paid under this Article following the termination of this
agreement, the County thereafter should determine to complete
the original project or substantially the same project, the
County, or his authorized agent, for such purpose shall have
the privilege of utilizing any completed contract documents
prepared under this agreement by the Architect.

ARTICLE XI

MISCELLANEOUS PROVISIONS

1. It is agreed and understood by and between the
parties hereto that no additional work shall be done by said
Architect on this project beyond the schematic and beyond the
preliminary drawings without first obtaining prior written approval of the Board of Supervisors of the County of Mariposa.

It is further understood and agreed that the Board shall designate a representative for this contract and project who shall serve as liaison between the Architect and the County.

2. It is further understood and agreed that the County has applied for a grant of funds and has received approval thereof from the California Office of Criminal Justice Planning under Section 301 (b) of the Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) which authorizes the work to be done pursuant to this contract and the Architect agrees to do and perform all services requested hereunder in such a manner as to comply with all laws, rules and regulations relating to said grant to the end that the County will receive the maximum allowable under said grant the balance thereof to be paid in cash by the County.

3. Approval by State and Federal Government. Notwithstanding any other provision of this contract, County shall incur no liability to make any payment to Architect under this agreement or to make any payment to Architect by virtue of the performance by Architect of any services specified therein unless and until the Architect is notified in writing by the County that the State and Federal Government have (1) approved this contract and (2) included the proposed expenditures thereunder by the County within a project budget that has been approved by the State and Federal Governments pursuant to the contract grant entered into between the County and the California Office of Criminal Justice Planning.
4. Interest of Officers and Employees of County and Others. No officer or employee of the County and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly, or indirectly, interested; nor shall any such officer or employee of the County or public official of the governing body of the locality or localities in which the project is situated or being situated or being carried out, have any interest, direct or indirect, in this contract or the proceeds thereof.

5. Interest of Architect. Architect covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Architect further covenants that in the performance of this contract no person having any such interest shall be employed.

6. Architect - Independent Contractor: It is understood and agreed that all work and services to be performed by the Architect pursuant to the terms and provisions of this agreement shall be done and performed by the Architect as an "Independent Contractor," said terms as defined by the laws of the State of California. The Architect, his employees, agents, servants and permitted assigns are not, and shall not be construed to be, the agents, servants, or employees of the County or any other agency named in this agreement.
7. Incorporation of Standard Third Party Contract

Provisions: Attached hereto and marked Exhibit "A" are Standard Third Party Contract Provisions which said Exhibit "A" and all thereof are by reference hereby incorporated into and made a part of this agreement as if duly set forth in full herein. The words "Contractor" and "Subgrantee" as used in said Exhibit "A" shall mean "Architect" and "County" respectively.

8. Alterations or Variations of Contract. It is mutually understood and agreed that no alterations or variations of the terms of this contract shall be valid unless made in writing signed by each of the parties hereto and no oral understandings or agreements not incorporated herein shall be binding on any of the parties hereto and any variations or alterations hereof shall first be approved by the California Office of Criminal Justice Planning.

ARTICLE XII

SUCCESSORS AND ASSIGNMENTS

The County and the Architect each binds himself, his partners, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the County nor the Architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed by their duly authorized officers as of the day and year first written above.

///

///
ATTEST:

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

COUNTY OF MARIPOSA

by TOM R. RICHARDSON,
TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ARCHITECT

by ALBERT W. KAHLE
ALBERT W. KAHLE
BOARD OF SUPERVISORS

July 20, 1976

The Board of Supervisors of the County of Mariposa met this 20th day of July, 1976 with Supervisors Clark, Dalton, Long and Richardson present. Supervisor Moffitt excused due to illness.

The Board minutes of July 13, 1976 were approved as corrected and published.

Peter Artero, Road Commissioner, discussed road matters. On motion of Long, seconded by Dalton, Res. 76-74, was passed and adopted, setting the rate for reimbursable work performed by the Road Dept.

On motion of Long, seconded by Dalton, the Chairman was authorized to sign Agreement with E. R. Cummins Construction Company for jail extension and improvements.

John Rotondo, Mariposa County Employment & Training Office Director, discussed subgrants for Title I and Title II monies. On motion of Long, seconded by Clark, Res. 76-75, was passed and adopted, authorizing the Chairman and John Rotondo to sign and execute subgrant for and on behalf of the County with the State.

Walter Curtis, Associate Transportation Engineer CALTRANS, presented a report of account on Transportation Planning Work Program.

John Rotondo, Solid Waste Director, discussed several matters.

The Board of Supervisors acting as the Board of Directors of the Mariposa County Air Pollution Control District passed and adopted Res. No. 76-1, stating that it is necessary for the preservation of the public health, etc., for the Mariposa Sanitary Landfill Site to be burned, on motion of Long, seconded by Clark.

The Chairman was authorized to sign agreement between the County and the State for child care services, on motion of Clark, seconded by Dalton.

On motion of Clark, seconded by Dalton, Chairman was authorized to sign contract for Auditing Services between the State Board of Equalization and the County, regarding auditor and appraisal personnel for property taxation.

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

On motion of Clark, seconded by Long, Tax Cancellation Nos. 818 through 828, were granted pursuant to R & T Code, Section 4986 (b).

On motion of Long, seconded by Clark, the following Tax Cancellations were granted: Nos. 829, 831, 832, 833, 834 and 835, pursuant to R & T Code, Sec. 4986 (a)(2); No. 830, pursuant to R & T Code, sec. 275-C; No. 835, pursuant to R & T Code, Sec. 4986 (a)(1) and No. 837, pursuant to R & T Code, Sec. 4986 (a)(4).

On motion of Long, seconded by Clark, the bill of W. K. Thomas, Veterinarian, was approved in the amount of $50.00.

Res. No. 76-76, was passed and adopted, amending Salary Res. 76-68, by eliminating 1 Appraiser III, Range 32, and adding 1 Appraiser II, Range 29; and elevating the range of Assistant Civil Engineer from Range 28 to Range 30, on motion of Long, seconded by Clark.

On motion of Long, seconded by Clark, the Assessor's request for an Appraiser I was denied. Ayes: Clark, Long, Richardson. No: Dalton. Absent: Moffitt.

On motion of Long, seconded by Clark, the step raise of Donna Matlock, Chief Deputy Clerk, to Step D, Range 20, effective 7/1/76, was granted upon recommendation of department head.
Planning Commission Chairman, Bruce Jacobs, appeared regarding raise of Commission Secretary's salary. On motion of Long, seconded by Clark, the step raise of John Faust, to Step D, Range 17, was granted, retroactive of June 1, 1976.

On motion of Long, seconded by Clark, the County Counsel was directed to draft an ordinance restricting land divisions in Hunters Valley to parcels of 40 acres or more.

County Counsel is to write a letter to James R. Hanhart, Attorney for owner and manager of Milburn Mine, acknowledging receipt of his letter of June 29, 1976 and stating that the County will hold the owners harmless for any damage that might accrue while water test operations are being conducted.

The Chairman directs the County Counsel to seek additional estimates for tree removal near the Mariposa-Yosemite Airport.

On motion of Dalton, seconded by Clark, the ERC-TAC Committee and the Water Study Committee are to file Conflict of Interest Codes. Ayes: Clark, Dalton, Richardson. No: Long Absent: Moffitt.

The time being 2:30 p.m. the public hearing on the Negative Declaration regarding the proposed Mobile Home Overlay Zoning Ordinance opened and discussion was held. On motion of Long, seconded by Clark, the Negative Declaration was accepted with the finding that the project would not have a significant effect on the environment, pursuant to California Environmental Quality Act, Title 14, Section 15083.

The Clerk was directed to advise the Merced County Librarian, Miss Doris Cochran, Mrs. Dorothy Gibson and Barbara Saye, County Auditor, that the Board is considering extending the Mariposa County Library hours, an hour a day. Library to be open from 1 p.m. til 6 p.m., Tuesday through Saturday, effective September 1, 1976.

On motion of Long, seconded by Clark, the following travel requests were granted: Chauncey Haynes, D. A. office, Training Seminar, Merced, 7/22/76; Ralph J. Campbell, District Attorney, Part 2 of Basic Prosecutors Course, Modesto, 7/30-31/76.

Supervisor Frank Long excused himself from the meeting.

On motion of Richardson, seconded by Clark, Ord. No. 425, Planned Development, was passed and adopted having been previously presented. Ayes: Clark, Dalton, Richardson. Absent: Long, Moffitt.

Supervisor Long returned to the meeting.

The Board of Supervisors meeting as the Board of Directors of the Yosemite West Maintenance District discussed proposed encroachment permit resolution. On motion of Long, seconded by Clark, Maintenance District Res. 75-12, was passed and adopted with amendment eliminating the word 'platform' and adding 'facility approved by the Yosemite West Maintenance District Engineer'.

On motion of Clark, seconded by Long, the Negative Declaration on the Avigation Basement, was accepted with the finding that the project would not have a significant effect on the environment, pursuant to California Environmental Quality Act, Title 14, Section 15083.

On motion of Long, seconded by Clark, upon recommendation of department head the following step raise was granted: Roger Stephens, Range 30, Step D, effective 8/1/76.

On motion of Long, seconded by Clark, the Planning Commission is authorized to direct the administration and monitoring of the "701", Comprehensive Planning Technical Assistance Grant.
On motion of Long, seconded by Dalton, the Board approves the Claim of CSAC for technical, information, research, advisory and legislative services for fiscal year '76-'77, in the amount of $1,338.

On motion of Long, seconded by Clark, the Clerk was directed to write a letter to Assemblyman Maddy and Senator Zenovich expressing the Board's opposition to AB 301 (Keysor), relating to peace officers, and asking them to convey the Board's views to the Senate Conference Committee members. Ayes: Clark, Long, Richardson. Abstain: Dalton.

There being no further business the Board adjourned to meet again in regular session, Tuesday, July 27, 1976 at 10:00 a.m.

ATTEST:

TOM R. RICHARDSON, Chairman Pro Tem
Board of Supervisors

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

THIS AGREEMENT, made and entered into this 20th day of July, 1976 by and between the County of Mariposa, hereinafter called the OWNER, and E. R. Cummins Construction Company, hereinafter called the CONTRACTOR.

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

STATEMENT OF WORK: The CONTRACTOR shall furnish all labor and materials and perform all work for General Construction of Type 1, concrete and masonry additions and certain alteration work to the Mariposa County Jail, Mariposa, California, in strict conformance with Drawings 1 through 3, S1 through S4, P1 and P2, M1, E1, and Specifications, all dated January 2, 1976; Addendum No. 1 dated March 31, 1976; Addendum No. 2 and Drawing R-100 dated May 25, 1976.

The complete Contract consists of the following documents: This Agreement, the documents listed in Paragraph 1.1.1 of the General Conditions, Special Conditions, the Notice to Contractors, Instructions to Bidders, the Accepted Bid, Notice of Award, Bidders List of Subcontractors, Wage Scale, Faithful Performance Bond, Contractors 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: The OWNER will pay and the CONTRACTOR will accept in full consideration for the performance of the Contract the sum of ONE HUNDRED SIXTY THOUSAND THREE HUNDRED EIGHTEEN and 00/100 DOLLARS ($160,318.00). (Base Bid No. 1 ($149,873) plus Alternate "B" ($10,445).

TIME FOR COMPLETION shall be one hundred eighty (180) calendar days from date of notice to proceed.

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

On or about the tenth day of each month, with Architect'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.
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.

ATTEST:

_ s/ ELLEN BRONSON_

ELLEN BRONSON, County Clerk &
Ex-Officio Clerk of the Board

Signed: Mariposa, Ca - July 26, 1976

COUNTY OF MARIPOSA

By _s/ TOM R. RICHARDSON_

TOM R. RICHARDSON, Chairman
Title Pro Tem, Board of Supervisors

E. R. CUMMINS CONST. CO.
Contractor
P. O. Box 249, Yreka, Calif.
Address

s/ EARL R. CUMMINS

By

Title

Owner
CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Mariposa (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 1977, will furnish personnel to make postaudits of property of assesseees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $ . The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 20 day of July, 1976.

COUNTY OF Mariposa
Address P.O. Box 247

Tom R. Richardson, Chairman
Title Pro Tem

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

Executive Secretary
STANDARD AGREEMENT — APPROVED BY

THIS AGREEMENT, made and entered into this ____, day of __________, 1976
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITeLE OF OFFICER ACTING FOR STATE
Wilson Riles

AGENCY
Department of Education

NUMBER

Mariposa County Department of Public Social Services

TITeLE OF OFFICER ACTING FOR CONTRACTOR

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

For each service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

This agreement is entered into by the State Department of Education, hereinafter referred to as Education, and the County Public Social Service agencies hereinafter referred to as County (Contractor), for the purpose of providing for the care and development of children pursuant to the California Child Development Act of 1972, Division 12.5 of the Education Code, and Part 2 of Division 9 of the Welfare and Institutions Code.

This Agreement is entered into in accordance with provisions of:

Chapter II, Title 45, Code of Federal Regulations, Part 226 - Social Service Programs for Individuals and Families: Title XX of the Social Security Act; California Comprehensive regulations of State Departments of Health and Education; and such other federal and state regulations which may apply.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

Department of Education

Contractor:

Mariposa Co. Dept. of Public Social Services

By

Superintendent of Public Instruction

CONTINUED ON — SHEETS, EACH Bearing NAME OF CONTRACTOR

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE

$0.00

APPROPRIATION

FUND

CHENVENOMBALB EJANCE

ITEM

CHAPTER

STATUTES

FISCAL YEAR

INCREASED EXCASON

FUNCTION

AJD. DECREASING EXCASON

LIMIT EXCASON ALLED.

Hereby certify that such data are true and correct and that the statements contained are complete and contain no errors.

SIGNATURE OF ACCOUNTING OFFICER

Hereby certify that the contracts and agreements as noted in the above outline do not exceed the limits of the fund and have been approved by the Department of Finance.

SIGNATURE OF EXECUTIVE OFFICER ON BEHALF OF THE AGENCY

Page 1 of 3
DEFINITIONS

As used in this Agreement:


2. Current Aid Recipient refers to a child or parent who is currently receiving Aid to Families with Dependent Children (AFDC) cash grant benefits, or Supplemental Security Income (SSI); or State Supplemental Program (SSP) because of blindness, disability, or old age.

3. Income Eligibles is a group eligible for child care on the basis of family size and gross monthly income before any mandatory or voluntary deductions. The group is further defined pursuant to the Comprehensive Annual Services Plan, July 1, 1976 - June 30, 1977, published by the State Department of Health and the fee schedule, published by the State Department of Education.

   The following families do not pay a fee (1) current recipients of a cash grant (public assistance) and (2) income eligibles whose annual gross income for a family of four does not exceed $7,404.00 ($537.00 per month). A fee schedule applies to all child care services provided.

4. Certified Child means a child who is determined eligible to receive federally subsidized child care.

5. Child Care Services means a comprehensive and coordinated system of social services for prekindergarten and school-age children, aged 14 years or less. Child care may be provided for any portion of the day, not to exceed 10 hours per 24-hour period, except under unusual circumstances. Under no circumstances shall care be provided in excess of 23 hours per 24-hour period. Such services are those activities which provide child care for a child in a variety of full- and part-time child care delivery systems approved pursuant to Division 12.5 of the Education Code, licensed pursuant to Section 1310 of the Health and Safety Code or accredited pursuant to Section 16725 of the Education Code. These child care delivery systems include public and private children's centers, group child care homes, family day care home and in-home care.
6. Child Care Facility means any facility providing services for the care of children less than 24 hours a day as covered by this Agreement and meeting FIDCR and state licensing standards.

7. Direct Operational Costs includes such costs as space costs, utilities, insurance, supplies, food and the staff who provide care to the children in a group child care facility when the county is directly responsible for these costs. A supplementary application for a Child Development Program and an annual report of expenditures in accordance with the expense account classifications of the California School Accounting Manual will be required as a supplement to this Agreement for directly operated group child care programs.

PROVISIONS

1. This Agreement is effective from July 1, 1976 through June 30, 1977, contingent upon continued availability of state and federal funding. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

2. Child Care Services, pursuant to Division 12.5 of the Education Code, shall be provided, as defined, for eligible children of families who qualify for reimbursement under Federal Social Service Regulations and the California Comprehensive Annual Services Program Plan. Such services must meet the objective of providing care in one of the child care delivery systems cited in this Agreement for children whose parents are employed, in training, seeking employment, or otherwise unable to care for their children.

3. Child Care Services provided pursuant to this Agreement shall be available to all eligible children regardless of sex, race, religion, or ethnic background and no such program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any private sectarian school system.

4. County will determine, verify, and document eligibility and service needs for families and individuals applying for child care services in accordance with the California Comprehensive Annual Services Program Plan, the concomitant State Regulations, and with provisions outlined in this Agreement.

5. County will collect fees from those eligible parents who are not current recipients, and whose gross income is on the fee schedule published by Education. Records of all fees collected from individual families will be maintained.
6. County will assure that child care service programs are in compliance with applicable federal, state, and local regulations and standards. Education retains the right to monitor and to request additional reports on the child care services being provided pursuant to this Agreement.

7. Maximum reimbursable amount of this Agreement shall not exceed $2,000. Reimbursement for services purchased under this Agreement will be (a) on a child-hour attendance basis pursuant to Education Code Section 16780 and the 1976 State Budget Act; and (b) based on the costs directly attributable to such child care services as defined within the provisions of this Agreement. Reimbursement shall not exceed the actual cost incurred for an eligible child up to the legal maximum.

8. County will report the total of actual costs incurred under this Agreement as required by Education, will maintain a current list of certified children, family public assistance identification numbers, the number of days and number of hours each child was enrolled in each type of child care delivery system cited in this Agreement for each month and other related data as required by Education.

9. For purposes of determining the number of days counted for each certified child enrolled in a program, verified absence on account of illness or quarantine will be considered to be regular attendance.

10. Within fifteen (15) days following the end of each quarter, County shall submit a claim provided by Education for all reimbursable expenditures incurred in the preceding quarter. Education shall pay an amount not to exceed the contract amount to the county, as provided in Education Code Section 16780 and the 1976 Budget Act, unless Education determines that the amount claimed is not in accordance with the provisions of this Agreement. Payment by Education shall not preclude a subsequent determination that all or a portion of such claim was not allowable. Repayment after billing for unallowed claim is required within 45 days after billing date.

11. County is required to have a financial audit submitted to Education by September 15, 1977 on the child care services provided by the County per this Agreement. An audit by the county auditor is acceptable.

12. Costs allowable for reimbursement will be in accordance with the provisions of the following U.S. Department of Health, Education and Welfare documents in addition to applicable State regulations and statutes:
OASC-5


OASC-6


OASC-8


These documents will be used to implement General Services Administration, Office of Federal Management Circular No. 74-4, which provides principles and standards for determining costs applicable to grants and contracts with state and local government agencies. Should the U.S. Department of Health, Education and Welfare revise Federal Regulations regarding the purchase of services, this Agreement may be re-negotiated in accordance with the revisions of the regulations when they are issued.

13. Child Care administrative costs shall be reimbursed in accordance with the provisions of the transmittal letter, form CD-7000, attached to this Agreement.
DIRECTORY AND SITE DATA

Mrs. Lois Lewis
Director, County Public Social Service Agency
Mailing Address: P.O. Box 7 - Nenana
5126 Highway 4th North - Nenana
95323 (209) 966-2609
Address: Street City Zip Telephone

Mr. William Meffitt
Chairman, Board of Supervisors
Mailing address:
Chair of Nenana Co. Clerk - Nenana
95370 (209) 966-2855
Address: Street City Zip Telephone

Mrs. Barbara Raye, Nenana Co. Auditor
Fiscal Contact Person
( ) Telephone

Child Care Services Contact

If County Public Social Service Agency operates or will operate group child care programs, please provide the site data below.
None

1)
Name of Child Care Facility
Address: Street City Zip
Name of Program Director Telephone

2)
Name of Child Care Facility
Address: Street City Zip
Name of Program Director Telephone
1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin or physical handicap. The Contractor 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, age, or 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 Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions to this Fair Employment Practices section.

2. The Contractor 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 Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1425, 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 Contractor 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 Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age..." (Labor Code Section 1420.1)
EXHIBIT B

TITILE 5  AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS
(Registe 74, No. 16-4-2041)

CHAPTER 4. AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

Detailed Analysis

Section
33. Findings of Fact
31. Policy
32. Statement of Intent
33. Definitions
34. Development and Implementation of Programs
35. Responsibility of Department
36. Responsibility of County Superintendent of Schools

39. Findings of Fact. The State Board of Education finds and hereby declares that:

(a) In general, California school districts employ a disproportionately low number of racial and ethnic minority teachers and a disproportionately low number of women and members of racial and ethnic minorities in administrative positions.

(b) There is a close correlation between the school assignment of pupils and the school assignment of professional staff of the same racial and ethnic minority groups, i.e., minority staff members tend to be concentrated in ethnically imbalanced schools.

(c) It is educationally sound for the minority student attending a racially imbalanced school to have available to him the positive image provided by minority teacher, counselor, and administrator. It is likewise educationally sound for the "child from the minority group to have positive experiences with minority people which can be provided, in part, by having minority teachers, counselors, and administrators at schools where the enrollment is largely made up of majority-group students. It is also educationally important for students to observe that women as well as men can assume responsible and diverse roles in society.

(d) Past efforts to promote additional action in the recruitment, employment, and promotion of women and minorities have not resulted in a substantial increase in employment opportunities for such persons.

(e) Lessons concerning democratic principles and the richness which racial diversity brings to our national heritage can be best taught by the presence of students of mixed races and ethnic groups working toward a common goal.

(f) In order for school districts and offices of county superintendents of schools to increase representation of women and racial and ethnic minority group staff members, there should be policy direction from the State Board of Education which requires such agencies to adopt and implement affirmative action employment plans.

NOTE: Authority cited: Section 192, Education Code; California Fair Employment Practices Act (Sections 1400.60 through 1422.8), Civil Rights Act of 1866 (42 U.S.C. 1964(d)-2000(e)-135), Title 29, Code of Federal Regulations (Sections 76.1-70.18), Presidential Executive Order 11246, as amended by Executive Order 11575, and the California Code of Fair Practices.

History: New Chapter 4 (§ 20 through § 36) filed 4-17-74, effective thirtieth day thereafter (Register 74, No. 16).
The Board of Supervisors of the County of Mariposa met this 22nd day of July, 1975 with all members present.

The minutes of the Board of Supervisors meeting of July 15, 1975 were approved as mailed.

The Chairman introduced the Supervisor for District II, Eugene Dalton, Jr., appointed by Governor Brown on July 18, 1975.

Peter Artero, Road Dept., discussed Yosemite West water problems with the Board.

On motion of Moffitt, seconded by Long, the bill for rental of a water truck for the dump fire in the amount of $156.00 was approved.

"Red" Moldenhauer and Orrin Bennett appeared and discussed the Coulterville Project. On motion of Moffitt, seconded by Clark the previous direction to the County Counsel to hire a well testing firm was rescinded. Res. 75-105 was passed and adopted, authorizing CH2M Hill to submit plan of study to the State Department of Water Quality Control, on motion of Long, seconded by Moffitt.

John Thomson appeared and discussed the Air Pollution Control Board subvention application and engineering contract. On motion of Long, seconded by Moffitt, the Board authorized Tom Richardson, Coordinating Council Member, to sign the Agreement or letter of memorandum with Earl Witticom, Engineer, for engineering work for the Mountain Counties Air Basin.

John Rotondo appeared and discussed Mariposa County Manpower Program matters.

Co. Counsel was directed to write a letter to Northern Calif. Employment Data and Research in regards to new way of establishing the unemployment rate, which appears to give Mariposa County the lowest rate of unemployment in five years, on motion of Long, seconded by Moffitt.

Travel requests were granted to John Rotondo and Richard Bagley Parks & Rec. Dept., to attend Co. Parks and Recreation Directors meeting, Monterey, July 24 & 25, 1975; Barbara Saye, Auditor-Recorder Madera, July 25, 1975, Auditors' meeting; Herbert Heider, Assessor's office, Stockton, 7/28 through 8/1/75, Annual Training Session; Donna Matlock, 7/23/75, MCAG Merced, regarding census; on motion of Moffitt, seconded by Clark.

Cruz Saucedo, Merced College Stadium '76 fund raising committee member, appeared and discussed donation for the Stadium '76 project.

Elmer Lorenzi, Lorenzi-Masasso Insurance Agency, appeared and discussed insurance matters with the Board.

Mark Linder, Area Representative, Farm Bureau Federation, was introduced to the Board.

On motion of Long, seconded by Moffitt, the Board authorized Supervisor Clark to order materials to repair pads on D-8 at the Sanitary Landfill Site, not to exceed $300.

Co. Counsel was authorized to accumulate vacation time up to 45 days, on motion of Long, seconded by Moffitt.
The Board of Supervisors met as the Grievance Hearing Board to hear a motion for continuance of grievance hearing. Richard S. Gimblin, counsel for Harvey F. Tomlinson, Bruce Eckerson, counsel for the Sheriff's Department and Roy Wolfe, counsel for the Hearing Board were present. Counsel for Harvey F. Tomlinson stated his motion for continuance. Counsel argued the motion. The Board was polled and by unanimous vote denied the motion on the grounds that there was no request for a definite date of continuance and no basis for continuance.

John Simonet, and Robert Gaffney, I.D.S. Life Insurance Company, appeared and discussed life insurance matters with the Board. They were directed to the Public Employees' Association.

On motion of Moffitt, seconded by Long, property tax cancellation Nos. 693 - 696 were granted pursuant to Section 4986 (a) (2) Revenue and Taxation Code, and Nos. 697 - 700 were granted pursuant to Section 4986 (2) Revenue and Taxation Code.

On motion of Long, seconded by Moffitt, premiums for the County's insurance presented by Lorenzi - Masasso Agency, Inc. were accepted for payment.

On motion of Long, seconded by Clark, the Board approved in concept the overall work program submitted by Merced County Assoc. of Governments. Ayes: Clark, Dalton, Long, Richardson. Noes: Moffitt.

The Board authorized Peter Artero to seal the open wells in Yosemite West, within the buget, to make them safe, on motion of Long, seconded by Moffitt.

On motion of Dalton, seconded by Long, the Board directed Co. Counsel to contact Yosemite West property owners who have open wells on their property.

On motion of Long, seconded by Moffitt, step raises were granted to Mrs. Lynn Brandauer and Mrs. Helen Spencer, School Dept., Range 15, Step F, effective July 16, 1975.

Board of Supervisors regretfully goes on record in favor of condemnation of property for Mariposa-Yosemite Airport avigation easement. On motion of Clark, seconded by Moffitt, the Board of Supervisors directed Co. Counsel to explore all possibilities in regard to condemnation. Ayes: Clark, Dalton, Moffitt Richardson. Noes: Long.

The Board adjourned to continue its meeting at 7:45 p.m. at the Mariposa High School auditorium.

The Board of Supervisors met in a continued Board meeting convening at 7:35 p.m. at the Mariposa High School auditorium with all members present. A Public Hearing on the Mariposa Co. Seismic Safety Element was held with a short presentation given by Supervisor Moffitt. At 8:00 p.m. the Public Hearing on the proposed Major-Minor Subdivision Ordinance was held. After much discussion, the hearing was closed at approximately 9:45 p.m.

The Board adjourned to meet again on July 30, 1975 to meet as the Board of Supervisors and the Personnel Grievance Hearing Board.

ATTEST:

TOM R. RICHARDSON, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 27th day of July with all members present.

The minutes of the meeting of July 20, 1976 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters. On motion of Long, seconded by Dalton, the Road Commissioner was authorized to advertise to sell used equipment at the road department, bids to be opened on Tuesday, August 24, 1976 at 10:30 a.m.

The Board met as the Board of Directors of the Yosemite West Maint. District. On motion of Richardson, seconded by Dalton, installation of 40 feet of 18 inch drainage pipe on the Huizenga property in Yosemite West Subdivision was authorized. Ayes: Clark Dalton, Long, Richardson. Noes: Moffitt.

Claude May, Mental Health Director, and Dolores Jacobs, Mental Health Advisory Board Chairman, discussed matters regarding the Mental Health Program. On motion of Long, seconded by Clark, Res. 76-77 was passed and adopted, approving the Alcohol Program Budget and designating Mental Health Services of Mariposa County as the provider and Kingsview as the contracting agent.

On motion of Richardson, seconded by Clark, the Board accepted the following proposals from the Mental Health Advisory Board:
1. The Local Program be augmented by $25,000; 2. The Alcohol Program be augmented by an additional $5,000; increased allocation to the local program would support expansion in children's services and family therapy, community education, consultation and referral services and services to the aging; the increased allocation to the Alcohol Program will be used to develop contract services of residential detoxification and rehabilitation services.

John Thomson, Sanitarian, discussed a proposed Coulterville Service Area Sewerage Connection Ordinance. Chairman directed County Counsel to review.

Doris Cochran, Merced County Librarian, discussed extending the hours of the Mariposa Branch Library. On motion of Richardson, seconded by Clark the Mariposa Branch Library will be open from 1:00 p.m. to 6:00 p.m. effective August 31, 1976.

On motion of Long, seconded by Clark, Chairman was authorized to sign the annual agreement with Merced County for Sealer of Weights and Measures.

On motion of Long, seconded by Clark, Res. 76-78 was passed and adopted consolidating the Mariposa County Unified School District election with the November General Election to be held November 2, 1976.

Chairman was authorized to sign the annual agreement with Merced County and Rex Lyndall, Agriculture Commissioner, for the "1080" Program for squirrel poisoning, on motion of Long, seconded by Richardson.

On motion of Clark, seconded by Richardson, the Board met in executive session to interview the Veterans' Service Officer applicants and reconvened in regular session.
On motion of Dalton, seconded by Clark, Chairman was authorized to sign Endorsement deleting automobile physical damage from liability policy.

The Board met as the Board of Directors of the Local Transportation Commission. Res. 76-1 was passed and adopted, approving accounting by CALTRANS for the 1976-77 Fiscal Year Transportation Plan Work Program, on motion of Long, seconded by Dalton.

On motion of Clark, seconded by Dalton, Tax Cancellation No. 838-847 were approved pursuant to Section 4986 (a) (2) of the Revenue and Taxation Code; No. 848-850, pursuant to Section 4986(a) (4) of the R & T Code; No. 851, pursuant to Section 4986 (b) of the R & T Code; No. 852, pursuant to Section 275-C of the R & T Code; No. 853 and 854 pursuant to Section 273.5 (a) of the R & T Code.

On motion of Clark, seconded by Dalton, the Board hired Glenn Power as Veteran's Service Officer, range 19, step A, effective August 1, 1976.

Res. 76-79 was passed and adopted, amending Res. 76-68, Salary Resolution, increasing hourly rate to $5.25 for Squirrel Poisoning, Weights and Measures, House Numbering, on motion of Long, seconded by Richardson.

The Clerk was directed to write a letter to Sen. Zenovich, advising him that the Board has no position on AB 2222, which reforms the Williamson Act by providing more state subvention funds for counties threatened by urban development.

On motion of Long, seconded by Dalton. Ord. 426. was passed and adopted, amending Ord. 423, to correct a typographical error.

On motion of Clark, seconded by Richardson, Ord. 427 was passed and adopted, amending Ord. 421, to correct a typographical error.

Chairman was authorized to sign Notice of Condemnation of a portion of Chowchilla Mtn. Rd. and to mail said notice pursuant to Code of Civil Procedure Section 1240.030 and to set a hearing date of August 17, 1976, on motion of Richardson, seconded by Clark.

On motion of Richardson, seconded by Long, the following travel requests were granted: Richard S. Begley, Dir. of Parks & Rec. to CSAC Parks and Rec. Dir. meeting 7/29-30/76, Tiburon; Arlin Baldwin, Welfare Dept., Area-wide licensing meeting, Fresno, 7/30/76; Bruce Eckerson, County Counsel, and Jack Owen, Assessor, to Sacramento, State Board of Equalization, 7/28/76.

On motion of Dalton, seconded by Clark, the proposal of Televideo Engineering Associates for removal of trees in the Mariposa Airport Runway Path, in the amount of $2,425.00 was accepted.

On motion of Dalton, seconded by Long, County Counsel was directed to file an action to enjoin a violation of Ord. 180, regarding operation of a commercial establishment within a residential zone.

There being no further business, the Board adjourned to meet again in regular session on August, 3, 1976 at 10:00 a.m.

ATTEST:

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk & Ex-
Officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 30th day of July, 1975 at 9:00 a.m., as the Personnel Grievance Hearing Board, with all members present.

On motion of Moffitt, seconded by Clark, all witnesses were excluded from the hearing.

Paul E. Paige, Sheriff, present represented by J. B. Eckerson, County Counsel. Harvey F. Tomlinson present represented by Richard S. Gimblin, attorney at law. Board of Supervisors represented by Roy E. Wolfe, County Counsel of Madera County.

Claude A. Richards, also known as Pelk Richards, Deputy Sheriff, was sworn and testified.

Sheriff Dept.'s, exhibit No. 1 - "Diagram of Lake McClure Recreation Area drawn by Deputy Richards", was marked for identification.

Recess at 10:15 a.m. Hearing Board reconvened at 10:25 a.m.

The following persons were sworn and testified: Peter Diaz, Kenneth W. Torres, Arthur Donald Diaz, Jr. and Mrs. Juanita Diaz.

Recess at 11:15 a.m. The Hearing Board reconvened at 11:25 a.m.

Sheriff Dept.'s exhibit No. 1 was admitted into evidence, Jack Gould, Undersheriff, was sworn and testified.

The following Sheriff Dept.'s exhibits were marked for identification and admitted into evidence: No. 2 - "Notification of Undersheriff with attached acknowledgment and No. 3 - "Copy of excerpt from POST Administrative Manual Chapter 3-1 and 3-2".

Sheriff Dept.'s exhibit No. 4 - "Tape recording of Tomlinson interview dated 6-8-75 & 6-9-75", was marked for identification.

The Board directed the Sheriff to have Mr. Tomlinson's personnel file available after lunch.

Recess at 11:55 a.m. The Hearing Board reconvened at 1:30 p.m.

Roger A. Clements was called out of order on behalf of Tomlinson, was sworn and testified.

Jack Gould recalled to witness stand on cross examination.

It was stipulated by counsel that exhibit No. 4 does not have to be transcribed by the Court Reporter.

Exhibit No. 4 - "Tape." admitted into evidence and played.

Sheriff Dept.'s exhibit No. 5 - "Polygraph Examination Report" was marked for identification.

It was stipulated by counsel that Polygraph Examiner did not need to testify in regards to exhibit No. 5.

Exhibit No. 5 was admitted into evidence.

Harry Ressler, Ranger for Merced Irrigation District and Milton R. Hollingshead, Ranger for Merced Irrigation District and Deputy Sheriff, were sworn and testified.
On motion of Moffitt, seconded by Clark, the hearing by the Personnel Grievance Hearing Board is continued until Wednesday, August 6th, 1975 at 9:00 a.m.

The Board reconvened as a Board of Supervisors and Supervisor Frank Long was excused to attend a meeting in Sacramento.

Ordinance No. 405, amendment to subdivision Lot split Ord. No. 344, was introduced to be voted on at the Board of Supervisors meeting of August 5th, 1975 on motion of Moffitt, seconded by Clark.

Barbara Saye, Auditor-Recorder appeared before the Board and discussed salary matters.

There being no further business the Board adjourned to meet in regular session August 5, 1975 at 10:00 a.m.

TOM R. RICHARDSON,
Chairman of Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex officio Clerk of the Board of Supervisors.
BOARD OF SUPERVISORS

July 30, 1975

The Board of Supervisors of the County of Mariposa met this 30th day of July, 1975 at 9:00 a.m., as the Personnel Grievance Hearing Board, with all members present.

On motion of Moffitt, seconded by Clark, the hearing by the Personnel Grievance Hearing Board is continued for further hearing until Wednesday, August 6th, 1975 at 9:00 a.m., then reconvened as the Board of Supervisors.

Supervisors Frank Long was excused to attend a meeting in Sacramento.

Ordinance No. 405, amendment to subdivision lot split Ord. No. 344, was introduced to be voted on at the Board of Supervisors meeting of August 5th, 1975 on motion of Moffitt, seconded by Clark.

Barbara Saye, Auditor-Recorder, appeared before the Board and discussed salary matters.

There being no further business the Board adjourned to meet in regular session August 5, 1975 at 10:00 a.m.

TOM R. RICHARDSON
Chairman of the Board

ATTEST: [Signature]

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

BRIEF FORM
The Board of Supervisors of the County of Mariposa met this 5th day of August, 1975, with all members present.

The minutes of the Board of Supervisors meetings of July 22 and 30, 1975, were approved as mailed.

Peter Artero, Road Dept., discussed road matters. On motion of Long, seconded by Clark, the Road Commissioner was authorized to advertise for bids for used equipment.

The Board authorized Supervisor Richardson to hire a tractor from Oakhurst for the Fish Camp Dump if it becomes necessary, on motion of Clark, seconded by Dalton. Ayes: Clark, Dalton, Richardson. Noes: Long, Moffitt.

Lois Lewis, acting Welfare Director, appeared and discussed Foster Home Care Rates. On motion of Long, seconded by Moffitt the Board approved the Foster Home Care Rates retroactive to August 1, 1975.

On motion of Long, seconded by Clark it is hereby ordered by the Board of Supervisors that the following named persons be and they are hereby appointed as members of the canvassing board for the Yosemite Alpine Community Service District Special Election to be held on the 8th day of September, 1975. Pursuant to Election Code Section 14620.5 there will be no polling place at the Yosemite Alpine Community Service District Precinct and persons residing there may vote by absent voter ballot or at the County Clerk’s Office. The County Clerk’s Office will be opened between the hours of 7:00 a.m. and 8:00 p.m. The canvassing board will take over immediately after the closing of the County Clerk’s Office on election day.

SPECIAL DISTRICT ELECTION

YOSEMITE ALPINE COMMUNITY SERVICE DISTRICT

Mrs. Ellen Bronson Inspector
Mrs. Donna Matlock Judge
Mrs. Lynne Robinson Clerk
Mrs. Carolyn R. Anderson Clerk

John Rotondo appeared and discussed Parks and Recreation matters. On motion of Moffitt, seconded by Dalton, the clerk was directed to send letters to CSAC, Assemblyman Maddy and all members of Committee on Resources and Land Use regarding AB 1722.

Ordinance 405, amendment to the lot split Ord. 344 was passed and adopted having been previously presented.

Phil Winkel and Larry Miller, members of the Fish and Game Club, appeared and discussed crushing and burning of brush on Federal land. On motion of Moffitt, seconded by Long the Board approved the plan in concept.

On motion of Long, seconded by Moffitt, Tax Cancellation Nos. 701 - 703 were granted pursuant to Section 4986 (a) (2), Revenue and Taxation Code, and No. 704 was granted pursuant to Section 275 (c) Revenue and Taxation Code.

Chairman was authorized to sign the contract for Auditing services with the State Board of Equalization, on motion of Long, seconded by Clark.

Step raises were granted to Florence Seeley, Account Clerk, Range 17, Step D effective 9/1/75, and Mel Rushton, Parks and Recreation Dept., Range 17, Step E effective August 1, 1975.
Travel requests were granted to John A. Owen, Jr., Assessor, State Board of Equalization, Sacramento, 8/5/75; John Thomson, Sanitarian, attend M.C.A.B., T.A.C. meeting in Auburn, Placer County, 8/7/75, on motion of Long, seconded by Moffitt.

The claim of Elmer M. Routh in the amount of $10,000 was denied, on motion of Moffitt, seconded by Dalton.

On motion of Clark, seconded by Moffitt, the Auditor was authorized to draw warrant for postage in the amount of $25.00 for Senior Assistance Program.

The Board met as the Board of Directors of the Yosemite West Service Dist. On motion of Moffitt, seconded by Dalton, there will be no snow plow services on Henness Circle unless Interwest participates in the cost of the services.

On motion of Long, seconded by Moffitt, Res. 75-106 was passed and adopted, cost of living increase for Eldon Bartholomew, sealer of Weights and Measures and House Numbering, to $5.00 per hour.

Chairman was authorized to sign Air Pollution Control Subvention Application Final Report for 1974-'75 on motion of Moffitt, seconded by Clark.

On motion of Moffitt, seconded by Long, the Auditor was authorized to draw warrant to State Air Resources Board in the amount of $352.

On motion of Clark, seconded by Moffitt, the Board authorized the release of the final payment of $46.80 to Angus Bullis for work on Library-History Center.

A cost of living increase be granted to the Board of Supervisors as recommended by Grand Jury Report, on motion of Clark. Motion died for lack of a second.

The Board of Supervisors acknowledges receipt of the petition regarding Tomlinson Personnel Grievance Hearing.

On motion of Moffitt, seconded by Long, Res. 75-107, acknowledging Lt. William Woy’s exemplary services to the County of Mariposa upon his retirement, was passed and adopted.

The Board adjourned to meet again on August 6, 1975, at 9:00 a.m. as the Personnel Grievance Hearing Board and the Board of Supervisors.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-officio Clerk of the Board
CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in triplicate, between the State Board of Equalization (hereinafter called the Board) and the County of Mariposa (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 1976, will furnish personnel to make postaudits of property of assessees mutually agreed on by the parties. All services hereunder will terminate on or before this date.

2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.

3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference.

4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of $3,000.00. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.

5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.

6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.

7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 403 and 451.

8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 6th day of August, 1975.

COUNTY OF MARIPosa
Address Courthouse, Mariposa Ca 95338

By: [Signature] By: [Signature]
Title Chairman of the Board of Supervisors
Executive Secretary

STATE BOARD OF EQUALIZATION
1020 N Street, Sacramento, California 95814

By: [Signature]
Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

[Signature]
Executive Secretary
STATE OF CALIFORNIA  
AIR RESOURCES BOARD  
1709 11th STREET  
SACRAMENTO, CALIFORNIA  95814

FINAL REPORT FOR:  
AIR POLLUTION CONTROL SUBVENTION  
1974-75 FISCAL YEAR

1. AIR POLLUTION CONTROL DISTRICT  
Name  Mariposa County

2. A. APCO  
Avery Sturm, M.D.  
P.O. Box 5  
Mariposa, CA  95338  
Telephone  966-3689

B. Chairman  Tom Richardson  
3178 Oak Grove Rd.  
Raymond, CA  95363  
Telephone  966-2005

3. TYPE OF REPORT  
Initial X  Revision

4. ACTUAL EXPENDITURES  
A. Non-Subvention Funds  
(1) Local  $ 499.01
(2) State  $
(3) Federal  $
(4) Other  $
(5) Subtotal:  $ 499.01

B. Subvention Funds  
(1) Expended by District  $ 499.00
(2) Expended by A.R.B. for services  $ 0
(3) Subtotal:  $ 499.00

C. Total Program Funds  $ 998.01

5. CALCULATION OF DISBURSEMENT  
A. Subvention Funds Disbursed
   (1) First  $ 0
   (2) Second  $ 0
   (3) Third  $ 851.00
   (4) Amount withheld by A.R.B. for services  $ 0

B. Total of 5(A)  $ 851.00

C. Subvention Awarded (From E.O.)  $ 0

D. Allowable Subvention (Lasser of Item 4B(3) or 7, Not to exceed 5(A))  $ 499.00

E. Balance of Funds due to District (D-1) (D-B)  $

F. Rebates of Funds due to State (D-D) (D-B)  $ 352.00

6. PAYEE  
Name ____________________________
Title ____________________________
Address ____________________________

If Item 5F indicates an overpayment, make rebate check payable to:  
STATE OF CALIFORNIA  
AIR RESOURCES BOARD  
1709 11th STREET  
SACRAMENTO, CALIFORNIA  95814

SIGNATURE ____________________________  DATE  AUG 3 1975
NAME  Tom Richardson  TITLE  Chairman, Mariposa County A.P.C.O.

Page 1 of 5 pages

Harmon Wong-Woo, Chief  
Div. of Implementation & Enforcement  
ARBS 2-4 6/75B

Date Approved
7. **Calculation of Estimated Allowable Subvention for 1974-75 Fiscal Year**

*Note for split districts:*

If the District is applying for subventions in two air basins, and a different type of subvention applies to each, split the population and budget and complete the appropriate calculations below. Add the subvention amounts and show the total subvention amount at the bottom of the page.

### A. COORDINATED

<table>
<thead>
<tr>
<th>AIR BASIN</th>
<th>Mountain Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Population 7106 X $0.25</td>
<td>$1,776.00</td>
</tr>
<tr>
<td>(from approved subvention application)</td>
<td></td>
</tr>
<tr>
<td>(2) Local Dollars Expended (4A(1))</td>
<td>$499.01</td>
</tr>
<tr>
<td>(3) Subvention (Lesser of (1) &amp; (2))</td>
<td>$499.00</td>
</tr>
</tbody>
</table>

### B. INDIVIDUAL

<table>
<thead>
<tr>
<th>AIR BASIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Population X $0.164</td>
</tr>
<tr>
<td>(from approved subvention application)</td>
</tr>
<tr>
<td>(2) Local Dollars Expended (4A(1))</td>
</tr>
<tr>
<td>(3) (2) x .667</td>
</tr>
<tr>
<td>(4) Lesser of (1) and (3)</td>
</tr>
<tr>
<td>(5) Federal Grant Expended (4A(3))</td>
</tr>
<tr>
<td>(6) (5) - (2) (if less than 0 enter 0)</td>
</tr>
<tr>
<td>(7) (4) x .5</td>
</tr>
<tr>
<td>(8) Lesser of (6) and (7)</td>
</tr>
<tr>
<td>(9) Subvention (4) - (8)</td>
</tr>
</tbody>
</table>

### C. SPECIAL

<table>
<thead>
<tr>
<th>AIR BASIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Basin Population</td>
</tr>
<tr>
<td>(from approved subvention application)</td>
</tr>
<tr>
<td>(2) (1) x $0.23</td>
</tr>
<tr>
<td>(3) $45,000 - (2)</td>
</tr>
<tr>
<td>(4) District Population</td>
</tr>
<tr>
<td>(from approved subvention application)</td>
</tr>
<tr>
<td>(5) Local Dollars Expended (4A(1))</td>
</tr>
<tr>
<td>(6) (4) x $0.23</td>
</tr>
<tr>
<td>(7) (4) divided by (1)</td>
</tr>
<tr>
<td>(8) (7) x (3)</td>
</tr>
</tbody>
</table>

**Total Subvention $499.00**
### 8. DISTRICT'S PROGRAM STATUS

A. Indicate what progress was made toward achieving the objectives described in the District's approved subvention application.

The District has worked closely with the T.A.C., members and Coordinating Council of the M.C.A.B. to achieve coordinated Rules and Regulations, to achieve a coordinated Air Pollution Program, and to prevent a degradation of the ambient air quality in the District. No new Air Pollution sources have been permitted to operate in the District and the Rules and Regulations have been rigorously enforced. Variances have been withheld in all instances with only one exception.

B. Explain how the subvention funds were used during the reporting period to help accomplish the District's objectives.

Subvention funds were beneficial in offsetting otherwise prohibitive costs to the District of attendance at the T.A.C. and Coordinating Council meetings which were necessary to achieve the results set forth above.
6. **DISTRICT’S PROGRAM STATUS (continued)**

   C. Summarize all amendments to the District's Rules and Regulations during the final reporting period (attach copies of amendments and documents verifying adoption).

   The Rules and Regulations are subject to review and possible amendment upon receipt of approval of ARB of the latest revision of the M.C.A.B. Plan which was recently completed. There have been no revisions of the District Rules and Regulations at this time.

---

<table>
<thead>
<tr>
<th>D. If the District has failed to expand all of its subvention funds or all of its budgeted program funds please explain why.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Travel expenses were less than anticipated.</td>
</tr>
<tr>
<td>2. No new sources survived the initial interrogation and no Engineering expertise was required.</td>
</tr>
<tr>
<td>3. No sources now exist so no Air Monitoring was required.</td>
</tr>
<tr>
<td>4. The Air Basin Assessment was below the maximum allowed and budgeted for.</td>
</tr>
</tbody>
</table>
### PROGRAM STATISTICS - 1974/75 FISCAL YEAR

#### 1. Permit Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Number of Sources currently under Permit to Operate</td>
<td>0</td>
</tr>
<tr>
<td>b. Number of Sources currently under Variance</td>
<td>0</td>
</tr>
<tr>
<td>c. Total Permits to Operate Pending at the beginning of the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>d. Permits to Operate Requested during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>e. Permits to Operate Issued during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>f. Permits to Operate Denied during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>g. Total Permits to Operate Pending at end of 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>h. Total Authorities to Construct Pending at the beginning of the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>i. Authorities to Construct Requested during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>j. Authorities to Construct Issued during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>k. Authorities to Construct Denied during the 1974/75 FY</td>
<td>0</td>
</tr>
<tr>
<td>l. Total Authorities to Construct Pending at the end of the 1974/75 FY</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 2. Enforcement Activities

<table>
<thead>
<tr>
<th>Activity</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Annual formal inspections</td>
<td>0</td>
</tr>
<tr>
<td>b. Informal walk-through inspections</td>
<td>0</td>
</tr>
<tr>
<td>c. Informal drive-by inspections</td>
<td>0</td>
</tr>
<tr>
<td>d. Complaints received</td>
<td>0</td>
</tr>
<tr>
<td>e. Complaints investigated</td>
<td>0</td>
</tr>
<tr>
<td>f. Warnings issued (non-vehicular)</td>
<td>0</td>
</tr>
<tr>
<td>g. Violation notices issued (non-vehicular)</td>
<td>0</td>
</tr>
<tr>
<td>h. Notices to appear issued (non-vehicular)</td>
<td>0</td>
</tr>
<tr>
<td>i. Vehicular enforcement actions</td>
<td>0</td>
</tr>
<tr>
<td>j. Upset/Breakdowns Reported</td>
<td>0</td>
</tr>
<tr>
<td>k. AFCO Office Conferences</td>
<td>0</td>
</tr>
<tr>
<td>l. Cases Referred to District Attorney or County Council</td>
<td>0</td>
</tr>
<tr>
<td>m. Court Cases Filed</td>
<td>0</td>
</tr>
<tr>
<td>n. Convictions</td>
<td>0</td>
</tr>
<tr>
<td>o. Fines levied</td>
<td>0</td>
</tr>
</tbody>
</table>
The Board of Supervisors of the County of Mariposa met this 6th day of August, 1975 at 9:30 a.m. as the Personnel Grievance Hearing Board, with all members present.

Paul E. Paige, Sheriff, present represented by J. B. Eckerson, County Counsel. Harvey F. Tomlin present represented by Richard S. Gimblin, Attorney at Law. Board of Supervisors represented by Roy E. Wolfe, County Counsel of Madera County.

On motion of counsel for Sheriff's Dept., all witnesses were excluded from the hearing.

Paul E. Paige, Sheriff, sworn and testified.

On motion of Long, seconded by Moffitt, the personnel file of Harvey F. Tomlinson is to be accepted as evidence.

On motion of Clark, all evidence regarding prior incidents is to be stricken from the record. Motion died for lack of second.

Richard S. Gimblin, counsel for employee, made a standing objection to all testimony, regarding prior incidents, being stricken from the record.

On motion of Moffitt, seconded by Clark, Mr. Gimblin's objection is overruled.

Employee's Exhibit A - "Personnel File" marked for identification and admitted into evidence.

Recess at 10:30 a.m. The Hearing Board reconvened at 10:40 a.m.
Harvey F. Tomlinson, employee, sworn and testified.

Recess at 12:05 p.m. The Hearing Board reconvened at 1:40 p.m.
A petition from the people of the Northside and interested parties was read into the record.

Counsel for Sheriff & Employee presented arguments.

On motion of Moffitt, seconded by Clark the Board went into executive session for purposes of discussion. Ayes: Clark, Long, Moffitt, Richardson

Nees: Dalton.

The Hearing Board reconvened in regular session at 4:25 with all members of the Board, Paul E. Paige, Sheriff, Harvey F. Tomlinson, and their respective counsels present.

The findings of fact and the votes thereon were presented as follows:
1) Unwarranted and unnecessary force on two individuals - Clark, Dalton, Moffitt, Richardson: yes; Long: No. 2) Lying to Sheriff and Undersheriff - Clark, Dalton, Long, Moffitt, Richardson: yes 3) Failed to report incident to Department - Clark, Dalton, Long, Moffitt, Richardson: yes. 4) Violated the Law Enforcement Code of Ethics - No findings, as there was not sufficient evidence presented to determine a finding. 5) Termination of Employee - Clark, Moffitt, Richardson: yes; Dalton, Long: no 6) Date of termination - August 6, 1975 at 5:00 p.m. - Clark, Dalton, Moffitt, Richardson: yes; Long: Abstain. 7) Upon recommendation of counsel in that the finding of fact reflected that the employee was acting outside the course and scope of his employment the charge against the county for attorney fees should not be paid.
The Board reconvened as a Board of Supervisors and discussed problems in regard to fees for mobile homes and access to Cold Springs area for timber sale. Chairman directed County Counsel to draw up an ordinance for fees for mobile homes.

There being no further business the Board adjourned to meet in regular session August 12, 1975 at 10:00 a.m.

TOM R. RICHARDSON
Chairman of the Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and ex officio Clerk of the Board of Supervisors.
BOARD OF SUPERVISORS

August 6, 1975

The Board of Supervisors of the County of Mariposa met this 6th day of August, 1975 at 9:30 a.m. as the Personnel Grievance Hearing Board, with all members present.

The Board reconvened as a Board of Supervisors and discussed problems in regard to fees for Mobile homes and access to Cold Springs area for timber sale. Chairman directed the County Counsel to draw up an ordinance for fees for Mobile homes.

There being no further business the Board adjourned to meet in regular session August 12, 1975 at 10:00 a.m.

TOM R. RICHARDSON
Chairman of the Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
and ex officio Clerk of the Board.

BRIEF FORM
The Board of Supervisors of the County of Mariposa met this 12th day of August, 1975, with all members present.

The minutes of the Board of Supervisors meetings of August 5 and 6, 1975 were approved as corrected.

The following claims were approved as presented.

- Recreation and Parks: $7,067.84
- Mariposa Pines: 85.31
- Yosemite Alpine Village: 424.09
- Don Pedro Unit 1-M: 41.44
- Yosemite West: 243.28
- S.A.P. Fund: 124.84
- Federal Admin. Fund: 2,134.84
- Coulterville Lighting Dist.: 77.35
- Hornitos Lighting Dist.: 42.97
- Mariposa Lighting Dist.: 352.36
- Law Library Fund: 6.89
- Road Fund: 207,489.57
- General Fund: 76,325.58

Peter Artero, Road Dept., discussed road matters. On motion of Long, seconded by Dalton the value of an adding machine, Road Dept., was found to be less than $75.00. The Road Commissioner was authorized to sell the adding machine, on motion of Long, seconded by Dalton.

Res. No. 75-108 was passed and adopted, authorizing Chairman to sign Revised County-State Agreement, regarding Chowchilla Mountain Road, on motion of Richardson, seconded by Moffitt.

Lois Lewis, Acting Welfare Director, appeared before the Board and discussed salary matters.

On motion of Moffitt, seconded by Long, Tax Cancellation Nos. 706-708 were granted pursuant to Sec. 4831 (a) R&T Code, No. 709 granted pursuant to Sec. 4986 (a) (2) R & T Code and No. 710 granted pursuant to Sec. 4986 (a) (1), R & T Code.

Phil Winkel, Forest Service, appeared and discussed White Wolfe Camp. Discussion was also held in regard to the proposed crushing and burning by the Fish and Game Club. On motion of Long, seconded by Clark, the Fish and Game Protection Association is authorized to spend $2,000 of fish and game fine money on certain areas in Mariposa County to improve wildlife habitat.

On motion of Long, seconded by Moffitt the County Clerk was authorized to advertise for a part-time clerk.

Ralph Campbell, District Attorney, was authorized to use funds from the professional services portion of his budget to hire a specialist to do research regarding violations of Subdivision Map Act. for technical and staff assistance to the P.C.

Chairman was authorized to sign the contract with MCAG on motion of Long, seconded by Clark. Ayes: Clark, Dalton, Long, Richardson. Noes: Moffitt.

The Board met as the Board of Directors of the Coulterville County Service Area No. 1, authorizing County Counsel to sign the Grant Application submitted by CH2M Hill, on motion of Dalton, seconded by Long.

On motion of Long, seconded by Moffitt, William B. Allison's application for amendment of Exclusive Agriculture Zone to include his
property was granted.

The Chairman was authorized to sign authorization to pay Premium Awards to Prospector Displays if and when awards are received by the County for its display at the California Exposition and Fair, on motion of Moffitt, seconded by Dalton.

On motion of Clark, seconded by Long, the Chairman was authorized to sign amended agreement between ATAAP and County of Mariposa.

The Clerk was directed to write a letter of appreciation to Roy C. Wolfe, County Counsel of Madera County for all his help in recent proceedings.

On motion of Long, seconded by Moffitt, the Auditor was directed to draw a warrant to Postmaster for 10,000 stamped envelopes in the amount of $1097.00 for the Treasurer-Tax Collector.

The clerk was directed to write a letter to Sotero Muniz, Forest Supervisor, in regard to his decision in keeping the U.S. Forest Service office in Mariposa open.

An Administrative Practices session was held in regard to the proposed major-minor subdivision ordinance.

On motion of Long, seconded by Moffitt, travel authorization was granted to Leisha Walker, County Counsel's secretary, to go to Fresno regarding special Codes, August 13, 1975.

There being no further business the Board of Supervisors adjourned to meet again in regular session, August 19, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
COUNTY-STATE AGREEMENT NO. 15 Rev.

EXCHANGE FUND PROJECT

10 Mariposa
   District    County

PROJECT NUMBER X-016(1)

Chowchilla Mountain Road

______________________________

THIS AGREEMENT, made in duplicate this 12 day of August, 1975, by and between the COUNTY OF Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Federal or Exchange funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of a Federal-aid Secondary or Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:
ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work:

(a) FAS construction shall be performed by contract. STATE/COUNTY shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

(b) Exchange Dollar Construction may be performed by contract or by day labor at the option of the COUNTY provided the competitive bidding requirements of State or local agency laws (whichever are applicable) are met.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of project:

(a) If STATE is to administer the project, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer the project, STATE shall pay the proportionate Federal and State shares of the eligible participating costs within twenty (20) days of COUNTY'S submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.
(c) If the project is a cooperative project and includes work on a state highway, the project shall be the subject of a separate cooperative agreement between the State and County.

5. STATE shall exercise general supervision over FAS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. Ineligible Work:

(a) On projects subject to Federal regulations, all costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

(b) On projects subject to only STATE regulations, the Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.
10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Federal-aid is to be requested for right of way, should COUNTY, in acquiring right of way for FAS improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the COUNTY. COUNTY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that COUNTY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project.
as provided in FHWA Instructional Memorandum 80-1-71, dated April 30, 1971. Exchange Dollar projects will comply with applicable State laws.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. If Federal funds are used for this project, this agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.
2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in the project if such are available therefor.

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work authority or jurisdiction delegated to STATE under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State and FHWA personnel at any time during the project development and for a 3-year period after FHWA payment of final voucher, or a 4-year period from the date of final payment under the contract, whichever is longer.
6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in U. S. FHWA Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL ASSISTANCE MANUAL published by the STATE, unless otherwise approved by the STATE.
ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the Federal-aid, State Matching, and/or Exchange monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal-aid Secondary Program.
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF MARIPOSA
By

HEINZ HECKEROATH
Assistant Director, Highways

By
Chief, Office of Local Assistance

Approval Recommended: ATTEST:

District Director of Transportation

Clerk, Board of Supervisors
ARTICLE VII - Project Location and Description of Work Proposed:

Location: Exchange Dollar Project X-016(1) on Chowchilla Mountain Road from State Route 49 to 1 1/2 mile easterly

Net Length: 1 1/2 Mile

Description of Work: Preliminary Engineering, grade, drain, base & pave a two-lane County road, right of way, construction engineering.

ARTICLE VIII - Proposed Project Funding:

Cost: Preliminary Engineering by County $20,000.00
      Contract total 300,000.00
      R/W Negotiation & Acquisition by State 12,000.00
      R/W Appraisal by State 3,000.00
      Construction Engineering by County 10,000.00

      TOTAL COST $345,000.00

Financing:

Exchange Funds $98,544.00
State Highway Matching Funds $49,272.00
County Funds & Such other Funds as may become available $197,184.00

ARTICLE IX: Special covenants

Holdover Clauses

1. Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Exchange Dollars and State Highway Matching funds to Mariposa County for the three successive fiscal years ending June 30, 1978, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

2. The County will submit plans, specifications, estimates and the right of way certification prior to October 1, 1978.
Right of Way Clauses

1. STATE shall:

(a) Prepare a market value appraisal of each required parcel on the project. Said appraisals shall be subject to a cumulative review and approval by STATE. A signed copy will be forwarded to COUNTY for concurrence with the appraised values.

Subsequent review and revisions to the original approved appraisals may be made by STATE if necessary and if requested by COUNTY.

(b) Conduct negotiations with the property owners for acquisition of the property rights required for the aforementioned project. Said negotiations shall be on the basis of STATE's approved appraisals. All property acquired shall be vested in COUNTY's name. Any settlement at variance from STATE's approved appraisal must have prior approval of COUNTY and must be documented in accordance with STATE's standard acquisition procedures for administrative settlements.

(c) Deliver all executed documents and escrow instructions to COUNTY as transactions are closed for acceptance and/or delivery into the acquisition escrow. Conveyances shall be free and clear of all encumbrances except those not contrary to the COUNTY's project. STATE shall also provide summaries of the acquisitions for the COUNTY's file.

2. COUNTY shall:

(a) Provide STATE with the necessary property descriptions, maps, R/W contracts and conveyance documents, including Grant Deeds and other legal forms pertinent to each acquisition. STATE will not initiate negotiations until satisfied with the completeness and adequacy for acquisition purposes of the above listed forms and documents.

(b) Furnish STATE with current title reports on property to be acquired, and open escrow accounts for acquisition of the required property rights.

(c) Be responsible for processing the acquisition transaction through escrow and arrange for prompt delivery of necessary funds and documents for the purchase of the required parcels into escrow upon receipt of the executed acquisition documents from STATE.

(d) Acquire through proceedings in eminent domain any parcels required by COUNTY's project that have not been acquired by negotiated settlement.
COUNTY will be responsible for all matters relative to the legal aspects of acquisition through condemnation.

3. All the work performed by STATE for COUNTY shall be in accordance with applicable STATE requirements regarding real property acquisition policies and pursuant to STATE's standard operation procedures.

4. The actual cost of R/W services provided by STATE will be reimbursable to STATE by COUNTY. It is understood that costs shall include all direct and indirect costs (functional and administrative overhead assessments) attributable to such work applied in accordance with STATE's standard accounting procedures.

5. All costs which are eligible for Exchange Dollars participation shall be paid from COUNTY's Exchange Dollar allocation.
ARTICLE X - Nondiscrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
AGREEMENT BETWEEN THE COUNTY OF MARIPOSA

AND

THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS

RELATED TO

COMPREHENSIVE PLANNING TECHNICAL ASSISTANCE

1. THIS AGREEMENT is made and entered into this 12 day of August, 1975, by and between the Merced County Association of Governments, herein called "Planning Agency" and the County of Mariposa, herein called "County".

WITNESSETH THAT:

WHEREAS, County desires to engage Planning Agency to undertake a Comprehensive Planning Technical Assistance Project, which is expected to be partially financed by the Federal Government under Section 701 of the Housing Act of 1954 as amended (83rd Congress, 2nd Session), and

WHEREAS, Planning Agency desires to furnish services through County to the Mariposa County Planning Commission,

NOW, THEREFORE, the parties hereto do agree as follows:

1. The following documents, attached hereto, are made a part of this agreement:

   Exhibit A - Fair Employment Practices Addendum
   Exhibit B - Detailed Work Program

2. Planning Agency shall perform the services in connection with and respecting the following geographic area: the County of Mariposa.

3. The services of Planning Agency are to commence on July 1, 1975, or as soon as practicable thereafter, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of purposes of this agreement, but in any event shall be completed on or before June 30, 1976. Planning Agency shall not be entitled to compensation for any services rendered pursuant to this agreement that are completed prior to the date first mentioned in this paragraph.
4. County agrees to pay Planning Agency by the total sum set forth below during the balance of the 1975/76 fiscal year remaining after the date of execution of the agreement. Payment shall be made upon receipt of billing, which is to be accompanied by the monthly progress report furnished by Planning Agency by the 15th of each month. These funds are to be used only to assist in financing the direct labor and material costs incurred during the 1975/76 fiscal year in developing the following elements of the approved Overall Work Program:

<table>
<thead>
<tr>
<th>Work Element</th>
<th>Amount of County Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>905.1 General Plan Update</td>
<td>$8,320</td>
</tr>
<tr>
<td>905.2 Zoning Ordinance</td>
<td>$4,429</td>
</tr>
<tr>
<td>905.3 Citizen Participation</td>
<td>$3,662</td>
</tr>
<tr>
<td>905.4 Administration and Technical Assistance</td>
<td>$1,089</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$17,500</strong></td>
</tr>
</tbody>
</table>

5. Total amount of this agreement shall not exceed $17,500. It is recognized that such sum may not be sufficient to cover the total cost of Planning Agency’s performance of such work; these funds, however, constitute the total County contribution pursuant to this agreement for the performance of the work described. No portion of such compensation will be used to compensate Planning Agency or anyone working or performing services for it in connection with this agreement for personal services either in excess of $18.75 per hour or in excess of $150 for any 24-hour period in which such personal services are performed.

Notwithstanding the foregoing, no payment shall be made with respect to any invoice, unless the same be approved by County. It is agreed that no portion of the above compensation reflects any charge made for, nor shall be used directly or by way of reimbursement to provide, any office space required by Planning Agency for the execution of this agreement, other than that at its usual place or places of business.

For the purpose of computing the actual cost of the services, employees of Planning Agency performing work on the services shall be deemed to be paid an hourly rate equal to their total annual salary, plus the Planning Agency’s annual contribution to Social Security, Retirement, and Compensation Insurance, if any, with respect to such employee, divided by 2,000 with appropriate adjustments with respect to hours worked during any period after any subsequent change in annual salary. It is agreed that Planning Agency will follow the same procedures for incurring costs, relative to minimizing expense, that the Planning Agency would follow if it were engaged in a unilateral undertaking.
6. This agreement may be amended by mutual consent of Planning Agency and County by written amendments to this agreement.

7. Personnel
   a. All of the services required hereunder will be performed by Planning Agency, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
   b. Planning Agency may, at its discretion, subcontract work or services covered by this agreement, provided that any subcontractors so engaged shall possess any licenses or certificates required by State or local law, including but not limited to any engineering licenses or certificates for the performance of the work subcontracted. Any such subcontractors, however, shall not be deemed to be in privity of contract with County.

8. In connection with any phase of this agreement with which it is concerned, Planning Agency agrees to keep such accurate accounts and books relating thereto and make such changes in the procedures respecting the same as may be prescribed from time to time by County. Such books shall be produced by Planning Agency for inspection, audit, or copying in whole or in part, by or on behalf of County, or by the Federal Government, for any purpose that in the opinion of any of said parties may be pertinent to the execution of the signatories functions under the contract or this agreement.

9. Planning Agency further agrees that it will support the cost of the services by properly executed invoices and vouchers evidencing in proper detail the nature and propriety of the charges. Such documents shall be clearly identified, readily accessible to County or Federal Government, or anyone acting on their behalf and to the maximum extent feasible shall be kept separate and apart from all other documents.

10. Planning Agency agrees to cooperate with County in connection with any act or transaction to be performed, or which may be performed by County, in order to receive any benefit of this agreement, or in order to carry out the project. To this end Planning Agency will (1) follow any instructions which County reasonably deems necessary to give in connection with carrying out the project, and (2) do, or refrain from doing, any act, including, but in no way limited to, the furnishing of reports, maps, photographs, documents, data, information or legal opinions which County reasonably deems necessary to discharge its obligations under any of the terms and conditions of the contract.
11. All reports, maps, and other documents completed as a part of this agreement, other than documents prepared exclusively for internal use within Planning Agency, shall carry the following notation on the same page, or, in the case of maps, in the same block, containing the name of Planning Agency:

"The preparation of this report, map, document, etc., was financed in part through a comprehensive planning grant from the Department of Housing and Urban Development, under the provisions of Section 701 of the Housing Act of 1964, as amended, and through the auspices of the Council on Intergovernmental Relations, State of California",

together with the month and year the document was prepared and the name of the planning area concerned.

12. Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Planning Agency further covenants that in the performance of this agreement no person having any such interest shall be employed.

13. No officer of employee of County and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such officer or employee of County or public official of the governing body of the locality or localities in which the project is situated or being carried out, have any interest, direct or indirect, in this agreement or the proceeds thereof.

14. No members of or delegate to the Congress of the United States or America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

15. No reports, maps or other documents produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of Planning Agency.

16. Planning Agency agrees to do, and insofar as it is within its power, to permit no act which would cause, or result in, a violation or breach of the contract by County, or result in its suspension or termination by the Federal Government.
17. All covenants of County in this instrument, in addition to being subject to any contingencies stated in connection therewith, are subject to compliance by Planning Agency with all its obligations and covenants under this agreement.

18. The provisions of the "Fair Employment Practices Addendum" attached hereto are incorporated herein and made a part of this contract.

19. County may terminate this agreement any time for its own convenience by notice in writing therefrom to Planning Agency. If this agreement is so terminated, Planning Agency will be paid to the extent such payment has not previously been made, the amount specified for the completion of each work item set forth in the Payment Schedule that has been completed to the satisfaction of County at any time of termination, plus the percent withheld with respect to such item, provided that if only a portion of a work item has been so completed upon notice of termination, Planning Agency shall be paid a percentage of the agreed amount for the completion thereof, including the withholding relating thereto, represented by a ratio between the value of the reasonable time expended thereupon by Planning Agency or persons working under it and the value of the projected time, or if none has been projected a reasonable projected time, for the completion of such work item.

If the amount due Planning Agency under the foregoing paragraph represents less than 60 percent of the dollar amount which would be due it had the services been satisfactorily completed in full, Planning Agency shall be reimbursed, in addition to the above payment, for that portion of the actual out-of-pocket expenses, not otherwise reimbursed under this contract, incurred by Planning Agency during this agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of Planning Agency, paragraph 21 hereof relative to termination shall apply.

In the event of termination pursuant to this section all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Planning Agency shall at the option of County become the property thereof and be promptly delivered thereto, provided that Planning Agency may at no expense to County make and retain copies thereof if it desires.
20. Notwithstanding the foregoing, if, through any cause, Planning Agency shall fail to fulfill in timely and proper manner its obligations under this agreement, or if Planning Agency shall violate any of the covenants, agreements, or stipulations of this agreement, County shall thereupon have the right to terminate this agreement by giving written notice to Planning Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Planning Agency shall, at the option of County, become its property, and Planning Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

21. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

22. Planning Agency's obligation to County under this agreement may not be assigned in whole or in part without the written consent of County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized.

Frederick J. Wack, Chairman
Merced County Asso. of Governments
Date: ____________________________

Approved as to form and procedure:

Willard B. Treadwell, Legal Counsel
for Merced County Association of Governments

ATTEST:

William G. Snyder, Exec. Secretary
Merced Co. Association of Couns.

J. B. Eckerson, County Counsel

Date: August 12, 1975

Approved as to form and procedure:

David Radanovich, Chairman
Mariposa County Planning Commission
Exhibit A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Contractor 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, or national origin. 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 Contractor 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 Contractor 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 Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, 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 Contractor 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 Contractor, the difference between the price named in the contract and the actual cost thereof to the State.
MARIPOSA COUNTY

1975-76 OVERALL WORK PROGRAM

SUBMITTED BY:

MERced COUNty ASSOCIATION OF GOVernments

MAY 1975
The preparation of this report was a cooperative effort between the Planning Commission of the County of Mariposa and the Merced County Association of Governments. Preparation was financed in part through Comprehensive Planning Funds '701' from the U. S. Department of Housing and Urban Development.
COUNTY OF MARIPOSA

BOARD OF SUPERVISORS

Frank Long
Carroll N. Clark

Tom R. Richardson, Acting Chairman
William H. (Bill) Moffitt

Donna Matlock, Clerk to the Board

PLANNING COMMISSION

David Radanovich, Chairman
Bruce Eckerson, Esq., County Counsel
Joan Faust, Secretary

Forest Fuller
Kathleen Bagwell
Bruce Jacobs

Loren Brown
Russ Bailey
John Shimer
Joan Tune (Alternate)

MERced COUNTY ASSOCIATION OF GOVERNMENTS

Fred Wack, Supervisor, Merced County, Chairman

Vito A. Bianculli, Jr., Mayor, City of Dos Palos, Vice Chairman
Johnnie Ramondini, Supervisor, Merced County
William P. Quigley, Mayor, City of Merced
Albert E. Goman, Supervisor, Merced County
Jack Tucker, Councilman, City of Atwater

E. G. (Pete) Nordman, Supervisor, Merced County
Elizabeth Bettencourt, Councilwoman, City of Gustine
Pete A. Cassinerio, Supervisor, Merced County
Lyle Fowler, Councilman, City of Livingston
Neil B. Van Winkle, Mayor, City of Los Banos

Tom Skinner, Project Coordinator
Dick Rakow, Planner
Sharon Y. Scott, Secretary

Gregory Aveller, Planner
Ruby Myers, Administrative Secretary

William G. Snyder, Executive Secretary
TABLE OF CONTENTS

Introduction 1
100 General Plan Update 1
200 Zoning Ordinance 2
300 Citizen Participation 3
400 Administration and Technical Assistance 4
Calendar/Product Flow Chart 5
Program Detail Sheets 6
"Who Plans" Flow Chart 12
"Who Decides" Flow Chart 13
MCAG's mission during fiscal year 1975/76 is to augment informational and technical assistance resources of Mariposa County in the development of policies which afford new opportunities to achieve defined goals and meet needs of Mariposa County citizens.

MCAG will assist Mariposa County in a coordinated community development process to achieve benefits of implementing intergovernmental programs that cut across boundaries and address common problems. Broadly based communitywide citizen participation in planning and decision-making will be strengthened by providing a continuing service to the Mariposa County Planning Commission.

Support by the State of California and assistance by the Office of Planning and Research will enable Mariposa County to develop policies which, when drawn together in concert, will meet local, social, and economic needs of the citizens and government of Mariposa County, at the same time preserving and protecting their physical environment.

Overall Work Program Concept

The Overall Work Program (OWP) is recognized by the Comprehensive Planning Assistance Program and facilitates funding through the Federal '701' Comprehensive Planning grant process. OWP's are reviewed by the State Office of Planning and Research for fundability (preauditing), and later used as a means to monitor performance.

When the OWP is appropriately designed, it enhances comprehension of MCAG's mission and provides a self-monitoring vehicle. In this context the OWP becomes a tool which can be used in various ways: To gauge quantitative and qualitative performance; plan future tasks; clarify, communicate,
and invite comment on MCAC's mission; plus provide a budgetary guide.

The application of this tool (OWP) is tying a specific product to each OWP category or subcategory. Categorical goals are established with forethought of the product, how it will be used and its consistency with long-range strategies. Identifying broad categorical goals and designating those products (by document title) will systematically contribute to achieving the goal and is considered an important part of developing the OWP. Beyond this broad framework, attention is focused on short-range contingencies which reflect changing environment and the need for information-sharing and communication among governmental agencies.

Locally directed product orientation provides a perspective of goals to achieve and a base for technical and detailed staff work.

Budgetary considerations correlate with the OWP when staff time is equated with document titles. In defining document titles a product methodology is reviewed with estimates of time requirements and constraints calculated. Operational and overhead costs emanate from these considerations creating a functional financial trail tied to product output.

Another component of the OWP is scheduling product outputs. Mandated deadlines must be met allowing sufficient time for review and comment and, if necessary, modification. A scheduling device to be used is a flow chart matrixed with a fiscal year calendar and product title. Listed on this chart are beginning and completion dates along with intermediate progress report dates for product output. This process for each product encourages interfacing with supplemental work loads, contingencies, and review requirements by legislative bodies.

Overall Work Program Categories

The general structure of activities proposed for the 1975/76 fiscal year are as follows:

100 General Plan Update
200 Zoning Ordinance
300 Citizen Participation
400 Administration and Technical Assistance
Proposed work tasks appropriate to the needs of the County of Mariposa are intended to cover that scope of services desired by Mariposa County and are further defined on the following pages by:

1. Initial description of the mission involved
2. Product description, document title
3. Total product cost
4. Budget detail
5. Project completion date
According to information provided MCAG by the State Office of Planning and Research, the County of Mariposa has until December 31, 1976, to adopt State mandated general plan elements (land use, circulation, housing, conservation, open space, seismic safety, noise, scenic highway, safety, and zoning ordinance). In the process of preparing State mandated elements, the desire by the County Planning Commission to update the Mariposa General Plan will be accomplished by reflecting 1970 census information and current population, economic, and social trends.

MCAG will develop a data base cataloging preliminary housing inventories, housing stock assessments, economic and residential land use patterns and trends, potential seismic and safety hazards. A considerable amount of staff time and resources will be directed toward information collection and cataloging.

Citizen Participation Information: At least two public hearings must be held on the General Plan Update to provide adequate public input into the planning process. The Planning Commission may desire additional public hearings held throughout the County to afford the broadest possible public input. Public hearings must be scheduled early enough to allow adequate staff response time to address relevant issues.

PRODUCT: General Plan Update and State Mandated Planning Elements

PROJECT COST: $8,320

<table>
<thead>
<tr>
<th>Budget Detail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Time: 15 weeks</td>
<td></td>
</tr>
<tr>
<td>Time Costs:</td>
<td>$5,220</td>
</tr>
<tr>
<td>Supplies, Printing, Etc.:</td>
<td></td>
</tr>
<tr>
<td>Printing (100 documents @ $10 each)</td>
<td>$1,000</td>
</tr>
<tr>
<td>Drafting Materials</td>
<td>50</td>
</tr>
<tr>
<td>Graphics</td>
<td>100</td>
</tr>
<tr>
<td>Mapping</td>
<td>200</td>
</tr>
<tr>
<td>Overhead</td>
<td>$1,350</td>
</tr>
<tr>
<td>Miscellaneous:</td>
<td></td>
</tr>
<tr>
<td>Travel (1,562 miles @ 16¢ per mile)</td>
<td>$ 250</td>
</tr>
<tr>
<td>Meals, Lodging, Etc.</td>
<td>150</td>
</tr>
<tr>
<td></td>
<td>$ 400</td>
</tr>
</tbody>
</table>
|                                                   | $8,320 TOTAL

PROJECT COMPLETION DATE: June 30, 1976
Mariposa County has expressed concern with residential, commercial, and industrial land uses. In order to achieve a comprehensive land use program, an integral component is a unified, consistent, zoning ordinance reflective of the General Plan. Zoning in Mariposa County demands much public attention and agreement. To have a viable General Plan, zoning must be enforceable and enforced.

MCAG's task is viewed as preparing a zoning ordinance for Planning Commission approval. The ordinance would consolidate existing ordinances and suggest modifications based upon local need analysis and surveys of zoning ordinances of other counties which face similar problems.

Citizen Participation Information: The highly controversial nature and keen interest typically expressed in zoning matters demand that every effort be made to reflect public opinion. Hearings held for the benefit of local residents must include notification to absentee landowners of proposed zoning modifications. It is recognized that significant amounts of property in Mariposa County are owned by non-residents. There is also the possible interest of State and Federal Governments in zoning modification which the County must be prepared to address. The distances and bureaucratic channels involved in contacting appropriate absentee landowners and government officials require public hearings be planned well in advance. These constraints require immediate attention to collecting a series of fundamental zoning goals from the citizens of Mariposa County, non-residents, and governmental agencies.

PRODUCT: Zoning Ordinance

PROJECT COST: $4,429

Budget Detail

Staff Time: 8 weeks
  Time Costs: $2,784

Supplies, Printing, Etc.:
  Printing (special legal documents) $300
  Maps 100
  Drafting Materials 25
  Graphics 150 $ 575

Overhead: $ 720

Miscellaneous:
  Travel (1,250 miles @ 16¢ per mile) $200 $ 350
  Meals, Lodging, Etc. 150

$4,429 TOTAL

PROJECT COMPLETION DATE: December 29, 1975
An important component in the planning process is input from citizens of the community. Planning cannot take place in a vacuum where planners simply guess or stereotype public values, desires, or perceptions of the future. Planning must include a high degree of citizen discussion, recognition, and mutual education.

The 1975/76 Overall Work Program addresses three major planning tasks which can be interfaced with a productive and communicative citizen participation concept. In developing the citizen participation component, citizens residing in the County as well as those absentee landowners must be given an opportunity to express their interests in the County's future. It is possible to develop a citizens' congress which will discuss and augment the development of the general plan and zoning ordinance. This will require extensive contacts throughout the County with local social, professional, and community groups. Additionally, research into absentee landowners and appropriate governmental agencies which may have an interest in the future of Mariposa County must be undertaken. Drawing together these various individuals and groups will bring to the planning process a deeper understanding of the desires and expectations intrinsic to Mariposa County. Every effort should be made to meet at times and locations convenient to the interests of all concerned. These meetings should be designed and conducted to provide opportunities for the citizens to participate in the process that will affect their living and welfare in the County of Mariposa.

PRODUCT: Citizen Participation Journal

PROJECT COST: $3,662

Budget Detail

Staff Time: 7 weeks (General Plan Update, 3 weeks; Zoning Ordinance, 4 weeks)

| Time Costs: |
|-------------|---|
| Supplies, Printing, Etc.: |
| Graphics $ 50 |
| Maps $ 25 $ 75 |
| Overhead: $ 600 |
| Miscellaneous: |
| Travel (2,500 miles @ 16¢ per mile) $ 300 |
| Meals, Lodging, Etc. $ 100 |
| Telephone Charges $ 50 $ 450 |

TOTAL $3,662

PROJECT COMPLETION DATE: June 30, 1976
MCAG, as a services-oriented organization, has learned the dynamics of crossing the boundary of plan development into areas of providing assistance in cultivating funding channels and establishing resource facilities for the best interests of local governments. Throughout fiscal year 1975/76 MCAG will assist the Planning Commission and County of Mariposa to analyze new legislation for possible funding resources as well as potential undesirable consequences.

MCAG will assist Mariposa County in developing future participation in the Comprehensive Planning Assistance '701' Program of the U. S. Department of Housing and Urban Development. The Federally financed '701' program is designed to assist local governments in developing an increased capacity to plan for and maintain the quality of life deemed locally desirable. A careful effort will be undertaken by MCAG to capture a 1976/77 fiscal '701' planning grant for Mariposa County.

Where appropriate, MCAG will assist Mariposa County in planning and preparing applications for financial assistance by HUD and other outside sources.

Throughout the development of the general plan and zoning ordinance, MCAG will endeavor to advise the Planning Commission on issues and relationships pertaining to items which come before the Commission and their potential impact on the community in terms of consistency with ongoing planning efforts and the philosophy of the Commission.

PRODUCT: Technical Assistance Journal

PROJECT COST: $1,089

<table>
<thead>
<tr>
<th>Budget Detail</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Time: 2 weeks</td>
<td></td>
</tr>
<tr>
<td>Time Costs:</td>
<td>$ 740</td>
</tr>
<tr>
<td>Supplies, Printing, Etc.:</td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td>$ 50</td>
</tr>
<tr>
<td>Graphics</td>
<td>25</td>
</tr>
<tr>
<td>Research Materials</td>
<td>50</td>
</tr>
<tr>
<td>Overhead</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 169</td>
</tr>
</tbody>
</table>

Miscellaneous:
Travel (500 miles @ 16¢ per mile) $ 45
Meals, Lodging, Etc. $ 10 $ 55

$1,089 TOTAL

PROJECT COMPLETION DATE: June 30, 1976
CALENDAR/PRODUCT FLOW CHART

GENERAL PLAN UPDATE 905.1
ZONING ORDINANCE 905.2
CITIZEN PARTICIPATION 905.3
ADMINISTRATION & TECHNICAL ASSISTANCE 905.4

MAJOR REPORT
<table>
<thead>
<tr>
<th>PROGRAM CATEGORY</th>
<th>STAFF TIME</th>
<th>TIME COSTS</th>
<th>SUPPLIES, PRINTING, ETC.</th>
<th>OVERHEAD</th>
<th>MISC.</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>905.1</td>
<td>15</td>
<td>$5220</td>
<td>$1350</td>
<td>$1350</td>
<td>$400</td>
<td>$8320</td>
</tr>
<tr>
<td>905.2</td>
<td>8</td>
<td>2784</td>
<td>575</td>
<td>720</td>
<td>350</td>
<td>4429</td>
</tr>
<tr>
<td>905.3</td>
<td>7</td>
<td>2537</td>
<td>75</td>
<td>600</td>
<td>450</td>
<td>3662</td>
</tr>
<tr>
<td>905.4</td>
<td>2</td>
<td>740</td>
<td>125</td>
<td>169</td>
<td>55</td>
<td>1089</td>
</tr>
<tr>
<td>TOTALS</td>
<td>32</td>
<td>$11281</td>
<td>$2125</td>
<td>$2839</td>
<td>$1255</td>
<td>$17500</td>
</tr>
</tbody>
</table>
**Program:** 905 Mariposa County Planning Commission

**Project(s):** General Plan Update; Citizen Participation Process; Technical Assistance

**Total Project Cost:** $17,500

**Staff Time:** 32 Weeks

**Product(s):** Updated General Plan and Associate Elements; Citizen Participation Journal; Technical Assistance Journal.

<table>
<thead>
<tr>
<th>Time Costs</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies, Printing Etc.</td>
<td>11,281</td>
</tr>
<tr>
<td>Overhead</td>
<td>2,125</td>
</tr>
<tr>
<td>Misc.</td>
<td>2,839</td>
</tr>
<tr>
<td>Total</td>
<td>1,255</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>17,500</strong></td>
</tr>
<tr>
<td>TIME COSTS</td>
<td>$</td>
</tr>
<tr>
<td>--------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Supplies, Printing</td>
<td>2,784</td>
</tr>
<tr>
<td>ETC.</td>
<td>575</td>
</tr>
<tr>
<td>Overhead</td>
<td>720</td>
</tr>
<tr>
<td>Misc.</td>
<td>350</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 4,429</strong></td>
</tr>
</tbody>
</table>
**Program:** 905 Mariposa County Planning Commission

**Project(s):** 905.3 Citizen Participation

**Total Project Cost** $3,662

**Staff Time:** 7 weeks

**Product(s):** Citizen Participation Journal

<table>
<thead>
<tr>
<th>Time Costs</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies, Printing Etc.</td>
<td>75</td>
</tr>
<tr>
<td>Overhead</td>
<td>600</td>
</tr>
<tr>
<td>Misc.</td>
<td>450</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,662</strong></td>
</tr>
</tbody>
</table>
**Program:** 905 Mariposa County Planning Commission

**Project(s):** 905.4 Administration and Technical Assistance

**Total Project Cost** $1,089

**Staff Time** 2 weeks

**Product(s):** Technical Assistance Journal

<table>
<thead>
<tr>
<th>Time Costs</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies, Printing ETC.</td>
<td>740</td>
</tr>
<tr>
<td>Overhead</td>
<td>125</td>
</tr>
<tr>
<td>Misc.</td>
<td>169</td>
</tr>
<tr>
<td>Total</td>
<td>55</td>
</tr>
</tbody>
</table>

**Total** $1,089
WHO PLANS

CITIZEN PARTICIPATION PROCESS

ZONING
GENERAL PLAN

PLAN DEVELOPMENT

'DRAFT' PLAN PRESENTATION

PLAN AMENDMENT

FINAL PLAN PRESENTATION

PLAN APPROVAL

Presentation of Plan to BOARD OF SUPERVISORS for Adoption
AMENDED

AGREEMENT BETWEEN ATAAP AND SERVICE PROVIDER

Contractor Mariposa County Board of Supervisors

1. (a) This project, Mariposa County Senior Assistance Project no. 100-74, shall be carried out in accordance with Title III of the Older Americans Act of 1965, as amended, the program regulations and directives thereto, federal and state laws, and reporting requirements of ATAAP, and Project Grant Application, all of which are or may be operative during the term of this contract.

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

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

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

(e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at ATAAP, 814 14th Street, Modesto, Ca.

2. The approved Project Grant Application which is on file with ATAAP is hereby incorporated by reference and is made part of this agreement.

- 1 -
audit has not occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has cleared to the satisfaction of ATAAP. Records for non-expendable property which was acquired with Federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures as may be required by ATAAP.

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

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

11. The Contractor shall be liable for all labor and any other direct expenses incurred in providing the above listed services and shall assume any and all responsibilities for loss or damage resulting from negligence or acts of omission and shall defend any suit alleging injury, sickness or disease arising out of the provision or services and shall hold ATAAP, the State of California and Federal government harmless in such action. The Contractor is obligated to promptly inform ATAAP in writing of the incidence of any such adverse situation.
b. Procure and maintain comprehensive bodily injury and property damage liability insurance, including bodily injury and property damage caused by automotive vehicles used in the Project's service operations. With limits of $300,000 for injury or death of one person in any one accident; $500,000 for injury of death of two or more persons in any one accident; and $100,000 for property damage in any one accident.

c. Furnish ATAAP certificates of insurance to demonstrate that it has procured the required insurance.

d. The liability of Contractor is applicable to volunteers using their personal cars for Information and Referral Center business, covering the extent of damage on the auto. Workers will be required to carry insurance personally for public liability ($15,000 - $30,000).

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

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

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

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

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

17. This agreement shall not be considered effective until signed by both parties hereto and approved by the State Department of General Services.

18. In addition to the foregoing the following provisions are made a part of this agreement:

Signed this 12th day of August month, 1975.

ATAAP

______________________________

Address

______________________________

CONTRACTOR
Chairman, Board of Supervisors
County of Mariposa
Courthouse

______________________________

Mariposa, CA 95338

Address
BEFORE THE GOVERNING BOARD OF THE AREA
TECHNICAL AGENCY FOR AGING PROGRAMS ("ATAAP")

WHEREAS, a declaration of procedures governing the
processing and consideration of applications for program
subcontracts, and payments pursuant to such subcontracts,
is in order both to promote uniformity of procedures and
to protect ATAAP and the parties to the Joint Powers Agree-
ment establishing ATAAP in respect to grantor "matching
funds" requirements.

NOW, THEREFORE, BE IT RESOLVED that the Director of
ATAAP shall establish and enforce staff procedures to in-
sure that no application for a program subcontract is ac-
cepted or acted upon until such time as it is certain (a)
that the applicant fully understands that as a condition
of receipt of funds for the program the applicant shall be
required to "match" said funds (or established percent
thereof), and (b) that the applicant is capable of satisfy-
ing the "matching funds" requirements.

BE IT FURTHER RESOLVED that the Director of ATAAP
shall review each application for a program subcontract
and shall not present any such application to this Board
unless fully satisfied that the conditions "(a)" and "(b)"
in the preceding paragraph have been and are satisfied.

BE IT FURTHER RESOLVED that the Director of ATAAP
shall establish procedures to insure against payment by
ATAAP to a program subcontractor prior to tendering to
ATAAP by such subcontractor of the required "matching
funds".

PASSED AND ADOPTED on this ___ day of July, 1974.
by the following vote of the Governing Board, to wit:

AYES: Executive Board: Garman Persin, Whip Gilman, Harry Higdon, 
      Richard Vander Wall, Norman Wise, Peter Crompton

NOES: Executive Board: None

ABSENT: James Franzen, Hubert Brune, Herbert Davis

[Signature]
Chairman
Governing Board of ATAAP

ATTEST:

[Signature]
Jayne Coburn, Director
ATAAP
FAIR EMPLOYMENT PRACTICES ADDENDUM

ATTACHMENT NO. 2

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor 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, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or training; selection for training; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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 Contractor 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 the effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, 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 Contractor 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 Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

"It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)
The Board of Supervisors of the County of Mariposa met this 19th day of August, 1975 with all members present.

The minutes of the Board meeting of August 12, 1975, were approved as mailed.

Peter Artero, Road Dept., discussed road matters.

On motion of Long, seconded by Clark, the County Engineer was authorized to do necessary engineering work on easements at Cold Springs (Haney Road) at the direction of Supervisor Richardson up to $1,000.

The time being 10:30 a.m., the bid for a scraper for the Road Dept. was opened. On motion of Clark, seconded by Moffitt, the bid of Holt Bros., the only bid received, was accepted.

Jack Gould, Undersheriff, appeared regarding a classification change in the Sheriff's Dept. On motion of Moffitt, seconded by Dalton, Res. 75-110 was passed and adopted, changing the classification of the Deputies I to Jailers.

On motion of Moffitt, seconded by Dalton, the Board authorized the Auditor to pay an unverified claim in the amount of $10 a month for each Reserve Deputy.

On motion of Dalton, seconded by Moffitt, the Auditor was directed to pay Harvey Tomlinson for 43 3/4 vacation days and 26 holidays at the rate of pay which he was receiving at the time of suspension.

The clerk was directed to write a memo to each department head that at this time the accumulation of over 30 days of vacation time without permission of the Board will not be allowed, on motion of Long, seconded by Dalton.

On motion of Long, seconded by Moffitt, in calculating the County Tax Rates for fiscal year 1975-76, a delinquency allowance of the secured role of 10% be allowed.

Res.75-111 was passed and adopted, approving the Mariposa County budget for fiscal year 1975-76 as published with addition and deletions. Ayes: Clark, Dalton, Long, Richardson. Noes: Moffitt.

Res. 75-112 was passed and adopted, on motion of Moffitt, seconded by Clark appropriation from General Contingency to Sheriff-Coroner - Salary of Deputies $2,907.18 and to Sheriff-Coroner - Maintenance equipment $1,100.

On motion of Long, seconded by Moffitt, the Board set the Appeal Hearing on the denial of Mr. Stewart Hatler's Land Division Application #349 for September 16, 1975, at 2:00 p.m. The hearing will be based on the material presented at the Planning Commission hearing of August 18, 1975, and if Mr. Hatler has any matters to refute, he may do so, and a Planning Commission representative will be allowed to present a rebuttal, on motion of Moffitt, seconded by Clark. The clerk was directed to send a copy of the motion to Mr. Hatler.

On motion of Long, seconded by Moffitt, Chairman was authorized to sign an agreement for use of radio frequencies with the State Office of Emergency Services.

On motion of Dalton, seconded by Moffitt, the chairman was authorized to sign an agreement with the State Office of Emergency Services for Purchase and Use of Fire Apparatus.
Travel request was granted to Charles Hand, Deputy Probation Officer, to attend Advanced Transactional Analysis Workshop in Sacramento on September 9, 10, and 11, 1975, on motion of Moffitt, seconded by Clark.

On motion of Moffitt, seconded by Clark, Tax Cancellation Nos. 711-736 were granted pursuant to Section 4986 b, R&T Code, 737, 739, 741, and 745 were granted pursuant to Section 4986 a-1, R&T Code, and Nos. 738, 740, 742, 743 were granted pursuant to Section 4986 a-4, R&T Code and No. 744 was granted pursuant to Section 4986 a-6-b, R&T Code.

On motion of Moffitt, seconded by Dalton, Tax Cancellation No. 705 was granted pursuant to Section 4831 (a) R&T Code.

Step raises were granted to Richard J. Hahn, Deputy Sheriff, Range 22, Step B, effective August 1, 1975; Howard Harbulak, Deputy Sheriff, Range 26, step B, effective Aug. 1, 1975; and Jean Larsen, Welfare Dept., Range 16 step H; Etta Horton, Road Dept., Range 17, Step C; Jack D. Pinkerton, Road Dept., Range 30, step H, and Larry M. Vastbinder, Road Dept., Range 20, step B, all effective September 1, 1975, on motion of Moffitt, seconded by Clark.

Ayes: Clark, Dalton, Moffitt, Richardson. Noes: Long. Supervisor Long stated he voted no because he felt that three of the requests did not meet with the requirements set out in Ord. 246 regarding merit raises.

On motion of Clark, seconded by Moffitt, the Board authorized Lois Lewis, Acting Welfare Director, to hire Mrs. Darlene Merck as a Clerk II Typist in the Welfare Dept., at Range 13, Step C, retroactive August 1, 1975.

On motion of Clark, seconded by Long the Auditor was directed to draw warrant to Bob's Electric for power pole at Sanitary Landfill in the amount of $275.00.

The Board set August 26, 1975, at 7:00 p.m. as an Administrative Practices Session, on motion of Long, seconded by Moffitt.

On motion of Long, seconded by Dalton, the Board postponed the meeting of Sept. 9, 1975, to Sept. 10, 1975, and directed clerk to so publish.

On motion of Long, seconded by Moffitt, Ordinance 366-C was presented, including the William Alison property in the A-B Dist. Vote to be held at the Board meeting of August 26, 1975.

On motion of Long, seconded by Moffitt,

/ Ord. 406, fees for installation of mobile homes, was presented and read by the chairman, vote to be held at the meeting of August 26, 1975. This Ordinance applies to new mobile home installations and new modifications to existing units only.

Res. 75-113, was passed and adopted, amending the Salary Resolution to include payment of $20 per month unverified claim to the Co. Counsel, on motion of Moffitt, seconded by Dalton.

On motion of Moffitt, seconded by Clark, the clerk was directed to send a telegram stating that the Board is opposed to SB 632 requiring that jail construction after January 1976 provide for single cell occupancy only.

There being no further business, the Board adjourned to meet again in regular session on Tuesday, August 26, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON
ELLEN BRONSON, County Clerk and Ex-Officio
Clerk of the Board of Supervisors
STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES

AGREEMENT FOR PURCHASE AND USE OF FIRE APPARATUS

THIS AGREEMENT entered into this 4th day of August, 1975, by and between the STATE OF CALIFORNIA acting by and through its duly appointed, qualified, and acting Director of the Office of Emergency Services, hereinafter called "STATE," and the COUNTY OF MARIPOSA, through its duly appointed, qualified, and acting officers, hereinafter called the "PURCHASER."

WITNESSETH:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. In consideration of $1,000, and of the covenants hereinafter made by the PURCHASER, the STATE hereby forthwith transfers to PURCHASER title to and possession of the fire apparatus and equipment listed on the attached Exhibit "A", and by reference made a part hereof.

2. PURCHASER hereby forthwith accepts the transfer of such title and possession, and in consideration thereof agrees to perform all the obligations on its part set forth in this agreement for a period of 2 years commencing on August 4th, 1975 and ending August 4th, 1977, hereinafter referred to as "the term" of this agreement.

3. Definitions:

A. O.E.S. as used hereinafter, shall mean the OFFICE OF EMERGENCY SERVICES.
B. The apparatus transferred by this agreement shall hereinafter be called "O.E.S. Reserve Apparatus."
C. "O.E.S. Regular Apparatus" shall mean STATE-owned apparatus.

4. During the term of this agreement, the PURCHASER agrees to adequately house, maintain, man, and operate said fire apparatus and equipment at the sole cost and expense of PURCHASER and further agrees that:

A. Availability and Manpower
   O.E.S. Reserve Apparatus shall be made available at all times in operable condition with adequate manpower for mutual aid response. Manning of the apparatus when responding to mutual aid fire call shall include at least two experienced firemen qualified to operate said apparatus.

B. Maintenance Standards
   Maintenance of O.E.S. Reserve Apparatus shall be in accordance with recognized fire service standards for fire apparatus and shall include, but not be limited to: hose, tools, appliances, batteries and tires, greasing, fueling, general cleaning and polishing, periodic and regular testing, and all mechanical repairs to vehicle and pumps.
(1) PURCHASER agrees to keep this apparatus in such condition that it is available for instant emergency use, and apparatus shall be subject to periodic inspection by authorized representatives of the STATE.

(2) PURCHASER agrees that he will repair or replace any of said equipment which has been consumed, lost, stolen, damaged or destroyed during all operations.

C. Maintenance and Operation Cost
All cost for the maintenance and operation of O.E.S. Reserve Apparatus for local and mutual aid response and use shall be the responsibility of the PURCHASER. Operational costs shall include wages for personnel manning the apparatus. PURCHASER should provide gasoline credit cards for use on mutual aid responses.

Exception: It is understood, however, that PURCHASER may enter into agreements or arrangements with other parties for direct payment or reimbursement for maintenance and operational costs for mutual aid response.

D. Reimbursement - Forest and Watershed Fires
Any agreement for reimbursement entered into by O.E.S. with other public agencies for operational, (including personnel) and/or maintenance costs for O.E.S. Regular Apparatus, shall apply to O.E.S. Reserve Apparatus during the term of this agreement, provided that said apparatus is appropriately dispatched through channels provided in the State Fire Disaster Plan. Said Reimbursement Procedure is attached hereto and made "Exhibit C." It is understood that in the event PURCHASER has made any agreement or arrangements with third parties for reimbursement, any right to reimbursement in accordance with Exhibit C shall be deemed waived.

E. Apparatus Modifications
During the term of this agreement, said O.E.S. Reserve Apparatus shall not be altered or otherwise modified to any extent that it will become unsuitable for mutual aid response and use. This shall specifically include, but not be limited to, the vehicle engine and running gear, fire pump type and capacity, and auxiliary water tank capacity.

F. Dispatch and Use
(1) The Chief of the fire department to which this O.E.S. Reserve Apparatus is assigned shall be responsible for its maintenance and operation, and the respective Operational Area Fire Coordinator shall be in overall control of the dispatching of the aforementioned fire pumper within his operational area on mutual aid calls. The apparatus and equipment shall be dispatched on a mutual aid call on order from the Operational Area Fire Coordinator.

(2) Dispatch of O.E.S. Reserve Apparatus shall be on a "Last-to-Go, First-to-Return" basis, as related to O.E.S. Regular Apparatus.

3/71

Agreement For Purchase and Use of Fire Apparatus
3. Dispatch of O.E.S. Reserve Apparatus shall normally be limited to the area within the county to which it is assigned, or to a reasonable distance into adjoining counties, as determined by the Operational Area Coordinator.

4. The STATE reserves the right to dispatch and/or direct the dispatch of said O.E.S. Reserve Apparatus and equipment whenever, in the opinion of the Director of O.E.S. or his representatives, such equipment and apparatus is essential to the protection of life and property in another operational area or region; and the PURCHASER in that event agrees to provide two experienced firemen qualified to operate the apparatus.

5. During the term of this agreement, the PURCHASER agrees to prepare and submit all reports required by O.E.S. pertaining to operation of O.E.S. Reserve Apparatus and equipment.

G. Identification and Registration

1. During the term of this agreement, the O.E.S. Reserve Apparatus shall be identified by the existing assigned number, followed by the letter "R".

2. All other means of identifying the apparatus as property of the Office of Emergency Services, California Disaster Office, or Civil Defense, shall be removed.

3. Purchasers of O.E.S. apparatus other than State agencies will remove the State registration and license plates, re-registering and licensing the apparatus in the name of the PURCHASER.

4. O.E.S. Reserve Apparatus may be repainted with no color restrictions.

5. Radio Agreement - State Fire Net Frequencies - The provisions of the Agreement for Use of Radio Frequencies with PURCHASER, attached hereto and marked "Exhibit B", relating to radio equipment installed in O.E.S. Reserve Apparatus, shall be in force during the term of this agreement.

6. Damage and Insurance - The O.E.S. shall not be responsible for any personal injury or property damage occurring from the use of O.E.S. Reserve Apparatus, and the PURCHASER shall provide the necessary insurance to cover property damage and public liability, and personnel operating apparatus.

7. Housing and Protection of Apparatus - The O.E.S. Reserve Apparatus shall be housed at all times where adequate communications are available, where said apparatus can be manned with a minimum loss of time, and where it can be dispatched according to the provisions of the State Fire Disaster Plan and its subsequent revisions. Housing for this apparatus shall be such that the apparatus and equipment will be reasonably protected from sabotage, theft, or malicious damage, and the apparatus shall be housed in a location where training of personnel can be carried on.

Agreement for Purchase and Use of Fire Apparatus

3/71
8. The STATE may in its sole discretion, and for such good cause as it determines, waive in writing in whole or in part, any requirement of this agreement that apparatus and/or equipment shall be maintained in operating condition, or repaired or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

IN WITNESS WHEREOF the parties hereto have executed this agreement the date first above mentioned.

COUNTY OF MARIPOSA

By /s/ [Signature]
Chairman, Board of Supervisors
County of MARIPOSA

STATE OF CALIFORNIA

CHARLES MANFRED
Director, Office of Emergency Services

By /s/ [Signature]
Richard G. Barrows, Chief
Fire and Rescue Division

Agreement for Purchase and Use of Fire Apparatus
STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES

EXHIBIT "A" - EQUIPMENT INVENTORY

TRUCK NUMBER: 05-4241
LICENSE NUMBER: E-23004
SERIAL NUMBER: 1067

1 Truck Jack
1 Shaila Spotlight
1 Hand Lantern (Battery)
1 Unity Spotlight
1 Circle-D Floodlight
3 #14 Electric Cord, 50' length
2 #16 Electric Cord, 25' length
1 Reflector Kit (Emergency)
1 Shovel, Long Handled
2 Hose, Hard Suction, 5" x 10'
1 Nozzle, 2-1/4" Shut off
1 Nozzle, Fog, 1-1/2"
1 Nozzle, Fog, 1"
1 Wye, 2-1/2" DM
1 Wye, 2-1/2" DF
1 Adapter, 1-1/4" PCF to NSM
1 Increaser, 1" IFP to 1 1/2" NSM
1 Reducer, 1 1/2" NSF to 1" ITP

4 Hose and Ladder Strap
4 Spanner Wrench
1 Rubber Hose, 3/4" x 4'
20 Fire Hose, 2-1/2" - 50' lengths
6 Fire Hose, 1-1/2" - 50' lengths
200' Fire Hose, 1"
1 Tarp, Hose Bed, 5'4" x 10'
1 Pike Pole
2 Back Pack Pump
1 Wye, 2-1/2" PL x 2-3/8" M (Gated)
1 Axe, Pick Head
1 Reel, Electric Cord
3 #12 Electric Cord, 100' length
1 Junction Box (Electric)
1 Mobile Radio Ser. #62007  OES # 14619

Hose Marked: 2-1/2" _______ to _______ 1-1/2" _______ to _______

Remarks: __________________________

Accepted By: __________________________
Title: Chairman, Board of Supervisors
Department: COUNTY OF MARIPOSA
Date: 8/19/75

NOTE: Items damaged or missing from this inventory at time of purchase will not be repaired or replaced by the STATE.
State of California

OFFICE OF EMERGENCY SERVICES

EXHIBIT "C" - PROCEDURE FOR REIMBURSEMENT
FOREST AGENCY FIRES ONLY

The Office of Emergency Services has entered into a Memorandum of Understanding with the U.S. Forest Service and the California Division of Forestry covering the reimbursement for response of OES Fire and Rescue Apparatus to fires occurring on lands where the fire protection is the responsibility of those respective agencies. OES has no other memorandums or agreements for reimbursement of OES Regular or Reserve apparatus. Under the terms of the OES- Forest Agency memorandum, the same eligibility criteria for reimbursement applies to both OES Regular (State-owned) and Reserve apparatus (locally-owned). The eligibility criteria that must be met is:

1. The response of OES Reserve apparatus must have been to an approved request by the responsible forest agency, handled through established OES Fire and Rescue dispatch channels.

If the above criteria is met, reimbursement may be claimed under the terms of the "Memorandum of Understanding."

Local jurisdictions that have purchased OES Reserve apparatus have one of the following three options:

1. File no claim or request for reimbursement.
2. File a claim under the terms of any agreement or arrangement they may have with a third party, i.e., Federal Disaster Assistance Program. In which case, no request for reimbursement may be made utilizing the OES-Forest Agency memorandum.
3. File a request for reimbursement with the responsible Forest Agency (USFS or CDF) in accordance with the OES-Forest Agency memorandum.

If a request for reimbursement is filed under the terms of the "Memorandum of Understanding," the following will apply:

1. The California fire service utilizes mutual aid statewide. In line with this commitment to the mutual aid concept, there shall be no reimbursement pay for the first twenty-four (24) hours of the response.

2. Jurisdictions responding with OES Reserve apparatus are required to provide a minimum of two men qualified to operate the apparatus. This shall be considered a standard crew size. The Forest Agency may request the apparatus with an increased crew size. In no case will the Forest agency request or pay for more than five men. The requesting Forest Agency will not be responsible for reimbursement for more than the requested crew size.

In the absence of a specific crew size as part of the request, local jurisdictions should not send more than three (3) men with the apparatus. Experience has shown it to be impractical to safely move equipment long distances with a crew size in excess of three men.

Agreement for Purchase and Use of Fire Apparatus
-Reserve Apparatus-

Exhibit "C"

Rev. 8/72
3. Requests for reimbursement shall be for personnel, and not for the use of the OES Reserve Apparatus.

4. Reimbursement will be made to local jurisdictions and not to individual firemen. It will be the responsibility of the local jurisdiction to make initial payment of salaries and incidental expenses, etc. to their own personnel, thereby not affecting any benefits derived from retirement or compensation insurance programs, etc.

5. Reimbursement shall be based on the time period of the response without regard to calendar days. The time period will begin when OES Reserve apparatus leaves its assigned base on initial dispatch to attend the fire, and shall end when the apparatus is returned to the assigned base (or such other location as the responsible custodian may designate). However, any temporary release from service by, and/or re-dispatch to Forest Agencies emergencies, shall not constitute a second time period. The time period will be reinstated from time of subsequent re-dispatch, continuing until return to assigned base of OES Reserve apparatus.

6. If the time period exceeds twenty-four (24) hours, reimbursement will begin with the twenty-fifth (25) hour. Reimbursement shall be computed at a rate of $100.00 per man for each 24-hour shift period, or major portion thereof, that he is receiving pay in accordance with the payroll system of his local jurisdiction.

   This rate shall include salaries or wages of the crew; compensation insurance, costs involved in providing and transporting relief personnel, out-of-pocket expenses and incidental costs that may be incurred by the local jurisdictions in connection with the response.

   For reimbursement purposes, the number of men claimed per any given 24-hour period shall not exceed the requested crew size at the time of dispatch.

Local jurisdictions (purchaser) are responsible for providing subsistence for personnel enroute to and returning from the emergency. The responsible forest agency will provide subsistence during the emergency operation.

Equipment activated for assignment to a staging area or equipment pool, or moved long distance as part of a multiple task force operation, will be provided housing and/or subsistence by the responsible forest agency.

The local jurisdiction (purchaser) is responsible for the cost of necessary fuel and maintenance enroute to or from a mutual aid fire. It is suggested that a credit card be provided by the Purchaser for this purpose. At the scene of the emergency, the Forest agencies will provide for gas and oil, normal servicing costs, and minor repairs occasioned because of the use of OES Reserve apparatus. "Minor repairs" is defined as any repair job necessary to keep the equipment in operation on the fire which requires not more than two hours for one mechanic for any one job.

OES Fire and Rescue Division will provide the Invoice Form which local jurisdictions use to submit claims for reimbursement. The instructions for compiling this form are covered in Operations Bulletin No. 22.

Agreement for Purchase and Use of Fire Apparatus
-Reserve Apparatus-

Exhibit "C"
STATE OF CALIFORNIA
OFFICE OF EMERGENCY SERVICES

AGREEMENT FOR USE OF RADIO FREQUENCIES

THIS AGREEMENT entered into this 4th day of August, 1975, by and between the STATE OF CALIFORNIA acting by and through its duly appointed, qualified, and acting Director of the Office of Emergency Services, hereinafter called the "STATE," and the COUNTY OF MARICOPA acting by and through its duly appointed, qualified, and acting officers, hereinafter called "CITY," "COUNTY," "FIRE DISTRICT," "DEPARTMENT," or "AGENCY."

WITNESSeth:

IT IS HEREBY MUTUALLY AGREED between the parties hereto as follows:

1. CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) agrees to acquire at its own expense radio communications equipment meeting specifications established by STATE to operate on the following frequencies:

\[
33.66\text{ MHz} \quad \text{to} \quad 33.98\text{ MHz}
\]

and to operate and maintain such equipment as provided in Paragraphs 2 and 3 following.

2. The equipment referred to in Paragraph 1 shall be and remain the property of CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY), but STATE shall be the licensee thereof pursuant to Federal Communications Commission, and all applications to Federal Communications Commission for construction permits and licenses or for authority to add to or modify station licenses shall be made by and in name of the STATE.

3. STATE hereby authorizes CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) to operate said equipment by CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) employees for test purposes and system reliability checks. Operational use of said equipment will be restricted to Fire Service personnel, designated by the Mutual Aid Operational Area Fire Coordinator for CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY).

4. CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) agrees to operate and maintain said equipment in accordance with rules and regulations of the Federal Communications Commission and operating procedures established by STATE, including performance (without cost to STATE) of an annual frequency deviation check. In the event of any violation by CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) of such rules and regulations or of any other law respecting the operation of said equipment, STATE may terminate this agreement at any time.

5. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) is to have the actual operating control of said equipment, CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) agrees to indemnify STATE and its officers and employees against any and all liability arising out of the performance of this agreement which may be imposed on STATE by any law, including Section 895.2 of the Government Code.

Form F-130 4/71 EXHIBIT "B"
6. Notwithstanding the provisions of Paragraph 5, STATE shall provide at its expense Workmen's Compensation covering Disaster Service workers who shall be engaged in the performance of this agreement, as provided by Division IV of the California Labor Code.

7. The term of this agreement commences August 4th, 1975, and shall be concurrent with that of the Federal Communications Commission license to be issued to STATE in respect of said equipment, subject to termination by either party hereto upon seven (7) days written notice to the other.

8. 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 STATE at Office of Emergency Services, Post Office Box 9577, Sacramento, California 95823, and to the CITY (COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY) at Highway 49, Star Route, Mariposa, California 95338. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

9. It is mutually agreed and understood that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF this agreement has been executed, in duplicate, by and on behalf of the parties hereto, the day and year first above written.

CITY, COUNTY, FIRE DISTRICT, DEPARTMENT, or AGENCY: STATE OF CALIFORNIA:

COUNTY OF MARIPOSA

by [Signature]
Chairman, Board of Supervisors
County of Mariposa

(Charles Manfred)
Director,
Office of Emergency Services

By [Signature]
Richard G. Barrows, Chief
Fire and Rescue Division

(Title)

-2-

Form F-130 4/71 EXHIBIT "E"
The Board of Supervisors of the County of Mariposa, met this 26th day of August, 1975, with all members present.

The minutes of the Board meeting of August 19, 1975, were approved as mailed.

Peter Artero, Road Dept., discussed road matters.

On motion of Long, seconded by Dalton, the Board allowed Peter Artero, David Caldwell, William Lincoln, and Lindy McNally, Road Dept., to accumulate up to 45 days vacation time.

On motion of Long, seconded by Moffitt, the Road Commissioner was authorized to call for proposals for antifreeze for the Road Dept.

The Chairman was authorized to sign the Air Pollution Control Subvention Application, for 1975-’76, on motion of Long, seconded by Moffitt.

Travel request was granted to John Thomson, Sanitarian, to attend MCAB, TAC meeting in Amador County on September 9, 1975, on motion of Clark, seconded by Dalton.

The Board approved Health Dept. requirement that the Soil Studies and Sewage Disposal Systems be designed by a licensed civil engineer or registered Sanitarian before the Health Dept. will issue a permit for a private sewage disposal system, on motion of Long, seconded by Clark.

Ordinance No. 406, fees for installation of mobil homes, was passed and adopted, having previously been presented.

Res. 75-114 was passed and adopted, setting the tax rate for Mariposa County for fiscal year 1975-’76, on motion of Clark, seconded by Dalton.

Ordinance No. 366-C, including the William Alison property in the A-E District, passed and adopted, having previously been presented.

On motion of Long, seconded by Clark, the Planning Commission secretary was authorized to apply for installation of a telephone for the Planning Commission office.

A step raise for Craig McDonald, Custodian II, was granted, Range 17, Step H, effective September 1, 1975, on motion of Long, seconded by Moffitt.

On motion of Clark, seconded by Long, Lois Lewis, Acting Welfare Director, was authorized to hire an Eligibility Worker I at Range 14, Step D.

On motion of Moffitt, seconded by Dalton, the Board authorized the chairman to sign Res. 75-116 regarding an agreement between Mariposa Co. Sheriff’s Dept. and the State of California Cooperative Personnel Services Division for examining services.

On motion of Clark, seconded by Dalton, the Board met in executive session on a legal matter. Sup. Long excused himself prior to the Bd.‘s executive session.

Chairman turned the gavel over to Supervisor Long, Chairman Pro Tem. Res. 75-117 passed and adopted, accepting FAOS funds for the construction of Indian Peak Bridge, on motion of Richardson, seconded by Clark.
On motion of Long, seconded by Clark, the Board cancelled the meeting of October 28, 1975, because of the CSAC convention in San Jose. The clerk was directed to so advertise.

On motion of Long, seconded by Clark, step raises were granted to Rod Sinclair, Deputy Sheriff II, Range 26, Step D, effective 9/13/75; Walter E. Butler, Sheriff's Dept., Range 22, Step B and Gerald C. Neal, Deputy Sheriff II, Range 26, Step C, both effective 9/1/75.

Tax cancellation No. 746 was granted pursuant to section 4986-a-2 R&T Code, on motion of Moffitt, seconded by Long.

On motion of Moffitt, seconded by Clark, Chairman was authorized to sign agreement between County of Mariposa and Mrs. Jeannie Enos, Salvager at the Sanitary Landfill Site.

On motion of Clark, seconded by Long, the Auditor was directed to draw warrant in the amount of $20 to the Mariposa County Telephone Co. for phone installation at the Mariposa Co. Sanitary Landfill Site.

There being no further business the Board adjourned to meet again in regular session on Tuesday, September 2, 1975 at 10:00 a.m.

TOM E. RICHARDSON, Chairman
Board of Supervisors

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

Agreement made ________________, 19____, between the
COUNTY OF MARIPOSA, a political subdivision of the State of
California, hereinafter referred to as COUNTY, and Mrs. Jennie
Enos, a married woman, hereinafter referred to as SALVAGER.

STATEMENT OF CONTRACT

COUNTY is presently operating a Sanitary Landfill Operation
located adjacent to Highway 49 North, Mariposa, California. In
order to provide maximum effectiveness in the use of the Sanitary
Landfill Site, it is necessary to avoid the placing of salvagable
material which has recyclable value. Therefore, it is the intent
of the County to contract for the separation of these items and
provide for the salvage thereof.

1. SALVAGER shall inspect refuse entering the Sanitary
Landfill Site to insure that all items of salvage
value are deposited in the area designated for the
storage of said items and that no such items be
deposited in those areas reserved for refuse.

2. SALVAGER shall insure that all items salvaged shall
be removed from the Sanitary Landfill Site within
sixty (60) days of it being salvaged.

3. COUNTY shall pay to the SALVAGER the amount of Three-
Hundred and Fifty Dollars ($350.00) per month during
the length of this agreement. Further, the SALVAGER
shall receive as additional compensation all rights
to any profits derived from the sale of said salvage.

4. The terms of this agreement shall be for one (1)
year, commencing on the date of this agreement. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. SALVAGER shall be responsible for performing the work under this agreement in a safe, skillful, and workmanlike manner and shall be liable for her own negligence.

6. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

Executed this _______ day of __________, 1975; at Mariposa, California.

SALVAGER:

JENNIE ENOS
JENNIE ENOS

COUNTY OF MARIPOSA:

TOM R. RICHARDSON
TOM R. RICHARDSON, Chairman
Board of Supervisors
The Board of Supervisors of the County of Mariposa met this 2nd day of September, 1975 with all members present.

The minutes of the Board meeting of August 26, 1975 were approved as corrected.

Peter Artero, Road Commissioner, discussed road matters.

Tom Coakley, Water Study Committee Chairman, was granted permission by the Board to send a Questionnaire to approx. 300 residents outside the MPUD regarding water conditions and needs.

Res. 75-118, was passed and adopted, on motion of Clark, seconded by Moffitt, approving and authorizing the Chairman to sign the Cooperative Fire Protection Service Agreement between the County and the State.

Tax Cancellation Nos. 747 through 752, were granted pursuant to R & T Code, sec. 4986-b; No. 753 granted pursuant to R & T Code, sec. 4831(a); No. 754 granted pursuant to R & T Code, sec. 4986-a-1; Nos. 755 & 756 granted pursuant to R & T Code, sec. 4986-a-4, on motion of Long, seconded by Moffitt.

Tax Cancellation No. 757 was granted pursuant to Sec. 4986-a-2 of the R & T Code, on motion of Long, seconded by Moffitt. Ayes: Clark, Dalton, Long, Moffitt. Abstain: Richardson.

Res. 75-119, amending Res. 75-46, Parcel Map Requirements, was passed and adopted, on motion of Moffitt, seconded by Long.

On motion of Moffitt, seconded by Long, Ord.407 was presented establishing policies regarding qualifications, appointments and training of undersheriff and deputies, to be voted on Sept. 10, 1975.

Barbara Saye, Auditor-Recorder, discussed Frank Casaccia maps and other matters. Res. 75-120 was passed and adopted, on motion of Moffitt, seconded by Long, an appropriation of $40 to Auditor, Fixed assets, adding machine.

Res. 75-121, setting Mobile Home Inspection fee at $150, pursuant to Ord. 406, was passed and adopted, on motion of Long, seconded by Moffitt.

On motion of Long, seconded by Dalton, the Clerk was directed to write a letter to David Mathews, secretary of HEW, in regard to P.L. 93-641.

Travel request for Eldon Bartholomew was granted, Weights & Measures convention, Redding, Sept. 22-26, 1975, on motion of Moffitt, seconded by Clark.

County Counsel was authorized to act on behalf of Board of Supervisors in regard to appeal of State Board of Equalization Order, on motion of Moffitt, seconded by Clark.

The second Public Hearing on the proposed Major-Minor Subdivision Ordinance is set for October 21, 1975 at 2:00 p.m. in the Board of Supervisors meeting room. Clerk directed to so publish.

There being no further business the Board adjourned to meet again in regular session Wednesday, September 10, 1975.

ATTEST:  

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

TOM R. RICHARDSON, Chairman
The Board of Supervisors of the County of Mariposa met this 10th day of September, 1975 with all members present.

The minutes of the Board meeting of Sept. 2, 1975 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Moffitt, seconded by Dalton, the Chairman has permission to have the well buildings trimmed and painted in lieu of installing a chain link fence in Yosemite West.

Supervisor Dalton is to contact by letter the owner of a bridge which is in hazardous condition on the Haslo Mine Road, on motion of Moffitt, seconded by Clark. On motion of Long, seconded by Moffitt, the Road Commissioner is to post an "End of County Maintained Road" sign just before bridge on the Haslo Mine Road.

Res. 75-122, was passed and adopted, appropriation of $77.17, Justice Court, fixed assets, on motion of Long, seconded by Dalton.

Ord. No. 407, establishing policies regarding qualifications, appointments etc. undersheriff and deputies, was passed and adopted having been previously presented Sept. 2, 1975.

The following travel requests were granted: Bruce Jacobs, Kathleen Bagwell, Forrest Fuller and Russ Bailey, Calif. County Planning Commissioners Assoc. Annual Conference, Redding, Oct. 9-11, 1975, on motion of Moffitt, seconded by Long.

On motion of Long, seconded by Moffitt, the County Clerk was authorized to increase the Revolving Fund to $200.00

On motion of Long, seconded by Clark, the following Tax Cancellations were granted: No. 758 to 770 pursuant to Sec. 4986-b, R. & T. Code; No. 771 to 774 pursuant to Sec. 4986-a-1, R. & T. Code; No. 775 & 776 pursuant to Sec. 4986-b-2, R. & T. Code; No. 777 pursuant to Sec. 4986-a-2, R. & T. Code; No. 778 pursuant to Sec. 275-C, R. & T. Code.

Judy DeVries and several parents of pre-schoolers appeared requesting funds for fencing back property line at Darrah Community Hall for Mariposa Preschool. The matter was taken under submission for 2 weeks.


On motion of Long, seconded by Moffitt, James L. Spriggs and Ralph Walker were appointed Directors of the Mariposa Public Utility District per Sec. 23520 of Elections Code.

On motion of Long, seconded by Clark, the Board of Supervisors went on record in opposition to AB1894 which allows funds for the development of Recreational trails to and between State Parks.

On motion of Moffitt, seconded by Clark, the Board authorized County Counsel to discuss continuance to Sept. 23, 1975 at 2:00 p.m. of the Appeal Hearing of Land Division Application No. 349 with Stewart Hatler.

On motion of Moffitt, seconded by Long, budget revisions of the Mental Health Services for Mariposa County were approved.
On motion of Long, seconded by Clark, the Clerk was directed to send a telegram to Gov. Brown urging him to veto SB 599 regarding County Jails and local departments of corrections.

There being no further business the Board adjourned to meet again in regular session, Sept. 16, 1975 at 10:00 a.m.

TOM R. RICHARDSON
Chairman of the Board

ATTEST:

ELLEN BRONSON, County Clerk and ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 16th Day of September with all members present.

The minutes of the Board meeting of Sept. 10, 1975 were approved as mailed.

The following claims were approved as presented:

- Contingent Fund: $4,162.95
- Don Pedro 1-M: 136.23
- Yosemite West: 937.27
- Mariposa Pines: 115.30
- Yosemite Alpine Village: 156.88
- Don Pedro Sewer Zone: 567.35
- Federal Administration Fund: 501.86
- Law Library: 144.53
- Mariposa Lighting Dist.: 363.78
- Hornitos Lighting Dist.: 42.98
- Coulterville Lighting Dist.: 77.36
- S.A.P. Fund: 114.28
- Road Department: 18,866.80
- Recreation and Parks: 3,683.26
- General Fund: 43,019.90

The Clerk was directed to write a letter of thanks to Acting Superintendent of Yosemite National Park, John M. Good, for the donation of a 50' trailer to be used at the Mariposa County Sanitary Landfill Site.

Res. 75-123, transfer of $1,000.00 from Ponderosa Basin purchase of Fire Truck to construction of garage was passed and adopted, on motion of Richardson, seconded by Moffitt.

On motion of Long, seconded by Moffitt, the matter of fencing back property line of Darrah Community Hall for Mariposa Preschool is to be referred back to the Parks and Recreation Commission for review at its request.

On motion of Moffitt, seconded by Clark, the low bid of Luda Auto Parts for Anti-Freeze was accepted. Ayes: Clark, Long, Moffitt, Richardson. Noes: Dalton

Joe Proietti, Lorenzi-Masasso Insurance Company, discussed various insurance matters. The Clerk was directed to write a letter to all Department heads requesting the names & license numbers of all persons driving County Vehicles or using personal vehicles for County business. On motion of Long, seconded by Moffitt, Chairman authorized to sign exclusion endorsement in regard to primary liability.

Jane Ramos, Census Supervisor, discussed problems related to taking the Special Census. On motion of Long, seconded by Moffitt, within the Census Supervisor's judgment, overtime (over 40 hours a week) will be allowed for census workers.

On motion of Clark, seconded by Moffitt, the custodian is authorized to install 4 additional new light fixtures in the Clerk's office.

The following travel requests were granted: Jack Owen, Assessor, nunc pro tunc Sept. 10, 1975 & Sept. 15-16, Sacramento, State Equalization Order; Barbara Saye, Auditor-Recorder, Sept. 21-24, 1975, Monterey, Recorder's Convention, on motion of Long, seconded by Clark.
On motion of Long, seconded by Dalton, Res. 75-124 declaring Sept. 17 through Sept. 24 "Constitution Week", was passed and adopted.

The following Tax Cancellations were granted: No. 779 pursuant to R. & T Code Sec. 4986-b and No. 780 pursuant to R & T. Code Sec. 275-c, on motion of Long, seconded by Clark.

Ord. 408, extending for 180 days the effective period of Subdivision Ord. 395, was passed and adopted, on motion of Long, seconded by Dalton.

On motion of Moffitt, seconded by Clark, Mrs. Cecilia Wray was appointed provisional Service Aid, Welfare Dept., Range 12, Step C.


Res. 75-125, was passed and adopted, ordering the County Clerk to canvass the returns of the Sept. 8, 1975, Yosemite Alpine Community Service District Special Election, on motion of Long, seconded by Clark.

The Board met as the Mariposa County Transportation Commission. On motion of Moffitt, seconded by Clark, the Chairman was authorized to sign Res. 75-3 which authorizes the Chairman to negotiate and execute grant application for subvention monies from the State for Mariposa transportation planning. Charles Welch and Walter Curtis, California Department of Transportation, presented the preliminary draft of the Mariposa County Transportation Plan.

The Clerk was directed to send a letter of condolence on behalf of the Board to Tuolumne County Supervisor Tilio "Chip" Chiappelli in regard to the loss of his wife.

On motion of Moffitt, seconded by Clark, Supervisor Dalton is appointed alternate Director to CSAC Board of Directors.

On motion of Long, seconded by Clark, the Board went on record in opposition to AB 2370 (Wornum), Air Pollution citations for nonvehicular sources.

There being no further business the Board adjourned to meet again in regular session, Sept. 23, 1975 at 10:00 a.m.

TOM R. RICHARDSON
Chairman of the Board

ATTEST:
ELLEN BRONSON, County Clerk and
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 23rd day of September, 1975, with all members present.

The Board of Supervisors minutes of Sept. 16, 1975 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.


The Board of Supervisors met as the Board of Directors of the Yosemite West Maintenance District No. 1. On motion of Moffitt, seconded by Long, Peter Artero, County Surveyor, was authorized to determine location of easement line on Encinas property, Lot No. 258, in Yosemite West.

County Counsel is authorized to file suit against State Board of Equalization, on motion of Moffitt, seconded by Long.

Supervisors Frank Long excused himself from meeting.

On motion of Moffitt, seconded by Clark, the Assessor is authorized to make legal assistance funds from Assessor's budget available to County Counsel, when and if necessary.

Arthur Rohde, Administrator, Mariposa Mental Health Program, discussed appointment of County Local Mental Health Director and the '75-'76 Mental Health budget. On motion of Long, seconded by Moffitt, the final Mental Health budget was approved decreasing the County's share by $79 to reflect a total county share of $7,267 and increasing the total by $3,696 to reflect a total of $93,486.

Glen R. Power, Director, Senior Assistance Program, discussed unloading and loading area in downtown Mariposa for the senior citizen's bus. It was determined that the bus might be able to park on 6th Street at Highway 140, from 9 a.m. to 4 p.m. The Clerks were directed to check County Ordinances in regard to the above.

Everett Gale, Parks Manager, M.I.D., presented claim for reimbursement for Boating Safety and Enforcement programs. On motion of Long, seconded by Moffitt, the Chairman was authorized to sign said claim.

Supervisor Carroll Clark discussed implementation of Mariposa Sanitary Landfill operation.

The Division of Highways, Merced, he requested to remove the 'road closed' sign east of Cunningham Road and the sign in Merced, on motion of Long, seconded by Dalton. Copies of the letter to be sent to Les Arnb erg er, Assemblyman Maddy and Senator Zenovich.

Supervisor Long excused himself from the meeting.

Road Commissioner is authorized to waive the 15 ton load limit on the Old Highway between Highway 49 and Yaqui Gulch Road for R. & L.
Transport when the company puts up a $2,500 cash deposit with the Auditor, on motion of Moffitt, seconded by Dalton.

On motion of Moffitt, seconded by Clark, the Board of Supervisors accepted the resignation of John L. Shimer as a Mariposa County Planning Commissioner with regrets, subject to the appointment of a successor.

The time being 2:00 p.m. the public hearing on the appeal of Planning Commission denial of Land Division Application No. 349 — Stewart Hatler — was opened. Evidence was presented into the record and testimony given and considered by the Board of Supervisors in its decision. On motion of Long, seconded by Moffitt, the Board met in Executive Session on a legal matter. On motion of Long, seconded by Dalton, based on the evidence presented at this time there doesn't appear to be sufficient evidence to overturn the Planning Commission decision, the Board's findings be the findings of the Planning Commission and be incorporated in the decision and further that this appeal be denied without prejudice.

On motion of Moffitt, seconded by Clark, the Planning Commission secretary is authorized to work September 25 and October 2nd to provide assistance to MCAG, to be paid regular salary broken down to an hourly rate plus all benefits.

On motion of Long, seconded by Clark, upon recommendation of Road Commissioner, William Lincoln, Road Dept., was granted a step raise, Range 33, Step E. effective 10/1/75.

On motion of Moffitt, seconded by Clark, the following step raises were granted: Thomas Deutsch, Road. Dept., Step D, Range 20 and David Caldwell, Road Dept., Step H, Range 20. both effective 10/1/75. Ayes: Clark, Dalton, Moffitt, Richardson. Noes: Long. Supervisor Long stated he voted no because the requests did not qualify pursuant to Ord. 246, Section III.

On motion of Long, seconded by Clark, the action granting step raises to Thomas Deutsch and David Caldwell was rescinded and referred back to the Road Commissioner for compliance with Ordinance No. 246, Section III. Ayes: Clark, Long, Richardson. Noes: Dalton, Moffitt.

Res. 75-126, was passed and adopted, on motion of Moffitt, seconded by Clark, Approp. of $54.70, to Welfare Dept., fixed assets, copy machine.

On motion of Long, seconded by Dalton, the Auditor was directed to draw a warrant for $108.40 to Post Office for 1000 stamped envelopes for Sheriff's Dept.

The Sheriff was authorized to hire Kenneth Devoe, starting Oct. 1, 1975 at Range 26, Step C, on motion of Long, seconded by Dalton.

On motion of Long, seconded by Clark, the County Counsel and Supervisor Moffitt are to contact Joe Selbert's Radio Communications of Modesto in regard to the nonfulfillment of bid awarded April 11, 1975, two mobile radio transceivers for the ATAAP Van.

On motion of Dalton, seconded by Long, the miscellaneous items at the Coulterville Jail are declared to be less than $75.00 in value and are surplus. Those items which can be used are transferred to the Coulterville Fire Dept.

On motion of Long, seconded by Moffitt, the Chairman was authorized to sign application for a street light.
There being no further business the Board of Supervisors adjourned to meet again in regular session, Oct. 7, 1975 at 10:00 a.m.

TOM R. RICHARDSON, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
and ex officio Clerk of the Board of Supervisors

by

Chief Deputy