BOARD OF SUPERVISORS
April 1, 1975

The Board of Supervisors of the County of Mariposa met this 1st
day of April, 1975, with Supervisors Hurlbert, Moffitt, Clark, and
Richardson present. Excused: Supervisor Long.

The minutes of the Board meeting of March 25, 1975, were approved
with the following correction: "On motion of Long, seconded by Clark,
the Board authorized the Chairman to send a letter to the Assistant
State Director of Cooperative Extension Services requesting another
position in the Mariposa Farm Advisor's office and stating the Board's
intent to budget in support of this additional position."

Peter Artero, Road Dept., spoke on road matters.

On motion of Moffitt, seconded by Richardson, transfers by cost
center were approved for Yosemite Alpine Village Community Service District

On motion of Moffitt, seconded by Richardson, the Chairman was author-
ized to file a small claims action against the owner of Lake Don Pedro
Sewer Zone Lot #1776 for collection of a sewer connection fee.

On motion of Richardson, seconded by Clark, the Board will purchase
a number of County Seals for use on County-owned vehicles.

Resolution No. 75-61 was passed and adopted, an appropriation of
$5,000 to Mariposa Justice Court for jury expense, on motion of Richardson,
seconded by Moffitt.

Resolution No. 75-62 was passed and adopted, regarding operating,
garaging, and maintenance procedures for county-owned vehicles, on motion
of Richardson, seconded by Clark.

Ordinance No. 398 was passed and adopted, having been presented at
the Board meeting of March 25, 1975, a dog licensing and control ordinance.

On motion of Moffitt, seconded by Richardson, the County Clerk was
authorized to advertise for bids on unused election equipment.

On motion of Moffitt, seconded by Clark, Jesse J. McNally was
appointed to the Mariposa Comprehensive Health Planning Board of Directors
as a provider member.

On motion of Moffitt, seconded by Richardson, the following travel
requests were granted: Lynne Robinson, Deputy Clerk, April 3, 1975,
Fresno, preparation of papers for an appeal, with use of County Car;
D.A., Fresno, Training Program, April 5, 26, and June 7, 1975; John Thomson, U.C. Davis, Wastewater Reclamation course, April 8-11, 1975, registration fee of $30.00.

On motion of Moffitt, seconded by Clark, the Auditor was authorized to draw warrant to Postmaster for 5,000 stamped envelopes for Treas.-Tax Collector's office in the amount of $548.50.

Mr. Bob Hall, Public Employees Representative, presented budget requests. He noted that the Consumer's Price Index (S.F.-Oakland Area) increased by 12.5% this last year. By previous Board action, future employee salary adjustments are to be made based on the CPI (S.F.-Oakland area) for the first $600 of salary with a flat rate to be set for salaries over $600.

Mr. Rocky Williams, manager of Yosemite West Condominiums, requested a "No Parking" ordinance for portions of the roads in that area. County Counsel was directed to work with the County Engineer and Mr. Williams on drafting such an ordinance, on motion of Richardson, seconded by Moffitt.

On motion of Richardson, seconded by Moffitt, the Board met in an Executive Session on a personnel matter and to confer with legal counsel, and reconvened in regular session.

Mr. Jack Metzger, Bavarian Village Developer, spoke to the Board regarding his proposed project.

On motion of Moffitt, seconded by Clark, the Board authorized Leonard Gabrielson, Maintenance Supervisor, to terminate an employee as of April 1, 1975, at 5:00 p.m.

On motion of Richardson, seconded by Clark, Supervisor Moffitt was appointed to serve as the Board's representative for NACo's Alcoholism and Alcohol Abuse Project.

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

ATTEST: HARRY F. HURIBERT
ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
Chairman of the Board
The Board of Supervisors of the County of Mariposa met this 8th day of April, 1975 with all members present.

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

Peter Artero, Road Dept., spoke on road matters.

Ordinance No. 399, revision of Water Well Ord. 373, was presented, on motion of Moffitt, seconded by Richardson. Vote to be held at Board meeting of April 15, 1975.

On motion of Richardson, seconded by Moffitt, the County Counsel was authorized to negotiate contract with Albert Kahl for architectural work on Jail extension. Ayes: Clark, Hurlbert, Moffitt, Richardson. Noes: Long.

The time being 10:30 a.m., bids were opened on ATAAP Senior Assistance Project Mobile Radio Transceivers. The bids were taken under submission to be reviewed by Glen Power with a decision to be announced later in the day.

James Walton and Tom Buchanan appeared requesting a waiver of fee for use of a packer disposal unit. On motion of Clark, seconded by Richardson, the fee of $100 was waived for 30 days.

On motion of Long, seconded by Richardson, the Mariposa County Health Fair is recognized as an official county activity under the direction of the Health Department.

The Auditor was authorized to draw warrant in amount of $130 to the Road Department for repairing wheels on the Mariposa Sanitary Landfill Site Compactor, Edward R. Bacon Company to be billed for reimbursement, not paid, Small Claims Court action will be initiated, on motion of Clark, seconded by Richardson.

On motion of Clark, seconded by Moffitt, Res. 75-63 was passed and adopted, requesting that Highway 140 remain open and construction of the sewer line be stopped from Friday, May 2, 1975, to Monday,

Mrs. Wipfler appeared regarding the Wipfler lease of the Lake Don Pedro Dump site property for cattle grazing. On motion of Moffitt, seconded by Long, the present lease agreement with the Wipflers be rescinded because of a mutual mistake, and the lease money be refunded to the Wipflers.

On motion of Moffitt, seconded by Clark, the Auditor was directed to draw a warrant for $320 to the Wipflers - refund of 1974 - 75 lease money for the Lake Don Pedro Dump Site property.

On motion of Moffitt, seconded by Richardson, the County Counsel was directed to prepare a lease agreement to run from May 1, 1975, for the Lake Don Pedro Dump Site property between the County and Wipflers, with the consideration being maintenance of the present fence, and building and maintenance of approximately ½ mile of new fence.

On motion of Richardson, seconded by Moffitt, the low bid of Joe Seibert's Radio Communications of Modesto, in the amount of $2,121.06, was accepted for the ATAAP mobile radio transceivers.

On motion of Moffitt, seconded by Richardson, the following persons were appointed as Commissioners of the Mariposa County Parking District #1: Leroy Radanovich, James D. Dulcich, and Ewen W. Reneau.

The following travel requests were granted on motion of Richardson, seconded by Moffitt: Planning Commissioner Bagwell, May 1-2, San Francisco for Extension Course at Univ. of Calif.; one member of Rd. Dept., April 22-25, Los Angeles, Water Pollution Control Assoc. meeting; Ellen Bronson, Co. Clerk, Donna Matlock, Lynne Robinson, Jan Robinson and Carolyn Anderson, Saturday, April 19, 1975, Madera, Workshop on Superior Court Clerks, Board of Supervisors Clerks, and Elections.

On motion of Richardson, seconded by Clark the Auditor was directed to draw warrant in the amount of $90.00 to Planning Commission Secretary, payment for attendance at Planning Commission night meetings.
Richard Kelley appeared regarding his application for variance from Co. Road Standards within his travel trailer-mobile home park. On motion of Moffitt, seconded by Richardson, the variance from Co. Road Standards within Kelley's Travel Park was granted.

On motion of Clark, seconded by Moffitt,

the Planning Commission Office will remain open on a permanent basis for 4 days a week with the Secretary to receive 80% of wage schedule pursuant to Res. 74-58.

On motion of Richardson, seconded by Clark, Herbert Davis was hired by the Board to make application for grant funds for the Mariposa-Yosemite Airport.

On motion of Richardson, seconded by Moffitt, the following step raise was granted: Peter Artero, Range 41, Step G, effective April 15, 1975.

On motion of Long, seconded by Richardson, all Department heads under the salary Res. No. 74-58 are to be recommended for their annual step raises on recommendation of County Counsel.

On motion of Long, seconded by Richardson, the County Counsel is to prepare a Notice of Completion for the roof repair at the Mariposa-Yosemite Airport Administration Building done by Cross Roofing Co.

On motion of Long, seconded by Clark the County Counsel was authorized to purchase books within his budget.

On motion of Long, seconded by Long, the Board supports Res. Resolution of South El Monte against SB 95, which is a Marijuana Penalties and Offenses bill.

There being no further business, the Board adjourned to meet again in regular session on Tuesday, April 15, 1975, at 10:00 a.m.

HARRY F. HURLBERT
Chairman of the Board

ATTEST:

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

April 15, 1975

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

The minutes of the Board of Supervisors meeting of April 8, 1975, were approved as corrected.

Peter Artero, Road Dept., spoke on road matters.

The following claims were approved as presented:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$35,625.55</td>
</tr>
<tr>
<td>Law Library</td>
<td>75.63</td>
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<tr>
<td>Mariposa Lighting Dist.</td>
<td>716.37</td>
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<tr>
<td>Hornitos Lighting Dist.</td>
<td>85.98</td>
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<tr>
<td>Coulterville Lighting Dist.</td>
<td>154.76</td>
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<tr>
<td>PSE Fund</td>
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<td>Title VI</td>
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<td>Manpower Fund</td>
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<td>Rec. and Parks Fund</td>
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<tr>
<td>Contingent Fund</td>
<td>1,561.77</td>
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<tr>
<td>Road Dept. Fund</td>
<td>9,407.37</td>
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<tr>
<td>Lake Don Pedro Serv. Area 1-M</td>
<td>591.29</td>
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<tr>
<td>Yosemite Alpine Comm. Serv. Area</td>
<td>52.01</td>
</tr>
<tr>
<td>Mariposa Pines Serv. Area 1-M</td>
<td>101.38</td>
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<tr>
<td>Lake Don Pedro Sewer Zone</td>
<td>988.22</td>
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<tr>
<td>Yosemite West Maintenance Dist.</td>
<td>1,637.74</td>
</tr>
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</table>

On motion of Long, seconded by Richardson, Ellen Bronson, County Clerk, was authorized to sign Cooperative Agreement with U.S. Dept. of Commerce, Weather Bureau, for precipitation service.

Chairman was authorized to sign Notice of Completion on the Airport Administration Building roof repair job done by Cross Roofing, on motion of Long, seconded by Moffitt.

On motion of Richardson, seconded by Long, the Auditor was directed to draw warrant to Cross Roofing Company in the amount of
$285.30, (90% of total) for roof repair at the Mariposa - Yosemite Airport.

The National Park Service rules and regulations for the El Portal Administrative Site were approved on motion of Richardson, seconded by Moffitt.

On motion of Clark, seconded by Long, Supervisor Moffitt was authorized to sign bill for repairs on Mormon Bar Fire Truck in excess of $600, but not to exceed $650.

Ord. No. 399, Water Well Standards, was passed and adopted having been previously presented at the Board meeting of April 8, 1975.

On motion of Clark, seconded by Moffitt, the Chairman was authorized to sign lease agreement with Wipflers for the Lake Don Pedro Dump Site property to be used for grazing.

Doris Cochran and Angie Hopkins presented the 1975 - '76 proposed budget for the Mariposa Libraries to be taken under consideration at budget time.

Ed Alves, Mariposa Sanitary Landfill Operator, appeared in regards to various problems at the Mariposa Landfill Site.

Judge Egon W. Mueller appeared requesting step raise for his Justice Court Clerk. On motion of Richardson, seconded by Clark a two-step raise for Margie Lincoln, Justice Court Clerk, was granted, to Step C, Range 17, effective May 1, 1975.

John Rotondo, Parks and Recreation Director, reported that a theater group was interested in using the Little Theater for 20 performances beginning June 20, 1975, and the County Counsel was directed to draw up an agreement.

The Board set the per diem rate for the public member of the Parole Commission at $20 for a half day and $30 for a whole day, with travel expenses based on Co. Mileage allowance Ordinance.

Dean Alexander and Charles Welches, CALTRANS representatives, appeared before the Board presenting 1975-'76 update for Mariposa Transportation Plan.

Tony Gorham & Steve Hart, NPS, requested lease of County's
Dempster Refuse Truck until delivery of a new truck to the National Park service, Yosemite. Matter was taken under consideration.

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

On motion of Moffitt, seconded by Clark the following travel requests were granted: John Rotondo and Rich Begley, Parks and Recreation Dept., Sacramento, April 16, 1975 to present Park and Recreation Bond Proposal; Pat Moser Health Dept, Secretaries Orientation Seminar, May 15 & 16, 1975, South Lake Tahoe; Ed Cronin, Welfare Dept., April 17 & 24, May 1, 15, 19, 22, 29 and June 5, 1975, Seminar-workshop Family Diagnosis & Treatment course, Fresno; Jesse McNally, Welfare Director, April 25, San Joaquin Valley Welfare Director's Assoc, Fresno, and May 7th & 8th, Anaheim, CWDA meeting.

On motion of Long, seconded by Moffitt, the Auditor was directed to draw warrant to Postmaster in the amount of $400 for stamps, Welfare Dept.

On motion of Richardson, seconded by Clark, the Chairman was authorized to sign agreement with Albert W. Kahl for architectural services on the Mariposa Jail Extension. Ayes: Richardson, Moffitt, Clark, Hurlbert. Nays: Long.

On motion of Long, seconded by Richardson, a parade permit was issued to the Mariposa Co. High School - Grizzlies Marching Band, for the Royal Cavalier's Marching Band performance to be held on April 27, 1975.

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

ATTEST:

[Signature]

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

HARRY F. HURLBERT
Chairman of the Board
AGREEMENT

This Agreement, made and entered into this _____ day of _____________, 1975, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "Lessor", and MR. and MRS. L. A. WIPPLER, hereinafter referred to as "Lessee".

WITNESSETH

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

2. Term: The term of this lease is one (1) year, beginning the _____ day of _____, 1975; to the _____ day of _____, 1975.

3. Consideration: The total consideration of this lease is that the Lessee agrees to construct a fence of approximately five-tenths (.5) mile located on the northeast quarter of Section 22 as shown on the attached map.

Further, the lessee agrees to construct said fence to the following specifications:

- Wire, (4) strand, two (2) prong, twelve and one half (12 1/2) gauge with metal posts one rod (1) apart.

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

5. **No Waste, Nuisance, or Unlawful Use:** Lessee shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the premises for an unlawful purpose. The Lessee further agrees to maintain complete fencing around the above described property.

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

7. **Prohibition Against Assignment or Sublease of the Premises:** Lessee agrees not to assign or sublease the premises leased, or any part thereof, without first obtaining Lessor's written consent, or to allow any other persons except Lessees' agents, or employees to occupy the premises or any part thereof, without first obtaining Lessor's written consent.
8. Either the Lessor or the Lessee may terminate the Lease within Sixty (60) days should it become necessary for the Lessor to develop the above-described property for a sanitary landfill site.

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

COUNTY OF MARIPosa

by HARRY F. HURLBERT
HARRY F. HURLBERT, Chairman
Board of Supervisors

MR. L. A. WIPFLER
MR. L. A. WIPFLER

MRS. L. A. WIPFLER
MRS. L. A. WIPFLER
AGREEMENT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this ___th____ day of ______, 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 drawings by necessary public agencies.

(c) Architect shall be responsible for the preparation 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 required to delineate the working drawings, including the furnishing 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 preliminary 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 equipment. Said forms of proposals, advertisements, bids, and notices to be in conformance with all requirements of the California 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 representative 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.

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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.

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(b) When preliminary drawings, renderings and preliminary estimates have been completed and approved as described in paragraph II, 1-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 equip-
ment 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.

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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
complete and incomplete drawings and other documents whether
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 (PL90-351) 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 herof 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.

///
///

-12-
ATTEST: 

COUNTY OF MARIPOSA

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

by HARRY F. HURLBERT
HARRY F. HURLBERT, Chairman
Board of Supervisors

ATTEST: 

ARCHITECT

by ALBERT W. KAHL
ALBERT W. KAHL
The Board of Supervisors of the County of Mariposa met this 22nd day of April, 1975, with all members present.

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

George P. Greenamyer, represented by Attorney Richard S. Gimblin, appeared and requested direction regarding Parcel Map #325 filed by Mr. Greenamyer. The Board directed Mr. Gimblin to prepare an agreement which would be considered later in the day.

On motion of Richardson, seconded by Clark, Supervisor Long was authorized to hire a tour guide to begin Courthouse tours May 3rd, 1975.

Ed Alves, Sanitary Landfill Operator, appeared before the Board on various matters pertaining to the Mariposa County Sanitary Landfill.

On motion of Moffitt, seconded by Clark, the Chairman was directed to write a letter to P.G. & E. requesting service at the Mariposa County Sanitary Landfill Site.

The time being 10:30 a.m., bids were opened on used Road Dept. equipment. On motion of Richardson, seconded by Moffitt, the following high bids were accepted: Adams Leaning Wheel Pull Grader, to Fred Richards for $510; 1965 Ford Pickup, to Egon W. Mueller for $686 and Valve Grinding Machine to J.P. Willis for $83.88.

On motion of Clark, seconded by Moffitt, the following travel requests were granted: Glenn Power and office clerk, ATAAP training session, Modesto, April 25, 1975; J.J. McNally, Welfare Director, CWDA Quality Control/Fair Hearing Committe meeting, Stockton, April 23, 1975.

Resolution No. 75 - 64 was passed and adopted, on motion of Richardson, seconded by Moffitt, authorizing Chairman to sign agreement between County and California Dept. of Youth Authority
for juvenile observation, diagnosis and report services.

William L. Reagain, represented by Attorney Richard S. Gimblin, appeared for the appeal hearing of the Planning Commission's denial of his Use Permit Application #76. Gene White, C.I. Wright, Ruth Massey, and Mr. and Mrs. Paul Rusche spoke from the floor. Mr. Gimblin presented letters from Weiss, Butts, Fissel, & Bottoms voicing no objection to the project. The Chairman listed names of those who filed written objections as follows: Payne, Lowe, Rusche, DeSalvo, Wright and Schmelger. On motion of Clark, seconded by Long, the appeal was upheld by determining that a use permit was not required under Ordinance 345 and its amendments.

Resolution No 75-65 was passed and adopted, on motion of Clark, seconded by Richardson, authorizing the Chairman to sign agreement between the County and the Greenamyers, whereby Greenamyers shall provide a sewer and water line to Parcel #1 by January 1, 1977, in consideration of approval and filing of their final Parcel Map #325.

Glen Power, ATAAP Senior Asst. Project Director, appeared before the Board. On motion of Clark, seconded by Richardson, Mr. Power was authorized to have an air conditioning unit installed in the ATAAP van, as well as a heavier duty radiator, if required, not to exceed the budget.

Resolution No. 75-66 was passed and adopted, on motion of Richardson, seconded by Long, proclaiming the month of May "Older Americans' Month".

Charles Hand, Deputy Probation Officer, appeared to discuss the Special Supervision Program for Mariposa Co. Probation Dept.

Res. 75-67 was passed and adopted, on motion of Long, seconded by Clark, authorizing the County to participate with the State Dept. of Youth Authority in the Special Sup. Program for County Probation Dept. and authorize Chief Probation Officer, Mrs. Pauline Hand, to coordinate program.

On motion of Richardson, seconded by Moffitt, the Board met as the Board of Equalization and reconvened in regular session.
On motion of Richardson, seconded by Clark, Supervisor Moffitt was authorized to approve a bill from the Mariposa County Road Dept. for repairs to the Mormon Bar Volunteer Firetruck in the amount of $664.40.

Res. 75-68 was passed and adopted, on motion of Long, seconded by Moffitt, approving misc. transfers and appropriations.

Res. 75-69 was passed and adopted, on motion of Richardson, seconded by Moffitt, approving transfers within the Assessor's budget. Ayes: Clark, Hurlbert, Moffitt, Richardson. Abstain: Long.

Barbara Saye, Auditor-Recorder, appeared on Budget matters.

There being no further business, the Board of Supervisors adjourned to meet again in regular session on May 6, 1975, at 10:00 a.m.

HARRY F. HURLBERT,
Chariman of the Board

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN RECEPTION CENTERS AND CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this ______ day of ______, 19____ at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF ______, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

   (a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental petition for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

   (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and
(c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.
6. The County agrees to pay the State the sum of $905.00 per month for each case studied, or for periods of less than a full month. County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

7. The period of this Agreement is from July 1, 1975 to June 30, 1976, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

3. Contractor agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

STATE OF CALIFORNIA
Department of the Youth Authority

COUNTY OF MARIPosa

By
Title

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.
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, age¹, 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 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 is 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.

¹ "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)
AGREEMENT

We, the undersigned, EDWIN C. GREENAMYER, J. GORDON GREENAMYER, and GEORGE P. GREENAMYER, hereinafter called GREENAMYER, and the MARIPOSA COUNTY BOARD OF SUPERVISORS, hereinafter called COUNTY, agree as follows:

For and in consideration of the approval and filing of that certain Parcel Map entitled PARCEL MAP FOR GEORGE P. GREENAMYER, et al, by COUNTY, GREENAMYER hereby agrees to provide a sewer and water line to Parcel Number One as said Parcel is delineated on that certain Parcel Map for GEORGE P. GREENAMYER, et al, recorded in Book _____, Page _____, of Parcel Maps, Mariposa County. Said sewer and water lines shall be installed by January 1, 1977.

EDWIN C. GREENAMYER
Dated: April 22, 1975

HARRY R. HURLBERT, Chairman
Mariposa County Board of Supervisors

GEORGE P. GREENAMYER

ATTEST:

Ellen Bronson, Clerk of the Board of Supervisors

STATE OF CALIFORNIA,
COUNTY OF MARIPOSA

before me, the undersigned, a Notary Public in and for said State, personally appeared EDWIN C. GREENAMYER, J. GORDON GREENAMYER, and GEORGE P. GREENAMYER, known to me, to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Public in and for said State.
BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Mariposa, State of California, participate with the State of California by and through the Dept. of the Youth Authority of said State of Calif. in the Special Supervision Program for Mariposa County Probation Dept., in the manner and to the extent as specified and set forth in the preliminary application for Special Program, Mariposa Co. Probation Dept., a copy of which is on file in the office of the County Clerk of the County of Mariposa.

BE IT FURTHER RESOLVED that Pauline Hand, Chief Probation Officer of the County of Mariposa be and she is hereby appointed as the County Official of the County of Mariposa to coordinate with the Dept. of Youth Authority of the State of Calif. any and all planning in connection with said Special Program, and for the certification to and reimbursement from said Dept. of the Youth Authority of any and all funds in connection with said Special Supervision Program.

The foregoing resolution was adopted this ___ day of April, 1975, by the following vote:

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

HARRY T. HURLBERT
Chairman of the Board

ELLEN BRONSON, County Clerk and Ex-Officio Clerk of the Board
SPECIAL SUPERVISION PROGRAM
MARIPOSA COUNTY
MARIPOSA COUNTY PROBATION DEPARTMENT

I. BUDGET RECAPITULATION

Salaries and Wages $18,589.62
Services and Supplies 12,100.00
Total Cost $30,689.62

Number of Staff:
One quarter-time Chief Probation Officer
One full-time Deputy Probation Officer
One half-time Clerical Position

Date program will begin operation JULY 1, 1975

County Coordinator:

Mrs. Pauline Hand
Chief Probation Officer
Mariposa County Probation Department
Post Office Box 76
Mariposa, California 95338
II  

**BUDGET DETAIL**

**CASE WORK POSITION:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1/2 Chief Probation Officer</td>
<td>$10,840.00</td>
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<tr>
<td>O.A.S.D.I.</td>
<td>158.54</td>
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<tr>
<td>Retirement</td>
<td>405.96</td>
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<tr>
<td>Insurance</td>
<td>66.66</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>3,341.16</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Full-time Deputy Probation Officer</td>
<td>9,101.00</td>
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<tr>
<td>O.A.S.D.I.</td>
<td>532.41</td>
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<td>Retirement</td>
<td>1,363.33</td>
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<tr>
<td>Insurance</td>
<td>266.64</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>11,263.38</strong></td>
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<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>1/2 Clerk-Typist</td>
<td>6,549.00</td>
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<tr>
<td>O.A.S.D.I.</td>
<td>191.56</td>
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<td>Retirement</td>
<td>490.52</td>
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<tr>
<td>Insurance</td>
<td>28.50</td>
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<td><strong>Total</strong></td>
<td><strong>3,985.08</strong></td>
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**TOTAL SALARIES AND EMPLOYEE BENEFITS:**  

$18,589.62

**SUPPORT SERVICES:**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health</td>
<td>150.00</td>
</tr>
<tr>
<td>Medical and Dental (Emergency)</td>
<td>450.00</td>
</tr>
<tr>
<td>Clothing for Probationers</td>
<td>350.00</td>
</tr>
<tr>
<td>Supplemental Foster Home Care Recreation</td>
<td>4,500.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>4,700.00</strong></td>
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**SERVICE AND SUPPLIES:**

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<tr>
<td>Stationery and Supplies</td>
<td>500.00</td>
</tr>
<tr>
<td>Duplicating Services</td>
<td>200.00</td>
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<tr>
<td>Communications</td>
<td>800.00</td>
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<td><strong>Total</strong></td>
<td><strong>1,500.00</strong></td>
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**MILEAGE AND MEALS**

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<tr>
<th>Description</th>
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<tr>
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<td>750.00</td>
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**AUTOMOBILE MAINTENANCE**

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<th>Description</th>
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<tr>
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<td>300.00</td>
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**TRAINING PROGRAM:**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Statewide Conferences</td>
<td>400.00</td>
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<tr>
<td>Regional Training</td>
<td>500.00</td>
</tr>
<tr>
<td>Films, Books, etc.</td>
<td>150.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,050.00</strong></td>
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**TREATMENT SERVICES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnostic Service</td>
<td>1,900.00</td>
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RESEARCH AND EVALUATION

TOTAL SUBSIDY BUDGET 1975-76
Beginning with the fiscal year 1975-76, the special supervision unit will be made up on one quarter-time Chief Probation Officer, one full-time Deputy Probation Officer, and one half-time Clerk-typist. During the past year, the Deputy Probation Officer has had to spend more and more of his time on special supervision. It is therefore felt that with the current caseload (31) as of March 31, 1975, that it would be to the best interest of the Department to have the Deputy work 100% in the special supervision unit. The quarter-time spent by the Chief Probation Officer, is for the times the Deputy is away for training purposes at the Modesto Training Center and vacation time, etc. The Clerk-typist time will remain the same as in the past.

The necessary funds for equipment, supplies and supportive services are included in the Budget Request under Services and Supplies.

**EXPECTED NUMBER OF PROBATIONERS TO BE SERVED:**

<table>
<thead>
<tr>
<th></th>
<th>JUVENILES</th>
<th>MALE</th>
<th>FEMALE</th>
<th>ADULTS</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15</td>
<td>12</td>
<td>3</td>
<td>25</td>
<td>22</td>
<td>3</td>
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</table>

**EXPECTED NUMBER OF COMMITMENTS TO STATE INSTITUTIONS:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>To Department of Corrections</td>
<td>2</td>
</tr>
<tr>
<td>To Department of the Youth Authority</td>
<td>2</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>4</strong></td>
</tr>
</tbody>
</table>

**CLASSIFICATION SYSTEM:**

Eligibility factors for inclusion in the special supervision program are those adult probationer's and juvenile wards (under the provisions of the Juvenile Court Law, Sections 601 and 602) who come within one or more of the following categories:

1. Offense of an assaultive, aggressive, or violent nature.
2. Considered a danger to himself or to others as evidenced by nature of offense or behavior.
3. Release from an institution.
4. Impulsive, immature, poor judgement, lack of strength to avoid further maladjustment.
5. Seriously emotionally disturbed.
6. Whose adjustment on probation has deteriorated as evidenced by further violations or commission of new offenses.

The Chief Probation Officer and Deputy Probation Officer review all new cases to decide if the new probationer is eligible for the program and also to determine if the client would benefit from the program.
An individual treatment plan will be developed in each case, based upon information in the case history, court, school, psychiatric, psychological reports, etc.

The treatment plan will include goals and objectives, treatment methods such as individual, group, and family counseling, utilization of supportive services; all community facilities and resources according to case needs and availability; evaluation of strengths and weaknesses of treatment plan; and any alternatives to the plan.

The treatment program will include assessing the client's need through individual interview coupled with case history information and the FIRO-B (fundamental interpersonal relations orientation behavior) instrument.

Treatment plans will be in accordance with the client's needs. The plans may include individual counseling, group counseling, casework methods, utilization of professional and community resources, etc.

Supportive services will encompass referrals to mental health when indicated; supplemental foster home support for cases difficult to place and requiring special attention; clothing for clients who are in dire need and who have no other resource; emergency medical and dental for those clients who have alternative resource.

TRAINING PROGRAM:

The success of a special supervision program is dependent upon reduced caseloads. This is commensurate with proper training to provide the staff with the skills to do an effective job.

Necessary funds are included in the budget request for such training for the staff to participate in statewide and regional training provided by the California Youth Authority, Universities, State Colleges, California Probation, Parole, and Correctional Association, National Council on Crime and Delinquency, California Council on Criminal Justice Training Center, etc. During the fiscal year 1974-75, the Chief Probation Officer had twenty-four hours of training and the Deputy Probation Officer had one hundred seventy-eight hours of training. This was all at the Modesto Criminal Justice Training Center.

RESEARCH AND EVALUATION:

In accordance with "Rules, Regulations, and Standards of Performance for Special Supervision Programs" and in order to evaluate the Special Supervision Program, measure it's effectiveness and to assure orderly progress and changes, records will be maintained in the manner prescribed by the Department of the Youth Authority.
FIXED ASSETS:

No fixed assets are included in this budget request.

[Signature]
PAULINE HAN
CHIEF PROBATION OFFICER
BOARD OF SUPERVISORS

May 6, 1975

The Board of Supervisors of the County of Mariposa met this 6th day of May, with all members present.

The minutes of the Board meeting of April 22, 1975, were approved as mailed.

Peter Artero, Road Dept., spoke on road matters.

The Board acting as the Board of Directors of the Mariposa Pines Service Area 1-M, passed and adopted Resolution No. 4, transfer by object in the amount of $100, on motion of Long, seconded by Clark.

On motion of Clark, seconded by Moffitt, the Board of Supervisors purchased a used Pickup from the Road Dept. for $300 to be used by the Mariposa County Sanitary Landfill Operator.

On motion of Long, seconded by Richardson, the Chairman was authorized to sign a revised letter to James Uhle clarifying the Board's action regarding realignment and reconstruction of 16th Street.

Judge Thomas Coakley gave an interim report of the Countywide Water Study Committee. On motion of Moffitt, seconded by Richardson, the report was accepted and the committee was directed to involve itself in a survey of the community as to financial feasibility.

The one bid received for the Election Addressograph equipment was opened and taken under submission.

On motion of Long, seconded by Richardson, the Co. Engineer was authorized to set points on the front of the Co. Courthouse in order to judge the amount of movement when the bell tolls. Chairman directed Craig McDonald, Co. Maintenance Dept., to start the bell after the points have been set.

On motion of Richardson, seconded by Clark, the Board cancelled the $42,000 loan from inspection fees to Road Dept.

Barbara Saye, Auditor, spoke on budget matters.

On motion of Richardson, seconded by Clark, $1,400 will be placed in the Board of Supervisor's budget, Regional Transportation Planning, for the 1975-'76 fiscal year. Ayes: Richardson, Clark, Moffitt, Hurlbert. No: Long.

On motion of Long, seconded by Moffitt, Supervisor Richardson was authorized to retain H. L. Tunequist for maintenance of the Fish Camp Dump for three months at a maximum cost of $300 a month.

Barbara Saye, Auditor, on budget matters.

On motion of Long, seconded by Clark, $3,500 will be placed in the Cemetery, Maintenance-Grounds, budget for '75-'76 fiscal year with $2,500 of that amount to be used for realignment and reconstruction of 16th St., which gives access and egress to the newly acquired cemetery property. Ayes: Hurlbert, Long, Clark. Noes: Richardson, Moffitt.

Mrs. Tillie Stroming spoke to the Board regarding this year's Fair Book Ad. On motion of Richardson, seconded by Moffitt, the Board agreed to include in its 1975-'76 budget, under advertising, the cost of the Mariposa County Fair Premium Book Ad.
Barbara Saye, Auditor, on budget matters.

Mr. Grant Birmingham, District Supervisor, presented the U. S. Fish and Wildlife Service Agreement for 1975-'76, plus budget request. Both were taken under submission.

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

John Rotondo, Manpower Director, gave a report of the project in Mariposa County. Resolution No. 75-70, was passed and adopted, authorizing John Rotondo to execute an agreement between the Co. of Mariposa and the State of California which terminates the PEP (Public Employment Program) in this County, on motion of Richardson, seconded by Long.

Jack Gould, Undersheriff, spoke to the Board regarding the Sheriff's Dept. budget for 1975-'76. On motion of Long, seconded by Clark, the Sheriff was authorized to apply for grant to CCCJ for establishment of a fully equipped Sheriff's Reserve group.

On motion of Long, seconded by Moffitt, the Sheriff-Coroner was authorized to purchase four shotguns and four rifles at a cost not to exceed $1,600.

On motion of Clark, seconded by Long, the County Clerk was authorized to have two phones installed in the Clerk's office, one to be a Board of Supervisor's phone.

On motion of Richardson, seconded by Clark, self-addressed, stamped envelopes will be required from those individuals or groups wishing to receive copies by mail of the Board of Supervisor's minutes or agendas — two stamps for Board minutes or Board minutes plus agenda, and one stamp for agendas only.

On motion of Richardson, seconded by Clark, the following step raises were granted: Lowell Munn, Road Dep't., Range 23, Step G., May 1, '75; Howard Taber, Road Dep't., Range 20, Step E, May 1, '75; Ed Alves, Sanitary Landfill Operator, Range 23, Step E, May 15, '75; Arthur Steelye, Maintenance Man II, Range 17, Step E, June 1, '75; Mena Liles, Welfare Dep't., Range 20, Step E, retroactive to April 1, '75.

On motion of Long, seconded by Clark, the Auditor was directed to draw warrant to Continuing Education of the Bar for tape recordings of classes at the request of Co. Counsel in the amount of $278.78; to Mr. Schmidt, Executive Director, LAFCO, $20, registration for meeting to be held on May 7-9, 1975; to the Waystation, So. Lake Tahoe, $60, Co. Clerk's Assn. Annual meeting.

On motion of Long, seconded by Clark, the following travel requests were granted: John Thomson, M.C.A.B., T.A.C. meeting, Calaveras Co., May 8, 1975; John Owen, Assessor, Leg. Committee of State Assn. of Co. Assessors, Morro Bay, 5/20/75; John Anderson, Farm Advisor, Fresno Farm Advisor's office for 2-day meeting of San Joaquin Region 4-H Youth Advisors, May 8 & 9, 1975; Bruce Eckerson, Co. Counsel, San Francisco, Environmental Impact Reports in relationship to LAFCO, May 7-9 1975; Ellen Bronson, Co. Clerk's Assn. Annual meeting, So. Lake Tahoe, May 28-30, 1975, with use of Co. car.

On motion of Richardson, seconded by Clark, Joan Faust will be hired as Planning Commission secretary at $2.75 an hr., as well as $15 for each P. C. meeting or function, for 13 days during the month of May, effective May 6, 1975, as a break-in period before the present secretary terminates employment.

Resolution No. 75-71 was passed and adopted, miscellaneous transfers and appropriations, on motion of Clark, seconded by Moffitt.

On motion of Moffitt, seconded by Clark, the Board endorsed the resolution of the Region K Criminal Justice Planning Board, requesting that greater
responsibilities be delegated to the Planning Board and its relationship to the State role be more clearly defined.

On motion of Moffitt, seconded by Richardson, the Board endorsed the Trinity County letter to President Ford, which supports his proposal to distribute to local jurisdictions one half of the proceeds of the four cent per gallon federal gasoline tax for road purposes.

Resolution No. 75-72 was passed and adopted, authorizing the Chairman to sign the Air Pollution Control Subvention Application for 1974-'75, on motion of Moffitt, seconded by Richardson.

On motion of Richardson, seconded by Moffitt, the resignation of Mrs. Joan Tune, member of the Mariposa Countywide Water Study Committee, was accepted with regret.

On motion of Moffitt, seconded by Clark, Mrs. Mavis Knight was appointed to the Mariposa Countywide Water Study Committee to replace Mrs. Joan Tune.

On motion of Clark, seconded by Moffitt, the one bid previously opened on the Election Addressograph Equipment was rejected.

Resolution No. 75-73 was passed and adopted, proclaiming the week of May 4 - 10, 1975, as "Hire The Veteran Week", on motion of Long, seconded by Clark.

On motion of Long, seconded by Richardson, the Board went on record in support of S.B. 223 (Wedworth), which would give presumption to the property taxpayers, instead of Assessor.

There being no further business, the Board adjourned to meet again in regular session on May 13, 1975, at 10:00 a.m.

HARRY F. HURLBERT, Chairman of the Board

ELLEN BRONSON, County Clerk and ex-officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 13th day of May, 1975 with all members present.

The minutes of the Board of Supervisors meeting of May 6, 1975 were approved as mailed.

The following claims were approved as presented:

- General Fund $26,794.81
- Road Fund 29,122.66
- S. A. P. Fund 434.03
- Law Library Fund 125.08
- Title VI Fund 62.50
- P.S.E. Fund 98.99
- Manpower Fund 177.53
- Mariposa Lighting District 352.42
- Coulterville Lighting District 77.36
- Hornitos Lighting District 42.98
- Contingent Fund 19,437.34
- Yosemite Alpine Service Area Fund 2.48
- Searoe Zone Fund 277.13
- Yosemite West Maintenance District Fund 1,170.78
- Lake Don Pedro Service Area L-M 61.65
- Mariposa Pines Service Area L-M 491.34
- Recreation & Parks Fund 1,928.70

Peter Artero, Road Dept., discussed road matters.

Phil Winkle, U. S. Forestry, appeared regarding designation of an alternate route to the Cold Springs Timber Sale. Chairman directed Co. Counsel to write U.S. Forest Supervisor, Sotero Muniz, that the County is investigating an alternate route to the Cold Springs Sale and to include a copy of petition from property owners in Ponderosa Basin which supports the Board in its stand on the Cold Springs Timber Sale.

Dr. Lloyd Bond and Dr. Avery Sturm appeared regarding the State's participation with the County in the public health program for the 1975-76 fiscal year.

John Thomson, Sanitarian, presented a letter from Air Resources Board stating the board would be conducting a "No Notice Inspection Program". On motion of Long, seconded by Richardson, the Board acting as the Board of Directors of the Air Pollution Control District authorized the chairman to sign a letter opposing this program.

Cleo Adelsbach appeared and brought the Board up to date on the free Health Fair to be held May 31, 1975 from 9 a.m. to 5 p.m. with an hour break at lunch. On motion of Richardson, seconded by Moffitt, May 31, 1975 is declared "Mariposa County Health Day".

On motion of Moffitt, seconded by Long, the chairman was authorized to send a letter to the Federal Power Commission supporting P.G. & E's proposed recreation park project in the Merced Falls area.

Glen Power discussed several ATAAP matters.

On motion of Clark, seconded by Moffitt, Res. No. 75-74 was passed and

On motion of Richardson, seconded by Clark, Glen Power was authorized to use ATAAP van to take Senior Citizens to the Mariposa Health Fair on May 31, 1975.

"Scott" Pinkerton, Mormon Bar Volunteer Fire Department, regarding application for matching Federal funds for Rural Fire defense systems which must be completed before May 16, 1975. On motion of Long, seconded by Moffitt, the chairman was authorized to sign the application for a grant of $1,125 to be used to purchase electronics for some of the County's volunteer fire department units.

On motion of Moffitt, seconded by Richardson, the Board met in executive session on a personnel matter and reconvened in regular session. Ayes: Clark, Hurlbert, Moffitt & Richardson. Noes: Long.

On motion of Moffitt, seconded by Clark, the Board met as a Board of Equalization and reconvened in regular session.

On motion of Richardson, seconded by Long, Supervisor Moffitt was appointed to Areawide Board of Directors of Central Calif. Comprehensive Health Association.

On motion of Richardson, seconded by Moffitt, the By-Laws of the Mariposa County Comprehensive Health Planning Assoc. were amended to include a section regarding absences from Comprehensive Health meetings.

On motion of Richardson, seconded by Moffitt, Ord. No. 400 was presented, an amendment to Ord. No. 387, changing Planning Commission meetings nights to the first and third Monday of each month. Vote to be held next week. On motion of Long, seconded by Moffitt, the above proposed Ordinance No. 400 was amended to include - the change would be for six months on an emergency basis.

Res. No. 75-75 was passed and adopted, on motion of Richardson, seconded by Moffitt, authorizing the chairman and John Rotondo to sign an agreement for the Summer Youth Program.

On motion of Moffitt, seconded by Long, travel requests were granted as follows: George A. Peck, Veterans Service Officer, Spring Conf., May 21-23; So. Lake Tahoe; J. J. McNally, Welfare Director, Emergency CWDA meeting, May 21, Sacramento; Edward R. Cronin, Welfare Dept., Workshop, May 15, Sacramento; Glen Power, ATAAP Project Dir., ATAAP meeting, May 21, Modesto and study of Transportation system, May 22, Hanford.

On motion of Moffitt, seconded by Richardson, the step increase for Harold L. Lawson was approved to Range 22, Step H, effective 5/1/75.

On motion of Moffitt, seconded by Long, the bill from Ingraham Trophies was approved in the amount of $256.52 for plaques for retired county employees.

Res. No. 75-76 was passed and adopted, on motion of Richardson, seconded by Long, transferring $350 for Planning Commission to Trans. & Travel from Prof. & Spec. Services.

Barbara Saye appeared on budget matters.

There being no further business the Board of Supervisors adjourned to meet again in regular session, May 20, 1975 at 10:00 a.m.

ATTEST:

Ellen Bronson, County Clerk
and ex-officio Clerk of the Board
May 20, 1975

The Board of Supervisors of the County of Mariposa met this 20th day of May, 1975 with Supervisors Clark, Hurlbert, Long & Richardson present. Supervisor Moffitt was absent due to illness.

The minutes of the Board of Supervisors meeting of May 13, 1975 were approved as mailed.

Peter Artero, Road Dept., discussed road matters.

Res. No. 75-77, was passed and adopted, declaring $3,635.83 surplus receipts from other Revenue Contingent to Contingent Contingency and appropriating $15,163.00 from Contingent Contingency to Medical, on motion of Long, seconded by Richardson.

Res. No. 75-78, was passed and adopted, on motion of Richardson, seconded by Long, authorizing miscellaneous transfers and appropriations.

On motion of Long, seconded by Richardson, the Board went on record in support of AB 184 (Arnett) which would reduce every county's Medi-Cal share and would change future year cost growth formula from assessed valuation to change in population.

On motion of Richardson, seconded by Clark, John Rotondo was authorized to use the Parks & Rec. Bus to take people to the Mariposa Health Fair, May 31, 1975, from the Northside.

On motion of Richardson, seconded by Clark, at the Parks & Recreation Director's discretion the summer pool personnel will receive from $2.10 to $3.00 an hour and the unskilled and skilled labor will receive from $2.10 to $3.50 an hour.

On motion of Clark, seconded by Long, the chairman was authorized to sign the agreement between National Park Service and County for reciprocal use of refuse trucks.

Res. No. 75-79, was passed and adopted, recognizing the Ponderosa Basin Volunteer Fire Dept., on motion of Richardson, seconded by Long.

On motion of Clark, seconded by Long, the chairman was authorized to sign agreement for easement and right-of-way for construction of P.G. & E. substation at the Mariposa Sanitary Landfill Site upon receipt of $8500 from P.G. & E.

The Mariposa Historical Sites Preservation Committee was appointed to act as the County Historical Records Commission on motion of Richardson, seconded by Clark.

On motion of Richardson, seconded by Clark, Res. No. 75-80 was passed and adopted, authorizing the chairman to sign Agreement between the County and the State Department of Health for the 1975-76 Mariposa Public Health Program.

Ordinance No. 400 was passed and adopted having been previously presented, allowing the Planning Commission to meet on the first and third Mondays of each month for six months, as an emergency measure.

On motion of Long, seconded by Richardson, property tax cancellation No. 686 was granted pursuant to Section 4986 (a) (2) Revenue & Taxation Code Provision, State of California.
On motion of Richardson, seconded by Clark, the following travel requests were approved: John Thomson, Sanitarian, MCAB, TAC meeting, Nevada City, June 5, 1975; Ralph Campbell, District Attorney, Annual Conf., San Diego, June 16, 17, 18, & 19, 1975.

The Board appointed Dr. E. Voyer, Henry Kowitz, Bill & Nellie Tucker, Irene Johnson, and Georgette Rose to the Mariposa County Senior Assistance Advisory Council, on motion of Long, seconded by Clark.

On motion of Clark, seconded by Long, the auditor was directed to draw warrant in the amount of $31.70 in favor of Cross Roofing Co. as final payment for airport roof repair.

Wm. H. & Faith McGlasson, McGlasson & Assoc. Engineering, were interviewed by the Board as a prospective engineering firm to work on the Coulterville Sewerage project.

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

Ray Toney and "Red" Moldenhauer, CH,M Hill Engineering, were interviewed by the Board in regards to working for the County on the Coulterville Sewerage project.

On motion of Richardson, seconded by Clark, the Board hired the engineering firm of CH,M Hill & Associates as consulting engineers on the Coulterville County Service Area No. 1 sewerage facilities project. County Counsel was directed to work out a contract with the engineering firm.

On motion of Long, seconded by Clark, Peter Artero, Road Commissioner, was authorized to send a man with a class II license to drive the refuse truck to Yosemite National Park to collect surplus material and deliver it to the ball field at the fair grounds on May 21, 1975.

On motion of Long, seconded by Clark, the County Counsel was directed to draw up a tentative draft of an ordinance requiring a residence charge for maintenance of a Co. Sanitary Landfill Site.

On motion of Long, seconded by Clark, the chairman was authorized to sign 1975-’76 Wildlife Service Agreement for animal damage control.

On motion of Long, seconded by Richardson, the Clerk was directed to contact the Department of Finance requesting a census be taken this year.

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

There being no further business the Board adjourned to meet again in regular session May 27, 1975 at 10:00 a.m.

HARRY F. HURLBERT,
Chairman of the Board

ATTEST:

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

This AGREEMENT, entered into this 23rd day of May, 1975, between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as COUNTY; and the UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE, YOSEMITE NATIONAL PARK, hereinafter referred to as PARK;

WITNESSETH

WHEREAS, pursuant to Government Code § 25827 the COUNTY is authorized to collect garbage, waste; and refuse; and,

WHEREAS, the COUNTY has acquired a refuse truck for the purpose of implementing said Government Code § 25827; and,

WHEREAS, the PARK is presently using the Sanitary Landfill Site at Mariposa, California for purposes of dumping refuse generated within Yosemite National Park; and,

WHEREAS, the PARK and COUNTY are presently negotiating for regional collection of garbage and refuse in areas of joint concern and control so as to handle such matters in an environmentally responsible manner, and

WHEREAS, it is authorized pursuant to Chapter 5, Article of the Government Code (6500 et seq.) to enter into the Joint Exercise of Powers.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:
1. The COUNTY hereby agrees to rent or hire to the PARK subject to the conditions set out herein; and the PARK hereby agrees to rent or hire, the following described
equipment at the rate specified when such vehicles are available and a need arises on the part of either of the contracting parties.

2. The equipment which is the subject matter of this contract is described as follows:
   Refuse truck with a dumpster body.

3. CONSIDERATION:
   The rate for the above-described rental is specified as: Seventy-Five Cents ($ .75) per mile.

4. FUEL:
   The lubricants and fuel for the above described vehicle will be furnished by the party hiring the above described vehicle.

5. OPERATOR:
   Each party covenants that the operator of said equipment will be an authorized agent of that party and will be fully qualified in the operation of said vehicle.

6. PERIOD:
   The period of this Agreement shall be for a period of one (1) year subject to renewal.

7. REPAIRS:
   All repairs to equipment rented under this Agreement shall be made and paid for by the contracting party who has rented the equipment. Repairs shall be made promptly and equipment returned to use within 48 hours unless otherwise provided.

8. CONDITION OF EQUIPMENT:
   Equipment furnished under this Agreement must be in
acceptable condition and shall be subject to either COUNTY or PARK pre-use and post-use inspection.

9. The PARK agrees that the use of equipment herein described shall be effected with all reasonable diligence and precaution to avoid property damage or personal injury to third parties; further, the Government agrees to cooperate, to the extent allowed by law in the submission of claims pursuant to the Federal Tort Claims Act against the United States by third parties for personal injury or property damage resulting from the negligent act or omission of any employee of the Government in the course of his employment.

10. TERM OF AGREEMENT:
The term of this agreement shall run for a period of one (1) year commencing on May 23, 1975, and ending on May 23, 1976. Either party to this Agreement has the right to terminate this Agreement at any time within the term of this Agreement upon notice in writing to the other party; and such termination shall be effective thirty (30) days after receipt of said notice.

THE COUNTY OF MARIPOSA: by HARRY F. HURLBERT
HARRY F. HURLBERT, Chairman
Board of Supervisors.

YOSEMITE NATL. PARK: by LES ARNBERGER
for LES ARNBERGER, Superintendent
Yosemite National Park.
AGREEMENT

THIS AGREEMENT, Made and entered into this 13th day of May, 1975 at Mariposa, California, by and between the Department of Health, hereinafter called "State", and the County of Mariposa, hereinafter called "County"

WITNESSETH:

WHEREAS, Section 1157 of the Health and Safety Code authorizes "State" to provide local public health services to any county of less than 40,000 population; and

WHEREAS, "County" is under 40,000 population; and

WHEREAS, "County" has appropriated an amount greater than 55% per capita for public health services during the fiscal year 1975-76; and

WHEREAS, "County" has no full-time local health department and desires that "State" provide local public health services;

NOW, THEREFORE, The parties do hereby agree as follows:

1. "State" agrees subject to the approval of the "County" as to scope and content, to plan, organize, equip and operate a program of local public health services in "County", such program shall include, but not be limited to:

   a. Services in Environmental Sanitation: include at least food sanitation, the inspection and regulation of small public water supplies, private water supplies and private sewage and waste disposal.
   b. Communicable Disease Control: to include control of tuberculosis and venereal disease, the control of acute communicable diseases, based on the provision of diagnostic consultative services, epidemiological investigation and appropriate preventive measures for the particular disease hazards in the community.
   c. School Health Services: the scope and content of services to be planned with and agreed to by the County Superintendent of Schools.
   d. Maternal and Child Health Services: medical, nursing, educational and other services to promote maternal and child health and to provide a comprehensive program to meet the community needs in these fields.
   e. Health Education: plan, organize and equip a program of health education in the community and provide necessary health education media and equipment.
   f. Public Health Laboratory Services
   g. Public Health Statistics: to analyze public health statistics, including population data, birth, mortality and morbidity records as well as evaluation of service records.
   h. Conduct Studies of existing health problems in needed areas in the county during the operation of the program.
   i. Other Services or Programs as may be determined necessary by the State Department of Health and agreed to by the Board of Supervisors.
2. "County" agrees to provide:
   a. Services of medical doctor (part-time) who shall provide medical direction and such other services as agreed upon and in a manner acceptable to the "State".
   b. Office clerk(s) - (classification and compensation determined by county) as required by the program.
   c. Office space for county personnel and assigned state professional personnel; and parking facilities for official "State" vehicles assigned.
   d. Operating expenses for the office(s) including but not limited to utilities, office supplies and telephone.
   e. Mileage and travel expenses of the county employees.
   f. Office equipment and furniture for the office(s).
   g. Such other county employees or aides as the "County" may desire, provided that the qualifications, duties, responsibilities, and performance of said employees are acceptable to "State".

3. "State" agrees to provide:
   a. Services of public health physician as needed.
   b. Services of at least one sanitary(ian) and additional sanitary personnel as acceptable work studies demonstrate the need.
   c. Services of one public health nurse(s) and additional nursing personnel as acceptable work studies demonstrate the need.
   d. Services of a public health education consultant required for consultation and assistance in health education activities.
   e. Mileage and travel expenses of above state personnel.
   f. Public health medical supplies and equipment including biologicals.
   g. Technical equipment and technical supplies for sanitary, public health educator, public health physician and public health nurse.
   h. Public Health Laboratory Services.

4. The "State" and "County" will be responsible for planning and directing the public health program agreed to by "County" and for supervision of assigned state personnel; "County" agrees and assures "State" that county officers, employees, and aides shall cooperate with "State" in fulfillment of the public health program provided under this agreement.
5. "County" agrees that should the county expenditures under this contract in the fiscal year fall below the sum of 55% times the population of the county as determined in accordance with Section 1101 of the Health and Safety Code, the "County" will pay to the "State" the difference between their actual expenditure and such sum.

6. "County" agrees to comply with the provisions of attached Form 3, Fair Employment Practices Addendum, which Form 3 is by this reference made a part hereof; "County" further agrees to comply with the Civil Rights Act of 1964 (P.L. 88-352) to the end that, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity which is supported by Federal Funds. In the event of noncompliance such Federal Funds will be withheld until compliance can be assured.

7. This agreement shall become effective July 1, 1975 and shall terminate June 30, 1976.

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

COUNTY OF MARIPOSA

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

"I certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services approval."

By: [Signature]
Date: May 30, 1975

By: __________________________
Date: __________________________
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, 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 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.

* "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 65 solely on the ground of age,..." (Labor Code Section 1420.1)
FIELD AGREEMENT
Between
DEPARTMENT OF THE INTERIOR
U.S. FISH AND WILDLIFE SERVICE
and
California Department of Food and Agriculture
California Department of Health
Cooperating With
MARIPOSA COUNTY

In accordance with the terms of a cooperative project agreement between the Department of the Interior, U. S. Fish and Wildlife Service, the California Department of Food and Agriculture and the California Department of Health, approved May 20, 1970, copies of which are on file at Room E2717, Federal Building, 2800 Cottage Way, Sacramento, California, 95825, this field agreement is made to augment the animal damage control program in Mariposa County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREEED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies, both for protection of domestic animals and human health.

2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the U. S. Fish and Wildlife Service, the California Department of Food and Agriculture and the California Department of Health, these three agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the U. S. Fish and Wildlife Service will consult frequently with the cooperator relative to the extent of Service participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the U. S. Fish and Wildlife Service.

3. The County of Mariposa will provide $12,504.00 for payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1975 to June 30, 1976. The Service and State Departments of Food and Agriculture and Health may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Service or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.
5. The employees selected and appointed hereunder, and serving in MARIPOSA County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

May 20, 1975
(Date)

Chairman, Board of Supervisors
of MARIPOSA County

(Date)

State Supervisor, U. S. Fish and Wildlife Service
The Board of Supervisors of the County of Mariposa met this 27th day of May, 1975, with all members present.

The minutes of the Board of Supervisors meeting of May 20, 1975 were approved as mailed.

Peter Artero, Road Dept., discussed road matters.

On motion of Long, seconded by Clark, the Board rescinded the action of March 3, 1975 hiring Walter Long & Assoc., Engineers, to do Phase I of the proposed engineering study for a sewerage treatment plant for the private sector of Section 35, Wawona, in the amount of $9,500 to be paid from MID Water Development Fund monies.

Res. 75-81, was passed and adopted on motion of Long, seconded by Clark, resolution transferring $800 from Professional and Specialized Services to Fixed assets within the Welfare Dept. Budget.

On motion of Long, seconded by Clark, Jesse McNally, Welfare Director was authorized to purchase a calculator and a new steel filing system.

On motion of Long, seconded by Moffitt, the County Counsel is directed to review the Airport Lease Agreement with Merle S. Gresham and Alma M. Lanigan, co-managers of the Mariposa-Yosemite Airport, in regard to operation costs.

John Rotondo, Parks & Recreation Director, had ready to submit budget proposals to the State for County's share of Recreation and Historical Bond Act Moneys. Resolutions 75-82 through 75-86, applications for proposed land acquisition and development of facilities for public outdoor recreation and historical purposes for Cathey's Valley, El Portal, Mariposa, Hornitos and Coulterville, on motion of Clark seconded by Long.

Ordinance No. 401, on motion of Long, seconded byClark, establishing an Assessment Appeal Board, was introduced to be voted on at the Board of Supervisors meeting of June 3, 1975.

Cal Vincent, submitted petitions regarding Yosemite Alpine Service District requesting a special election be held reducing the number of Directors of the district from 5 to three and amending the purposes of the District to include snow removal service. On motion of Richardson, seconded by Moffitt the above petitions were accepted and the matter is set for public hearing June 24, 1975 at 2:00 p.m. Clerk was directed to publish Notice of Hearing.

On motion of Long, seconded by Clark, the Auditor was directed to draw a warrant to NACO in the amount of $100 for 1975-'76 dues.

On motion of Long, seconded by Clark, John Anderson, Farm Advisor, was authorized to attend the Livestock Symposium, Fresno, May 29, & 30, 1975; Carolyn Anderson and Donna Matlock, Co. Clerk's Association Convention, So. Lake Tahoe, May 28th through May 30, 1975 in place of Ellen Bronson, Co. Clerk.

The Board met as the Mariposa Co. Local Transportation Commission. On motion of Richardson, seconded by Moffitt, Res. 75-2 was passed and adopted approving the 1975-'76 Transportation Plan Work Program, with the exception that the $1300 LTC money is to be returned to the

On motion of Richardson, seconded by Clark, the Board accepted, with regret, resignations of Cleo Adelsbach, Betty Artero, Hazel Lawler and May Kleiman from the Mental Health Advisory Board.

Res. No. 75-87 was passed and adopted on motion of Clark, seconded by Richardson, the Board reappointed Carol Davis, Paul Paige, Lillian Rushton and Dean C. Lauritzen to the Mental Health Advisory Board and appointed Supervisor William Moffitt, Rev. Ken Brooks, Jesse McNally, Bob Johnson and Irene Johnson to the Mental Health Advisory Board.

Gordie Coles, OKT Colson, Creative Advertising appeared and discussed tile plagues manufactured by his company. On motion of Long, seconded by Clark, the Board ordered 25 walnut framed tiles at $8.80 each, 25 tiles at $3.85 each and 25 brass plagues at 40¢ each.

Barbara Saye, Auditor and Evelyn Jones, Chief Deputy, appeared on Budget matters.

On motion of Moffitt, seconded by Clark the Board allowed a 12.5% cost of living increase up to $600 of salary for Department Heads, whether elected or appointed, also for the County Counsel and for all County employees under the salary resolution. Ayes: Clark, Hurlbert, Moffitt, Richardson. Noes: Long.

On motion of Moffitt the Board of Supervisors salary will remain unchanged for the coming fiscal year. The motion died for a lack of second.

On motion of Clark, seconded by Richardson the Board of Supervisors' salary is to be increased by $75 a month to reflect a cost of living adjustment. Ayes: Richardson, Clark. Noes: Moffitt, Long. Abstain: Hurlbert. The motion lost.

There being no further business, the Board adjourned to meet again in regular session, June 3, 1975 at 10:00 a.m.

HARRY F. HURLBERT, Chairman of the Board

ATTEST:

ELLEN BRONSON, County Clerk and Ex-officio Clerk of the Board
June 3, 1975

The Board of Supervisors of the County of Mariposa met this 3rd day of June, 1975 with all members present.

The minutes of the Board of Supervisors meeting of May 27, 1975 were approved as mailed.

Peter Artero, Road Dept., discussed road matters.

The Board met as the Board of Directors of the Yosemite Alpine Village Community Service District. On motion of Richardson, seconded by Clark, Res. No. 9, transfers by object, $30.00 from Water-120 Repairs to Water-180 Professional Service.

On motion of Richardson, seconded by Clark, the Board acting as the Board of Directors of Yosemite Alpine Village Community Service District approved Transfers by Cost Center for the Road Dept.

On motion of Long, seconded by Richardson, Res. 75-88 was passed and adopted, County finds that the total mileage of County maintained roads is 559.55 miles.

On motion of Long, seconded by Clark, the Board acting as the Mariposa County Air Pollution Control District made the following findings regarding burning of the Sanitary Land Fill Site property: 1. There is a present fire danger. 2. There is a health hazard. 3. It is necessary for the preservation of the health & safety of the residents of the County of Mariposa.

On motion of Moffitt, seconded by Richardson, the Board acting as the Mariposa County Air Pollution Control District Board of Directors granted a variance to the Mariposa County Air Pollution Control District Rules & Regulations allowing burning of certain areas of the Mariposa County Sanitary Land Site property.

On motion of Moffitt, seconded by Richardson, Res. 75-89 was passed and adopted in appreciation to all participants involved in the operation and organization of the Mariposa County Health Fair.

On motion of Moffitt, seconded by Clark, the chairman was authorized to send a letter of condolence to Ralph J. Cambell, District Attorney, on the death of his father, S.P. Campbell.

Bud Gresham, co-manager of the Mariposa-Yosemite Airport, discussed Airport public utility bills with the Board.

On motion of Clark, seconded by Long, the Airport Lease Agreement is to be amended as follows: County to pay up to $2,000 annually for public utilities, all further public utility costs to be paid by the Lessee, and when runway lights are installed, the County will pay the cost of operation of the lighting.

On motion of Richardson, seconded by Clark, Herb Davis was authorized to meet with Mr. Tucker, C.A.B., June 3, 1975 in regard to airport runway lighting.

Bud Gresham, airport co-manager, will attend a symposium, June 17, Sacramento, at his own expense.

Barbara Saye, Auditor, and Evelyn Jones, Chief Deputy, discussed budget matters.
On motion of Long, seconded by Moffitt the Auditor was authorized to draw a warrant to Chesire & Perez Distributors, Inc. in the amount of $430.82 for shotguns and folding stock for the Sheriff's Dept.

On motion of Richardson, seconded by Moffitt, Res. 75-90, miscellaneous transfers, was passed and adopted.

Supervisor Clark was authorized to notify N.P.S. that County would accept mobile unit from N.P.S. for use at Mariposa County Sanitary Landfill Site, on motion of Long, seconded by Clark. Ayes: Clark, HUrlbert, Long. Absent: Moffitt, Richardson.

Barbara Saye, Auditor, and Evelyn Jones, Chief Deputy, discussed budget matters.

On motion of Long, seconded by Richardson, the Mariposa County Unified School District will be required to pay one-half of the public utility costs at the Superintendent of Schools office building, beginning 7/1/75.

Ordinance No. 401, establishing an Assessment Appeal Board, was passed and adopted, having been previously introduced May 27, 1975.

On motion of Richardson, seconded by Moffitt, claim against the County for false arrest is denied and referred to County's insurance carrier.

On motion of Richardson, seconded by Moffitt, the following step raises were approved: Beverly Fuller, Acct. Clerk III, Range 18, Step E, July 1, 1972; Donald Phillips, Acct. Clerk II, Range 15, Step F, July 1, 1975.


On motion of Richardson, seconded by Clark, Joan Faust was hired as permanent Planning Commission secretary, Range 17, Step B, retroactive to June 1, 1975.

Ordinance No. 402, was passed and adopted, Emergency Ordinance amending Ord. No. 398, dog control, on motion of Richardson, seconded by Clark.

The chairman appointed Supervisor Clark to the Criminal Justice Planning Board-Region K, as a temporary replacement for Supervisor Hurlbert.

On motion of Long, seconded by Richardson, the Board went on record in opposition to AB551 Knox (council on Intergovernmental Relations).

On motion of Long, seconded by Richardson, the Board met in Executive Session on legal & personnel matters and reconvened in regular session.

The Board adjourned to continue its meeting at 9:00 a.m. June 4, 1975, at the Courthouse.

June 4, 1975

The Board of Supervisors of the County of Mariposa met this 4th day of June, 1975, in a continued Board meeting with all members present.

Barbara Saye, Auditor, and Evelyn Jones, Chief Deputy Auditor, worked on budget matters.

On motion of Richardson, seconded by Long, the Board set the hourly rate for the Squirrel Poison man at $4.50.

Herb Davis reported to the Board on his meeting with Mr. McTaggart and
Mr. Burns from CAA. On motion of Clark, seconded by Richardson, the Board will send a letter of intent to the State of California Division of Aeronautics withdrawing Mariposa County's grant application for airport lighting, and requesting Robert Burns, CAA, to help us prepare a new application for grant funds from the State. On motion of Clark, seconded by Richardson, Herb Davis was authorized to represent the County and check on the availability of a FAA Grant, check on the Mono Co. and Inyo Co. airport lighting projects, and to travel to Sacramento, June 17, 1975, to a CAB meeting - at $50 a day plus expenses.

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

HARRY F. HURLBERT
Chairman of the Board

ATTEST:

ELLEN BRONSON, County Clerk &
ex-officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 10th day of June, 1975, with all members present.

The minutes of the Board meeting of June 3 and 4, 1975, were approved as mailed.

Peter Artero discussed road matters.

On motion of Richardson, seconded by Long, the Board acting as the Board of Directors of the Yosemite West Maintenance Dist., passed and adopted Res. No. 8, transfers by object, $75.00 from Water - 140 Supplies to Water - 260 Utilities.

On motion of Richardson, seconded by Clark, the Board acting as the Board of Directors of the Yosemite West Maintenance Dist. approved Transfers by Cost Center, for the Road Dept.

On motion of Long, seconded by Clark, Peter Artero, Rd. Comm., was authorized to seek proposals for paving materials to be opened at the Board meeting of July 1, 1975.

Chairman read a petition from interested citizens regarding Incline Rd., El Portal, requesting road improvements. On motion of Clark, seconded by Moffitt, road work on Ponderosa Way is to be postponed one year, $6,000 from Ponderosa Way to be transferred to Incline Rd. for oiling and installation of a cattle guard, furnished by Horace Meyer.

John Rotondo reported on the Manpower Program in Mariposa County.

Res. No. 75-91, was passed and adopted, on motion of Long, seconded by Clark, intent to continue the Cooperative Fire Protection Service Agreement with the Calif. Div. of Forestry.

Travel requests for John Owen, Jr., Assessor, to State Assoc. of Co. Assessors 6/24/75, Roseville; John R. Thomson, Sanitarian, M.C.A.B. Coordinating Council, 6/12/75, Placerville; Alberta J. Garrett, Treasurer- Tax Collector, conference with State Controller, 6/19/75, Anaheim; were granted on motion of Richardson, seconded by Long.

On motion of Richardson, seconded by Long, Step raises were approved for Claude Richards, Deputy Sheriff II, Range 26, Step B, effective 6/15/75; Rodney R. Turner Deputy Sheriff I, Range 22, Step G, effective 6/22/75.

Leroy Radanovich, Director of the Mariposa Vehicle Parking Dist. #1, represented by Attorney Richard S. Gimblin, appeared regarding funding for the district.

The Bd. authorized John Thomson, Sanitarian, to purchase "Community Pest & Related Vector Control" manual, on motion of Moffitt, seconded by Richardson.

Bd. directed Auditor to draw warrant, $25.00, for postage, for Glen Power, Director Sr. Asst. Program, on motion of Long, seconded by Clark.
Everet Gale, State Dept. of Navigation, appeared regarding Boating Safety and Law Enforcement, on motion of Long, seconded by Richardson the Bd. authorized chairman to sign application for reimbursement of costs for boating safety and law enforcement.

Barbara Saye, Auditor, Evelyn Jones, Chief Deputy Auditor, and Paul Paige, Sheriff, on Sheriff budget matters.

On motion of Long, Bd. will fund a 7th Deputy II position (Manpower) in the Sheriff's Dept., when it becomes necessary. Motion died for lack of second.

On motion of Clark, seconded by Moffitt, the Bd. granted the addition of one Deputy II in the Sheriff's Dept., plus it agreed to fund the Manpower position, if it becomes necessary. Ayes: Clark, Moffitt, Hurlbert, Richardson. Noes: Long.

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

Chairman was authorized to sign Agreement Modifying Mariposa Co. Airport Lease regarding payment of public utility costs, on motion of Moffitt, seconded by Richardson.

There being no further business, the Board adjourned to meet again in regular session on Tuesday, June 17, 1975, at 10:00 a.m.

HARRY P HURLBERT
Chairman of the Board

ATTEST:

ELLEN BRONSON, County Clerk & Ex-officio Clerk of the Board
AGREEMENT MODIFYING LEASE

This Agreement, made this _____ day of __________, 1975, at Mariposa California, by and between the COUNTY OF MARIPOSA, hereinafter designated "COUNTY"; and ALMA M. LANIGAN and MERLE S. CRESHAM, partners doing business as Yosemite Aviation Center, hereinafter designated "LESSEE".

The parties entered into an agreement to lease the Mariposa-Yosemite Airport more particularly described in the Airport Lease Agreement, on July 1, 1973, at Mariposa, California. A copy of that agreement is attached hereto, marked Exhibit "A", and insofar as it is not inconsistent with the terms hereof, made a part of this agreement.

The parties desire to, and do hereby modify the agreement, Exhibit "A" attached hereto, in the following respects:
COUNTY shall pay all utilities, with the exception of phone service of said Mariposa-Yosemite Airport, of the Administration Building up to the amount of Two Thousand Dollars ($2,000) in each fiscal year. The LESSEE agrees to pay all utilities above said amount in each fiscal year. The COUNTY shall be solely responsible for the Airport lighting system when such system is installed.

The Agreement attached hereto as Exhibit "A" is otherwise affirmed.

LESSEES:

ALMA M. LANIGAN
ALMA M. LANIGAN

COUNTY OF MARIPOSA:

HARRY F. HURLBERG
HARRY F. HURLBERG, Chairman
Board of Supervisors

MERLE S. CRESHAM
MERLE S. CRESHAM
EXHIBIT "A"

AIRPORT LEASE

THIS LEASE, made at Mariposa, California as of July 1, 1973, by and between the COUNTY OF MARIPOSA, hereinafter designated "County" and ALMA M. LANIGAN and MERLE S. GRESHAM, partners dba Yosemite Aviation Center, hereinafter designated, "Lessees".

W I T N E S S E T H:

County hereby leases unto Lessees and Lessees hire and take from County for the term of five (5) years, from and after July 1, 1973, at a rental consisting of Lessees' services to County as Airport Managers, under a certain Airport Management Agreement between the Parties dated July 1, 1973, the following described public property in the County of Mariposa, State of California, to wit:

The hangar area, tie-down area, administration building, private residence and parking area of the Mariposa-Yosemite Airport, situate at Mt. Bullion, excepting therefrom gasoline storage and dispensing facilities described in Airport Lease Agreement dated May 1, 1968, between County and Standard Oil Company of California or any amendment thereto and subject to any Licensing Agreement between County and the Mariposa Fly-in Golfers Association, dated Feb. 21, 1967.

This Lease is made subject to all of the terms, covenants and conditions of the two above mentioned leases and licensing agreements, and that certain Airport Management Agreement between the parties, dated July 1, 1973.

The above described property shall be operated by Lessees for public airport and related purposes. In order to so
operate the same, Lessees agree to make arrangements with Standard
Oil Company of California for use of the gasoline storage and
dispensing facilities situated on the premises, so that aviation
gasoline and petroleum products will be available for sale to users
of the Mariposa-Yosemite Airport at all times during the term of
this Lease or any extension or renewal thereof.

Lessees shall have the right to keep all profits from
the sale of aviation gasoline and petroleum products on the
premises and shall have the right to lease tie-down and hangar
space, and other facilities presently provided upon the property,
upon such terms County approves; which are consistent with applicable Federal, State and County Laws, regulations, policies and the
above mentioned Airport Management Agreement. Lessees shall pay
all costs of maintenance and operation of the said property, except
as herein otherwise provided, and all costs of conducting any
business on the said property which Lessees shall conduct or cause
to be conducted during the term of this Lease; and Lessees covenant
to defend and indemnify and hold harmless County from all liability
or claim of liability on account thereof.

County grants to Lessees the exclusive and sole right
to establish and maintain a fixed base operation including flight
training, aircraft rental, aircraft sales, and maintenance to
serve the Mariposa-Yosemite Airport situated at Mt. Bullion in
Mariposa County, California for the period commencing July 1, 1973
and ending June 30, 1978, both days included. It is further agreed
that so long as the said Airport is owned by County and operated
by Lessees as a public airport facility under any extension or
renewal of the existing Airport Lease and Airport Management
Agreement between the parties, Lessee shall have the sole and exclusive right to establish and maintain a fixed base operation including flight training, aircraft rental, aircraft sales, and maintenance to serve the Mariposa-Yosemite Airport.

Lessee agrees to perform regular maintenance and repair work on the premises so as to keep the same in proper repair County will provide all material for such routine maintenance and repair of the premises, and Lessee shall provide labor therefor. Lessee agrees to keep necessary airport lights in operational condition at all times, County to supply light bulbs, fixtures and other material therefor.

Lessee agrees not to commit or permit the commission of waste on the premises, and agrees to keep the improvements on the premises in as good a state of repair as may be, ordinary wear and tear and damage by the elements excepted, and not to use or permit use of the said premises in any illegal or immoral manner, not to maintain or permit maintenance of any nuisance thereon, and not to conduct any business or permit any business to be conducted thereon in violation of any Federal, State, or County Laws, rules or regulations, or in such a manner as to interfere with use of the said premises for public airport and related purposes.

Lessee agrees to keep records of all aviation gasoline and oil product sales on the premises, and all rents collected thereon, during the term of this Lease. Lessee also agrees to make prompt reports in writing to County of any accident or injury to persons or property occurring on the premises during the term of this Lease. Lessee agrees to make such written records available for inspection by County or its duly authorized agent at any and all reasonable times.
Lessee covenant to defend, indemnify and hold harmless the County from all liability or claim of liability on account of mechanic's or materialmen's liens, as well as all liability or claim of liability on account of accident or injury to persons or property arising out of Lessees' occupation and operation of the premises under this Lease, or any business conducted by Lessees or under sub-lease or other agreement with Lessee, save and except injury or accident to persons or property occurring by reason of any dangerous or defective condition of the premises unknown to Lessees or over which Lessees have no control. Lessee agrees to carry adequate hangar keeper's liability insurance and public liability and property damage insurance in a minimum amount of $1,000,000.00 single limit liability.

Lessee agrees to exert their best efforts in promoting use of the premises as a public airport and in increasing the value and utility of the same, and in encouraging increased use thereof.

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

Lessee agrees to procure on behalf of County any and
all necessary licenses or permits for operation of the said airport
which may be required by Federal or State laws or regulations.

In the event that the Lessee fails to establish any of
the aforesaid operations, the County reserves the right to negoti-
ate with other parties.

It is mutually understood by and between the parties that
the County reserves jurisdiction and control over the Administration
Building, and in connection therewith, the Lessee agrees that no
change or operation on said building will be done or initiated
without the written approval of the County.

County hereby grants to Lessee the right to renew this
lease for a period of five (5) years on the same terms and condi-
tions. Said option can be exercised by giving County thirty (30)
days written notice of their intention to renew, to wit: on or
before June 1, 1978.

This Lease shall terminate immediately upon the filing
of a voluntary or an involuntary petition in bankruptcy by or
against Lessee, and may also be terminated by either party on
account of default in performance of any term, covenant or con-
dition required of the other under this Lease.

This Lease shall be binding upon the heirs, executors,
administrators, successors and assigns of the parties, and shall
not be assignable, either by operation of law or otherwise, without
the prior written consent of County.

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

Lessor: COUNTY OF MARIPOSA

by

TOM R. RICHARDSON
Chairman of the Board
of Supervisors

Lessee:

ALMA M. LAMIGAN

MERLE S. CRESHAM

ATTEST:

ELLEN P. RITTER, County Clerk
and ex officio Clerk of the
Board of Supervisors
STATE OF CALIFORNIA
DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

Claim for Reimbursement
Pursuant to Section 663.7 of the Harbors and Navigation Code
(State Financial Aid for Boating Safety and Enforcement Programs)

County or Entity Making Claim: Mariposa County

Address: County Courthouse, Mariposa, California 95338

For Quarterly Period: January 1 thru March 31
Fiscal Year: 1975

Computation of Claim (See attached Form DNOD F-3 for details)

<table>
<thead>
<tr>
<th>Categories of Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$ 9,290</td>
</tr>
<tr>
<td>Equipment</td>
<td>$ 1,065</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>$ 2,524</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$ 690</td>
</tr>
</tbody>
</table>

Total Amount Claimed: $13,569

CERTIFICATION

I hereby certify under penalty of perjury, that I am the duly authorized officer of the claimant herein; that this claim is in all respects true, correct and in accordance with law; that the material, supplies or services supporting the amounts expended have been received or performed and represent expenditures pursuant to Section 663.7 of the Harbors and Navigation Code; that I have not violated any of the provisions of Sections 10230 to 10956 of the Government Code in incurring the items of expense included in this claim nor in any other way; that payment has not previously been received for the amount claimed herein; and that the original invoices, payrolls, or other vouchers in support of this claim are on file at the following location:

By /s/ Harry Huribert
(Signature of Authorized Official)

Chairman, Board of Supervisors
County: Mariposa

Date: June 10, 1975

DEPARTMENTAL USE ONLY

The Department of Navigation and Ocean Development authorizes the State Controller to reimburse $__________

Balance Remaining In Grant $__________

Total Amount Claimed $__________

Less County Funds $__________
DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT  
STATE OF CALIFORNIA  

ACTUAL EXPENDITURES FOR BOATING  
SAFETY AND ENFORCEMENT PROGRAMS IN COUNTY  

COUNTY OF Mariposa  
AGENCY Mariposa County  

FROM January 1  
TO March 31 YEAR 1975  

1. Waters Patrolled:  
Type of Patrol (full time, part time,  
boat, car, etc.)  

<table>
<thead>
<tr>
<th>Waters Patrolled</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

2. PERSONNEL  
(a) Salaries  

<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
<th>Full or Part Time</th>
<th>Monthly Salary</th>
<th>Hourly Salary</th>
<th>Hours Worked</th>
<th>Total Salary Paid</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Supt. Lake</td>
<td>P</td>
<td>$1,199</td>
<td>$6.81</td>
<td>792</td>
<td>$539.35</td>
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<tr>
<td>2</td>
<td>Patrolmen P</td>
<td>$856</td>
<td>$4.86</td>
<td>317.0</td>
<td>$1,540.62</td>
<td></td>
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<tr>
<td>5</td>
<td>Rangers P</td>
<td>$856</td>
<td>$4.86</td>
<td>924.7</td>
<td>$4,494.04</td>
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<tr>
<td>1</td>
<td>Admin. P</td>
<td>$829</td>
<td>$4.71</td>
<td>10.6</td>
<td>$49.93</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deputy Sheriff P</td>
<td>$794 &amp; 762</td>
<td>Total</td>
<td>$1,319.00</td>
<td>$7,943.00</td>
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</table>

(b) Fringe Benefits  
<table>
<thead>
<tr>
<th>No.</th>
<th>Title</th>
<th>State Compensation</th>
<th>Retirement</th>
<th>Uniform Allowance</th>
<th>Holiday &amp; Overtime</th>
<th>Ins-resance</th>
<th>S.S.</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supt. Lake</td>
<td>18.40</td>
<td>40.47</td>
<td>18.03</td>
<td>31.56</td>
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<tr>
<td>2</td>
<td>Patrolmen P</td>
<td>52.56</td>
<td>115.56</td>
<td>68.59</td>
<td>90.14</td>
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<tr>
<td>5</td>
<td>Rangers P</td>
<td>153.24</td>
<td>337.05</td>
<td>150.26</td>
<td>262.90</td>
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<td></td>
<td></td>
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<tr>
<td>1</td>
<td>Admin. P</td>
<td>.10</td>
<td>3.73</td>
<td>1.72</td>
<td>2.91</td>
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<td></td>
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</tbody>
</table>

Total Salaries $9,290.00

DNM F-3
3. EQUIPMENT

   (a) BOATS

<table>
<thead>
<tr>
<th>No.</th>
<th>Type</th>
<th>Date Acquired</th>
<th>Rental or Depreciation</th>
<th>Years to Amortize</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Amphibious</td>
<td>Sept. 1967</td>
<td>19.26</td>
<td>1 Yr. 3 Mos.</td>
<td>$385.00</td>
</tr>
<tr>
<td>1</td>
<td>19' I/10</td>
<td>Mar. 1970</td>
<td>246.27</td>
<td>1 Yr. 3 Mos.</td>
<td>$4,925.00</td>
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<tr>
<td>1</td>
<td>19' I/10</td>
<td>May 1972</td>
<td>252.00</td>
<td>1 Yr. 3 Mos.</td>
<td>$5,040.00</td>
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   TOTAL $518.00

(b) Trailers

<table>
<thead>
<tr>
<th>No.</th>
<th>Type</th>
<th>Date Acquired</th>
<th>Rental or Depreciation</th>
<th>Years to Amortize</th>
<th>Cost</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>$</td>
</tr>
</tbody>
</table>

|     |            |               |                        |                   | $        |
|     |            |               |                        |                   | $        |
|     |            |               |                        |                   | $        |

   TOTAL

(c) OTHER EQUIPMENT (Communication equipment, safety equipment, etc.)

<table>
<thead>
<tr>
<th>Date Acquired</th>
<th>Cost or Depreciation</th>
<th>Years to Amortize</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.B. Units - Patrol Boats</td>
<td>3/31/75</td>
<td>$546.81</td>
</tr>
</tbody>
</table>

   TOTAL $547.00

   TOTAL $1,065.00
4. OPERATIONS AND MAINTENANCE

<table>
<thead>
<tr>
<th></th>
<th>Cost of Fuel</th>
<th>Cost of Repair</th>
<th>Cost of Storage</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Boat</td>
<td>$253.61</td>
<td>$44.69</td>
<td></td>
<td>$298.30</td>
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</tbody>
</table>

(b) AUTOMOBILES

<table>
<thead>
<tr>
<th>No.</th>
<th>Miles of Operation</th>
<th>Cost Per Mile</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>5,900</td>
<td>$0.11</td>
<td>$649.00</td>
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</table>

(c) Other (Explain)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compressor repairs</td>
<td>$199.91</td>
<td></td>
</tr>
<tr>
<td>Rope for buoys</td>
<td>$672.24</td>
<td></td>
</tr>
<tr>
<td>Hi-Test chain</td>
<td>$150.63</td>
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<tr>
<td>Galvanized coil</td>
<td>$400.56</td>
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<tr>
<td>Misc., Life vests, etc.</td>
<td>$153.23</td>
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<tr>
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<td>TOTAL $1,576.57</td>
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</tbody>
</table>

TOTAL $2,224.00

5. OTHER COSTS

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>Prepaid Boat Insurance</td>
<td>$430.50</td>
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<tr>
<td>Quarterly Expense</td>
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</tr>
<tr>
<td>Criminal Investigation</td>
<td>$260.00</td>
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<tr>
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<td>$</td>
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</tbody>
</table>

TOTAL COST OF PROGRAMS $13,569.00

(Signature)
Harry Hurlbert

Chairman, Board of Supervisors

(Title)
The Board of Supervisors of the County of Mariposa met this 17th day of June, 1975, with all members present.

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

Peter Artero, Road Dept., discussed road matters.

The following claims were approved as presented:

Yosemite Alpine 98.77
Don Pedro Sewer Zone 1030.59
Mariposa Pines 124.47
Don Pedro Unit 1 165.58
Yosemite West 677.29
Road Dept. Fund 10059.98
Title VI 62.50
Manpower 177.53
P.S.E. 98.99
Law Library 59.00
Revenue Sharing Operating 81.09
Hornitos Lighting Dist. Fund 42.97
Coulterville Lighting Dist. Fund 77.36
Mariposa Lighting Dist. Fund 352.38
S.A.P. Fund 5243.79
Contingent Fund 2829.30
Rec. & Parks 1485.36
General Fund 41239.37

On motion of Long, seconded by Richardson, Res. 75-92 was passed and adopted, Road Dept., Transfers by Object.

On motion of Long, seconded by Moffitt, the Board approved Transfers by Cost Center for the Road Dept.

On motion of Richardson, seconded by Long, approval was given the Coulterville Volunteer Fire Dept. to apply for a one-day license to sell beer at the Coulterville Park for 4th of July benefit carnival.

Barbara Saye, Auditor and Peter Artero, Road Commissioner, on special dist. budgets.

Leroy Radanovich, Director of the Mariposa Vehicle Parking Dist. #1, represented by Richard S. Gimblin, appeared regarding funding for the district. The Board approved payment of filing fee, when amount is determined, and directed County Clerk and County Counsel to assist in preparation of papers to be filed with the State Board of Equalization. On motion of Long, seconded by Clark.

Res. 75-93 was passed and adopted, resolution of appreciation to Roy McDonnell for his work as Rec. & Park Commissioner. On motion of Richardson, seconded by Long.

The resignation of Jesse McNally, Welfare Director, was accepted with regret. On motion of Richardson, seconded by Moffitt.

Supervisor Long, Bruce Eckerson, and Judge Thomas Coakley were directed to investigate the possibility of hiring an attorney or firm of attorneys who specialized in water problems, on motion
of Clark, seconded by Richardson.

On motion of Long, seconded by Clark, preliminary Planning Commission budget was accepted, with Professional and Special Services (M.C.A.G.) budgeted amount reduced to $20,000. Ayes: Clark, Long, Hurlbert. Noes: Moffitt, Richardson.

Linda Reetz, Department of Finance, appeared regarding census.

Discussion was held on Revenue Sharing and revenue for General Fund.

Res. 75-94 passed and adopted, Salary Resolution, on motion of Richardson, seconded by Moffitt.

Res. 75-95 was passed and adopted, appropriation of $467.16 to County Building, Fixed Assets. On motion of Richardson, seconded by Long.

On motion of Clark, seconded by Moffitt, Ord. 403, Salary Ord., was presented with vote to be held at the Board meeting, June 24, 1975.

There being no further business, the Board adjourned to meet again in regular session on Tuesday, June 24, 1975, at 10:00 a.m.

HARRY F. HURLBERT,
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 24th day of June, 1975, with all members present.

The minutes of the Board of Supervisors meeting of June 17, 1975 were approved as mailed.

On motion of Richardson, seconded by Moffitt, the Board authorized Co. Clerk to order telephones to be installed in the Hall of Records basement for the special census.

Mr. Charles Shirley was appointed to the Assessment Appeal Board to act either as regular member or alternate, on motion of Long, seconded by Moffitt, with the understanding that the Assessment Appeal Board will not be in effect until all members are appointed.

On motion of Richardson, seconded by Moffitt a public hearing on the Mariposa Seismic Safety Element has been tentatively set for July 22, at 7:45 p.m., and the public hearing on the Major Minor Subdivision Ord. will be held July 22, at 8:00 p.m. at the High School Auditorium.

The Board authorized John Rotondo, Parks and Recreation Director, to charter a bus and granted him permission to use the Parks & Rec. station wagon for the Little League trip to San Francisco, June 29, 1975, on motion of Long, seconded by Clark.

On motion of Richardson, seconded by Long, the following travel requests were granted; Richard Bagley and John Rotondo, Pks. & Rec., to State Dept. of Parks & Rec. 6/26/75, Sacramento; Ed Cronin, Welfare Dept., Fresno, State Dept. of Health, 6/27/75.

On motion of Richardson, seconded by Moffitt, the Board appointed Mrs. Nellie Tucker to the Manpower Planning Council, and authorized formation of the Affirmative Action Planning Council, and appointed Robin H. (Bob) Jackson, Bill Tucker, Cruz Saucedo, Cecilia Deal, and Maxine Prelip.

The Board authorized Herb Davis to prepare the Mariposa Co. Solid Waste Management Plan.

On motion of Richardson, the Planning Comm. secretary's salary is to remain at Range 17, Step B. Motion died for lack of second.

Effective July 1, 1975, the Planning Commission secretary is to be placed in Range 17, Step C, on motion of Moffitt, seconded by Clark.


Resolution 75-96, authorizing chairman to sign Lease Agreement between the County and 35-A Dist. Agriculture Association for use of office space etc., for Farm Advisor, was passed and adopted on motion of Long, seconded by Richardson.

On motion of Clark, seconded by Moffitt, Ord. 403, Salary Ord., was passed and adopted having been previously presented on June 17, 1975.

Step Raises were granted to Herbert Heider, Appraiser II, Range 27, Step C, effective 7/1/75; Marion Gwinn, Rd. Dept., Range 20, Step G, effective 7/1/75, on motion of Richardson, seconded by Moffitt.

On motion of Long, seconded by Clark, the Board authorized the Co. Clerk to act as Liaison for the Board of Supervisors relative to the special census and to make such expenditures, within the budget, as are necessary.
The work of Angus Bullis, Painting Contractor, for sanding and painting at the Mariposa History Center and Free Library was accepted as complete upon recommendation of Maintenance Supervisor, Leonard Gabrielson, and the chairman was authorized to sign Notice of Completion, on motion of Long, seconded by Clark.

On motion of Clark, seconded by Long, the Board authorized Auditor to draw warrant for $421.20, 90% of the total bill presented by Angus Bullis, for work at Mariposa History Center and Library.

On motion of Long, seconded by Clark, the Board authorized chairman to sign amended application for reimbursement of costs for boating safety and law enforcement.

Res. 75-97 was passed and adopted in support of Plumas County's refusal to participate financially in state and federally mandated welfare programs, on motion of Long, seconded by Moffitt.

On motion of Long, seconded by Clark, the Board authorized the Auditor to draw warrant in the amount of $11.43 for membership to the Region K Criminal Justice Planning Board.

The Board acting as the Board of Directors of the Yosemite Alpine Community Service Dist. passed and adopted Res. 75-10, transfer from Water 542260 to Utility Capital for refund on construction, on motion of Richardson, seconded by Long.

Res. 75-98, miscellaneous transfers and appropriations was passed and adopted, on motion of Richardson, seconded by Moffitt.

The Board acting as the Board of Directors of the Yosemite West Maintenance Dist. passed and adopted Res. 75-9, transfers by object, on motion of Richardson, seconded by Clark.

On motion of Long, seconded by Richardson, Leisha Walker, Co. Counsel, Legal Steno, was granted a step raise to Range 17, Step D, effective 7/1/75.

On motion of Richardson, seconded by Long, the anniversary date of Leisha Walker, Co. Counsel's Legal Steno, is to be advanced to 1/1/76.

The Professional and Special Services (M.C.A.G.) budgeted amount in Planning Comm. budget, was reduced to $17,500, on motion of Long, seconded by Clark. Ayes: Clark, Richardson, Hurlbert, Long. Noes: Moffitt.

Res. 75-99, was passed and adopted, the Board approved the Preliminary budget for 1975-76 and ordered the Auditor to publish, on motion of Clark, seconded by Long. Ayes: Clark, Hurlbert, Long, Richardson. Noes: Moffitt.

The time being 2:00 p.m., the Public Hearing on the petition requesting special election for the Yosemite Alpine Community Service Dist. was held. Niles Millar, President of the Yosemite Alpine Comm. Service Dist Homeowners Assoc. appeared and spoke in favor of the special election.

On motion of Richardson, seconded by Clark, the Board calls for a special election for the purpose of electing Directors for the Yosemite Alpine Comm. Service Dist. and of increasing services.

The Board authorized the Co. Clerk to publish notice of special election for Yosemite Alpine Comm. Serv. Dist. to be held Aug. 19, 1975.

Ord. 404 passed and adopted, an ord. extending Major-Minor Subdivision ord. 395, for ninety days until 9/23/75.

The Board authorized Co. Counsel and Herb Davis to negotiate agreement for removal of certain trees and trimming of others on Prinsen property in order to proceed with lighting of the Mariposa-Yosemite Airport, on motion of Clark, seconded by Long.
On motion of Moffitt, seconded by Clark, the Board elected Supervisor Tom Richardson, Chairman, of the Board of Supervisors effective July 1, 1975 to December 31, 1975, by a unanimous vote.

There being no further business, the Board adjourned to meet again in regular session on Tuesday, July 1, 1975 at 10:00 a.m.

HARRY F. HURLBERT, Chairman of the Board of Supervisors.

ATTEST:

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