The Board of Supervisors of the County of Mariposa met in regular session this 4th day of October, 1977, at 10:00 a.m. with Supervisors Clark, Dalton, Long, and Owings present. Supervisor Walton excused due to illness.

The Board Minutes of September 27, 1977, were approved and corrected to reflect that the Board approves of the policies adopted by the Planning Commission in relation to Ordinance No. 462 and road easements.

On motion of Clark, seconded by Owings, the following travel requests were approved: Rich Begley, Parks & Rec. Dir., Jack Leard, Maint. Sup. & David Beaudoin, Maint., California Parks and Recreation Society’s Annual Vendors Fair, Stockton, 10/11/77; Peter Artero, Road Comm., Water Pollution Conf., San Jose, 10/27-28/77.

Peter Artero, Road Commissioner, discussed road matters.

The Board acting as the Board of Directors of the Yosemite West Maintenance District took the following action: On motion of Dalton, seconded by Owings, Res. 77-5 was passed and adopted, Transfers by Object, $1500 from Roads-Maintenance Equipment to Water-Repairs; on motion of Owings, seconded by Clark, Transfers by Cost Center were approved.

On motion of Dalton, seconded by Clark, Virgil Mullis - Dist. 3, and Diane Nichols - Dist. 4, were appointed to the Water Advisory Board pursuant to Water Agency Res. 23. The terms for the appointees to the Advisory Board are as follows: Lois Greenberg, 1 year; Diane Nichols and Reno Ferrero, 2 years; William Kennedy and Virgil Mullis, 3 years.

On motion of Dalton, seconded by Owings, the Public Hearing regarding Revenue Sharing funds is set for 7:30 p.m., Tuesday, November 1, 1977, in the Board Room, Courthouse. Clerk to publish notice.

Dolly Kimbro presented proclamation of Baha'i Week. On motion of Clark, seconded by Owings, Res. 77-149 was passed and adopted, authorizing Chairman to sign Proclamation declaring the week of October 17 through October 23, 1977, to be BAHAI WEEK.

On motion of Clark, seconded by Owings, Kenneth Melton is appointed to the position of Director of the M.P.U.D. Board, pursuant to Election Code Section 23510.

On motion of Clark, seconded by Owings, the appeal of Planning Commission decision regarding LDA #630 (Locke) was set for public hearing November 8, 1977, at 10:45 a.m.

On motion of Dalton, seconded by Clark, the claim for damages filed by Alveta Foster was denied, pursuant to Government Code Section 912.6

On motion of Dalton, seconded by Owings, a letter is to be written in support of Stanislaus County's request that a solution be found to change federal and state laws to require unemployed farm laborers and those on welfare who are able to work do work in the fields at harvest time. Copies of the letter are to be sent to Senators Hyakawa, Cranston, and Zenovich; Congressman Sisk; Assemblyman Maddy; Assembly Agriculture and Labor Committees; Senate Health & Welfare Committee; Agriculture and Water Committee.

On motion of Dalton, seconded by Clark, Mrs. Marna Shirley is appointed to the Long Range Water Study Committee.
On motion of Dalton, seconded by Owings, County Counsel authorized to contact the Regional Water Quality Control Board advising them that the county is interested in securing proposed allocation of monies for county-wide water quality studies.

The Board adjourned for lunch at 12 noon, and reconvened in regular session at 1:55 p.m.

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

On motion of Owings, seconded by Clark, Res. 77-150 was passed and adopted, amending Res. 77-74 making the position of Administrative Assistant in the Road Department a 7/8th position.

On motion of Clark, seconded by Owings, the Board will meet in joint session with the Planning Commission to discuss the General Plan Update, Monday, October 17, 1977, at 7:30 p.m.

Res. 77-151 was passed and adopted in memory of Fred Richards, on motion of Clark, seconded by Owings.

On motion of Dalton, seconded by Clark, the Chairman was authorized to sign Deed of Easement from Vangas, Inc., for Coulterville Wastewater Collection System, and County Counsel authorized to record said easement.

On motion of Clark, seconded by Owings, Supervisor Long is nominated to serve on the Board of Directors of CSAC and Supervisor Dalton is nominated to serve on the Executive-Legislative Committee of the San Joaquin Valley Supervisors Association.

Zeora Womack and Daisy Wolfsen, appeared regarding cattleguards for Cotton Creek Road.

On motion of Owings, seconded by Clark, County Counsel was authorized to hire Court Reporter, on behalf of the Board, for Intent to Condemn hearing scheduled at 11:00 a.m., November 18, 1977.

Supervisor Jim Owings was excused due to possible conflict of interest.

On motion of Clark, seconded by Dalton, the proposal of Mariposa Floor Coverings, in the amount of $349.59, to cover the floors of the restrooms in the Library-History Center with commercial linoleum was accepted.

On motion of Owings, seconded by Dalton, it is the intent of the Board to provide $100,000 in matching funds in the form of a loan to the Yosemite West Maintenance District and County Counsel's letter to EDA stating that intent is ratified.

On motion of Clark, seconded by Owings, public hearing is set for November 1, 1977, at 11:00 a.m. to discuss the draft Environmental Impact Report relating to the General Plan Update.

There being no further business, the Board adjourned to meet in regular session, Tuesday, October 11, 1977, at 10:00 a.m.

ATTEST:  

FRANK L. LONG, Chairman  
Board of Supervisors

ELLEN BRONSON, County Clerk &  
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met in regular session this 11th day of October, 1977, at 10:00 a.m., with Supervisors Clark, Dalton, Long, and Owings present. Supervisor Walton absent.

The Board minutes of October 4, 1977, were approved as mailed.

On motion of Owings, seconded by Clark, the following items on the consent agenda were approved: Travel -- John Greiner, Assessor’s Office, Board of Equalization class on Audit Appraisal, Stockton, 10/17-21/77, Pat Moser, Health Dept., Vital Statistics procedures and forms, Modesto, 10/26-27/77; Unsecured Tax Cancellations Nos. 77-33 through 77-35 were approved.

On motion of Owings, seconded by Clark, the following claims were approved as presented:

<table>
<thead>
<tr>
<th>Claim</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$40,308.41</td>
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<tr>
<td>Road Fund</td>
<td>18,998.77</td>
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<tr>
<td>Contingent Fund</td>
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<td>Rec. &amp; Parks Fund</td>
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<td>Fed. Admin. Fund</td>
<td>4,338.79</td>
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<td>Law Library</td>
<td>168.82</td>
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<td>Mariposa Lighting</td>
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<tr>
<td>Hornitos Lighting</td>
<td>55.14</td>
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<tr>
<td>Coulterville Lighting</td>
<td>137.86</td>
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<tr>
<td>Anti-Recession Operating Fund</td>
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<td>SAP Fund</td>
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<tr>
<td>Co. Service Area 1-M (Lake Don Pedro)</td>
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<tr>
<td>Don Pedro Sewer Zone</td>
<td>716.83</td>
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<tr>
<td>Yosemite West Maint. Fund</td>
<td>3,645.56</td>
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</tbody>
</table>

The Board met in Executive Session with Peter Artero, Neil Van Winkle, Roger Stephens, and William Lincoln present to discuss legal and personnel matters.

The Board reconvened in regular session at 11:05 a.m.

Ed Santarosa, CH2M Hill representative, discussed proposal for inspection and engineering services during the construction of Coulterville Waste-water/Water Facility.

On motion of Dalton, seconded by Owings, County Counsel authorized to obtain an appraisal on the Kier property concerning Coulterville Waste Water project.

On motion of Dalton, seconded by Owings, expenditure of $1250 from the Anti-Recession fund was approved for microfilming of old Gazettes and records.

On motion of Dalton, seconded by Clark, public hearing on Appeal of Planning Commission denial, LDA No. 657 (Bagwell) is set for November 15, 1977 at 11:00 a.m. Matter to be heard as hearing de novo.

On motion of Owings, seconded by Dalton, Auditor was directed to pay $86.61 to Longs Body Shop, from Vehicle Damage Fund, for repair of Patrol car.

On motion of Dalton, seconded by Owings, the Negative Declaration concerning the inclusion of the Daisy Wolfsen property to the A-E zone was approved. On motion of Dalton, seconded by Clark, Ordinance 366-D, amending Ord. 366 to include Wolfsen property in A-E zone, was presented for first reading. Vote to be held October 18, 1977.
On motion of Dalton, seconded by Owings, County Counsel authorized to write letter to Lempres & Willsberg, attorneys for R. Rolfe, advising non-acceptance of postponing Public Hearing regarding Intent to Condemn property in Coulterville for Coulterville Wastewater/Water Facility.

On motion of Dalton, seconded by Clark, Building Department was authorized to purchase pocket-type calculator for $37.05.

On motion of Clark, seconded by Owings, John Rotondo was nominated for membership in the California Balance-of-State Council. The Council is responsible for setting of goals, policies, and procedures for the CETA Act of 1973.

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

The Board acting as the Board of Directors of Yosemite West Maintenance District passed and adopted Res. No. 77-5 (Y.W.M.D.) and Res. 77-152 authorizing Supervisor Owings to execute all necessary documents related to construction grants for Yosemite West water project and for Mrs. Alice Owings to act as witness for all such signatures, on motion of Clark, seconded by Dalton.

On motion of Clark, seconded by Dalton, Res. 77-153, was passed and adopted, establishing land division and development policy within the Stockton Creek and Mariposa Creek Watersheds.

On motion of Dalton, seconded by Clark, Res. 77-154 was passed and adopted proclaiming the month of November National REACT Month.

On motion of Owings, seconded by Dalton, the proposal of L. Kyle Napton, Ph.D. to conduct an archeological survey of the area identified as Yosemite West Maintenance District is accepted for the negotiated cost of $348.00.

On motion of Dalton, seconded by Clark, the Chairman signed the Deeds of Easement, Coulterville Wastewater/Sewer Facility, and County Counsel is authorized to record said deeds.

Supervisor Jim Owings was excused due to possible conflict of interest.

On motion of Dalton, seconded by Clark, proposal from Mariposa Floor Covering in the amount of $440.83 for carpeting the Red Cloud Library was approved.

Supervisor Jim Owings returned to meeting.

The Board met in administrative practices session regarding agreement for Agriculture Commissioner, and reconvened in regular session.

On motion of Clark, seconded by Dalton, Chairman authorized to sign contract for Agriculture Commissioner services with Mr. Don Cripe. Contract to be presented to Mr. Cripe for his signature and approval of the Board of Supervisors, Madera County.

On motion of Clark, seconded by Owings, 1946 Dodge Water Truck declared as having a value of less than $75, and that title be transferred to the Coulterville Volunteer Fire Department, Inc.

On motion of Dalton, seconded by Clark, the Board met in Executive Session on a personnel matter and reconvened in regular session.

The Board adjourned to meet at the Fair Grounds this date at 7:30 p.m. for Public Hearing on the possible implementation of the Williamson Act.
The public hearing regarding the Williamson Act opened at 7:30 p.m. with Supervisors Clark, Dalton, Long, and Owings present. Supervisor Walton absent. Testimony was received for and against implementation of the Act, and hearing closed at 10:35 p.m.

There being no further business, the Board adjourned to meet in Administrative Practices Session at 6:00 p.m., October 17, 1977, and conduct a joint meeting with the Planning Commission to discuss the Tentative Final Draft of the General Plan Update at 7:30 p.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board of Supervisors
The Board of Supervisors of the County of Mariposa met in continued session at 6:20 p.m. with Supervisors Clark, Dalton, Long, and Owings present. Supervisor Walton absent.

An administrative practices session was held to discuss technical changes in proposed resolution to implement the Williamson Act.

The joint meeting with the Planning Commission to discuss the Tentative Final Draft of the General Plan began at 7:30 p.m. with Commissioners Jacobs, Simpson, Brouillette, Fuller, Kelley, and Tune present. Tom Skinner, consultant, made a presentation of the plan and recommended some alterations.

Clerk is to publish notice in Gazette that the last day to file comments and/or make requests for changes in land use classification in the County Clerk's office will be November 1, 1977. All comments will be considered; however, not necessarily implemented.

There being no further business, the Board of Supervisors adjourned to meet in regular session Tuesday, October 18, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board of Supervisors
The Board of Supervisors of the County of Mariposa met in regular session on this 18th day of October, 1977, at 9:20 a.m. with Supervisors Clark, Dalton, Long, and Owings present. Letter of resignation of Supervisor Walton, due to illness, was read. Resignation to be effective this date and hour.

Barbara Saye, Auditor-Recorder, discussed several matters.

On motion of Clark, seconded by Dalton, a public hearing regarding anti-recession funds in the amount of $26,087 was set for November 1, 1977, at 7:30 p.m. Clerk to publish notice.

On motion of Dalton, seconded by Clark, a surplus of $75.58 has been assigned to the Clerk's office for the purpose of purchasing microfilm. These monies resulted from an excess in the following departments' anti-recession funds: Mariposa Judicial District, $13.12; Planning Commission, $11.09; Supt of Schools, $.73; Recorder, $11.40; District Attorney, $5.29; Clerk, $33.95.

On motion of Dalton, seconded by Clark, Auditor's Office is to advance payments out of the Inspection Fee funds, on a loan basis, for the parking district contract.

Larry James, Building Inspector, discussed various matters

On motion of Owings, seconded by Clark, building inspection fees are waived within the Parking District for those businesses which must convert from overhead wiring to underground.

The Board acting as the Board of Directors of Yosemite West Maintenance District request that all applications for minor modifications to existing buildings in Yosemite West be brought before the Board. The Board will then consider applications on an individual basis.

On motion of Clark, seconded by Owings, authorization was given for Tom Higgins, State Building Inspector, to drive a County Building Dept. vehicle while on county business.

Dolores Jacobs, Chairman Mental Health Advisory Board, Dr. George Westerman, Administrator Contractual Agency, and Victor Duerksen, Director of Advisory Board, discussed problems of staffing and communication.

On motion of Clark, seconded by Dalton, Claude C. Walton's resignation as Supervisor of District 4, due to illness, was accepted with regret. Clerk to write to the Governor urging him to appoint a qualified person as soon as feasible due to the pressure of business.

The Board Minutes of September 11, 1977, were approved as mailed.

On motion of Dalton, seconded by Owings, the following items on the consent agenda were approved: Travel - One Deputy Recorder, Dept. of Vital Statistics meeting, Modesto, 10/26-27/77; Glen Power and Barbara Florida, Veterans' Service Office, Annual Income Questionnaire processing procedures, Merced, 10/27/77; Glen Power, Health & Welfare, Calif. Congress of Senior Citizens, Fresno, 10/20/77; Bob Sugar, Sanitation Aide, Visible Emission Evaluation Course, Santa Cruz, 10/25-27/77. Tax cancellations Nos. 77-43 and 77-44, secured.

Peter Artero, Road Commissioner, discussed road matters.

G. Nichols, McGlasson and Associates, discussed request by Gentz Const. to substitute reinforced cement instead of cement block for walls in Mariposa Parking District, at no cost to the County.
Ord. 366-D, inclusion of Wolfsen property to A-E Zone, was passed and adopted having been previously read.

On motion of Owings, seconded by Clark, Building Department will be allowed to close for lunch hour. However, they must remain open between the hours of 12 noon and 1:00 p.m.

The time being 10:30 a.m., bids were opened for Anti-Freeze and Patch Material. They were referred to the Road Commissioner for recommendation.

Orin Bennett and Red Moldenhauer, Moldenhauer Bennett & Co., presented proposal for inspection and engineering services for Coulterville Wastewater/Water Facilities.

The time being 11:00 a.m., the public hearing regarding County’s intention to condemn certain property was opened. Testimony was received and hearing closed.

On motion of Dalton, seconded by Clark, Res. 77-156 was passed and adopted, condemning certain property for Coulterville Wastewater Treatment Facility.

The Board adjourned for lunch at 12 noon and reconvened in regular session at 2:10 p.m.

Public hearing on the General Plan was held. It was noted that mining, generally speaking, is a compatible classification that can be done without a use permit. Hearing closed at 4:15 p.m.

On motion of Owings, seconded by Dalton, the bid of Chase Bros. for anti-freeze in the amount of $648.72 (without stop-leak) was accepted upon recommendation of Road Commissioner.

On motion of Clark, seconded by Dalton, the bid of Sequoia Rock Co. in the amount of $36,770 was accepted for Patch Material, upon recommendation of Road Commissioner.

On motion of Dalton, seconded by Clark, the Chairman was authorized to sign an agreement with Moldenhauer Bennett and Co. for Coulterville Wastewater and Water Project inspection and engineering services.

On motion of Clark, seconded by Owings, a $4.00 per hour rate was set for the extra help position in the Sheriff’s Office.

On motion of Clark, seconded by Owings, Mr. George Peck was reappointed to a three-year term as Mariposa Counties’ representative to ATAAP’s Advisory Council.

On motion of Clark, seconded by Owings, Chairman authorized to sign Alcoholism Services contract between Mariposa County and King Views for fiscal year 1977/78.

On motion of Clark, seconded by Dalton, Auditor’s Office directed to draw a warrant in the amount of $148.80 for postage to replace monies used from the Justice Court revolving fund.

On motion of Dalton, seconded by Owings, Chairman authorized to sign Deeds of Easement for Coulterville Wastewater/Water Facility, and directed County Counsel to record same.

On motion of Clark, seconded by Dalton, the County Engineer is directed to request a waiver of the EDA 10 percent minority requirement with respect to sub-contractors on the Coulterville Wastewater and Water Facilities projects.
The Board acting as the Board of Directors of Yosemite West Maintenance District took the following action: On motion of Owings, seconded by Clark, Chairman signed agreement with Moldenhauer Bennett & Co. for professional services for the Yosemite West water project. Changes in Article II, A.2. were noted and initialed.

On motion of Clark, seconded by Owings, Fire truck at Mormon Bar was leased for $1.00 a year to Fire Fighters of Hunters Valley, relieving the County of all maintenance and liability.

The Board met in Administrative Practices session to discuss technical revisions regarding implementation of the Williamson Act and reconvened in regular session.

On motion of Clark, seconded by Dalton, Res. 77-157 was passed and adopted, implementing the California Land Conservation Act of 1965, as amended, in the County of Mariposa.

The Board adjourned for dinner at 6:20 p.m., and reconvened at 7:30 p.m.

The hearing de novo of appeal of Planning Commission finding No. 4, LDA #616 (DeRuvo) opened at 7:30 p.m. On motion of Owings, seconded by Clark, the hearing is continued at the call of the chairman until such time as all research is completed regarding development along Broncho Hollow Road.

There being no further business, the Board adjourned at 8:00 p.m. to meet in continued session at 10:00 a.m., Monday, October 24, 1977.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

FISCAL YEAR 1977-78 LOCAL AGENCY Mariposa County

THIS AGREEMENT, made and entered into this 1st day of July 1977, by and between the State of California acting through its Director of the Department of Forestry, hereinafter called Director and/or State, with the approval of the Director of the Department of General Services and Mariposa County, a local agency existing under the laws of the State of California, through its duly authorized officers, hereinafter called Local Agency, whereby it is agreed as follows:

I

A. The Director will select and employ a State Forest Officer to represent both parties during the period of this Agreement and that Officer so selected shall, under the supervision and direction of the Director and his lawful representative, have charge of the organization described in Schedules A and B, attached hereto and made a part hereof, for the purpose of providing fire protection services as deemed necessary to satisfy the needs of both State and of the Local Agency, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

The State will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services as agreed upon herein.

B. The State shall assume no responsibility for fire prevention or suppression on lands under the jurisdiction of the United States, except under such conditions as may be separately agreed upon by the State; or lands within the corporate limits of cities, except under such conditions as may be separately agreed upon by the State and such cities, or the State and Local Agency.
The Local Agency has appropriated a sum of money to provide fire protection services within the area of responsibility of the Local Agency for the period from 11-1-77 to 6-30-78 of the fiscal year indicated above and that the sum of $6,297.00 so appropriated is budgeted for expenditures as set forth in the attached Schedule(s) A.

The State shall make a claim, for the cost of the services to be rendered during each of the following periods: (1) July 1 through December 31; (2) January 1 through March 31; and (3) April 1 through June 30; the claim for the period (1) July 1 through December 31 shall be submitted by State for actual expenses to Local Agency no earlier than January 1. The claim for the period (2) January 1 through March 31, shall be submitted by State for actual expenses to Local Agency no earlier than April 1, and the claim for the period (3) April 1 through June 30, shall be submitted by State, in advance for estimated costs to Local Agency no earlier than April 1 and Local Agency shall pay each claim within thirty days after receipt thereof. A final claim will be made by State for actual services rendered by State covering the period (3) April 1 through June 30, giving credit for advance payment previously received by State from Local Agency. If the advance payment received by State from Local Agency for the estimated costs exceeds the actual claim for the period (3) April 1 through June 30, a refund will be made by State and accompany the final claim. The State will be allowed reasonable flexibility in the assignment of available personnel and equipment in order to provide the fire prevention and suppression service as agreed upon herein. Any cost to the Local Agency for such service shall not exceed the total budgeted cost set forth in Schedule A.

B. Any change of the Salaries or expenses set forth in said Schedule A made necessary by action of the Legislature or any other public agency with authority to direct changes in the levels of salaries or expenses shall be paid from the funds represented therein or as said Schedule is amended. There shall be no obligation
on the part of the Local Agency to expend or appropriate any sum in excess of the total of Schedule(s) A which exceed the appropriations of the Local Agency for the purposes of this Agreement. If, within 30 days after notice in writing from the State to the Local Agency that the actual cost of maintaining the services specified in Schedule A as a result of Legislative or other action will exceed the total amount specified therein and the Local Agency has failed or refuses to make available the necessary additional funds, the State shall have the right to reduce said services by a like amount and shall promptly notify the Local Agency specifying the services to be reduced. If Local Agency desires to add funds to the total included herein to cover the cost of increased salaries or services, such increase shall be accomplished by an Amendment to this Agreement approved by the parties hereto.

C. All claims against the aforesaid appropriations as above stated and set forth in Schedule(s) A, shall be presented and filed with Local Agency as directed by the Local Agency.

III

The State through authority in provisions of the Public Resources Code, State of California, Division 4, Part 2, Chapter 1, Article 4, Section 4114 and any and all other provisions of law, on behalf of the State, agrees to support the State personnel and organization described in Schedule B.

IV

Any other funds appropriated by the Local Agency which are to be expended under the supervision of or for the use of a State Forest Officer for fire protection services during the term of this agreement shall be set out in this agreement and marked Schedule C. This clause shall not limit the right of the Local Agency to make additional expenditures whether under Schedule C or otherwise. Any additional expenditures made by the Local Agency shall not be made for the purposes of augmenting salaries of State employees, or to improve upon working conditions for such State
employees not mutually agreed upon. The State may audit any expenditures made
under Schedule C, or otherwise, to verify the expenditures were made for the purposes
intended by the Local Agency.

V

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

VI

The Local Agency shall be insured against Torts arising out of or occurring in
the performance of this Agreement and will furnish, at no cost to the State, evidence
of liability insurance in a form satisfactory to State, containing liability limits of
no less than $500,000.00. Said evidence of insurance must contain the following
provisions:

(1) That the policy names as additional insured, the State of California
acting through its Department of Forestry, its Officers, Agents, Servants, and
Employees;

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

(3) That the insurer will not cancel the policy or policies involved
without 30 days prior written notice to the State of California Department of Forestry,
1416 Ninth Street, Room 1555, Sacramento, California 95814.
VII

Within any self-insured retention (deductible) of the insurance coverage required under Section VI, the Local Agency agrees to defend, indemnify, and hold harmless, the State, its employees, officers, and servants for any and all claims and suits arising under this Agreement, except those arising out of the sole negligence or willful misconduct of the State. A certification of self-insurance incorporating these covenants, is included herein on Page 11. (If the Local Agency elects to be fully or partly self-insured, said certification must be signed by an officer of the County.)

VIII

Volunteers, paid call Firemen or casual workers utilized in Local responsibility fire control by the State Forest Officer for the purposes of prevention and suppression of fires shall be the responsibility of the Local Agency for Workmen's Compensation in the event of injury or death. In the event State is assessed for the payment of claims of said persons, Local Agency agrees to indemnify State for the full amount so assessed.

IX

As provided in Section 13009 of the Health and Safety Code, the State may bring action for collection of suppression costs of any fire suppressed on State responsibility lands during the term of this Agreement. When using equipment and personnel under the terms of this Agreement, the State may, on request of the Local Agency, bring action for collection of costs borne by the Local Agency in which case the Local Agency appoints and designates the State as its agent in said collection proceedings. In the event of recovery, the State will apportion to the Local Agency its pro-rata proportion of recovery, less costs, including legal fees.
When rendering mutual aid or assistance as authorized in Section 13050 and 13054, Health and Safety Code, the State may, on request of the Local Agency, demand payment of charges and seek reimbursement of Local Agency costs for personnel as funded herein, under authority given by Sections 13051 and 13054, Health and Safety Code. The State, in seeking said reimbursement will represent the Local Agency in following the procedures set forth in Section 13052, Health and Safety Code. Any recovery of Local Agency costs, less expenses, will be credited to the Local Agency.

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

All personal property provided by the Local Agency and by the State for the purpose of providing fire protection under the terms of this Agreement shall be marked and accounted for by the State Forest Officer in charge in such a manner as to conform to the regulations established by the parties for the segregation, care, and use of the respective property of each.

The organization provided by State and the estimated cost of services performed by said organization, and all related costs, are set forth in Schedule(s) A.

A. In the case of services provided under Section 4143 and 4144, P.R.C., a separate Schedule A, marked "A-4144," shall be used to show the cost apportionment.
to be charged to the Local Agency for the use of State equipment, personnel and buildings during the non-fire season. All services and directly related expenses provided by the State for the benefit of the Local Agency, both year long and seasonal; including State equipment, personnel and buildings; the operation and maintenance of equipment provided by the Local Agency; volunteer or other local fire forces and all related expenses borne directly by the State and to be reimbursed by the Local Agency shall be shown separately and the total of all services and related costs shall not exceed the amount shown in Section III, aforementioned.

B. At some State stations, the Local Agency, through this Agreement, may desire year long fire protection services. At such places, marked "W" in Schedule A, including A-4144, the State agrees to provide and pay for such services at all times other than the periods specified herein, in order that no lapse of service may result; this understanding shall in no way interfere with the State's right to dispatch and use forces from any such station, as deemed necessary by the State, at any time of the year.

C. The Local Agency agrees to pay the cost of actual salaries plus retirement and all other employee benefits for those personnel employed in accordance with Schedule A, except when contract rates (an all inclusive rate covering costs to the State for providing 24-hour coverage during a given period) are indicated.

D. For Fire Protection Services provided under Schedule A-4144, the distribution of costs shall comply with Section 4144, Public Resources Code.

E. Reimbursement to the State may be paid from any funds budgeted without regard to category and, if necessary, from any contingency item.

F. Records, books, etc., shall be made available for audit by the Local Agency at the offices of the Director of Forestry. For any services performed directly by the State or procured by the State for the Local Agency, as contemplated
I. The State Shall:

A. Provide gasoline, oil, lubrication, batteries, tires, and tools.

B. Repair, exchange or replace, when necessary, motors, boxes, pumps, spotlights, siren, fire extinguishers, and all other accessories affixed to or supplied with the aforesaid vehicles when the latter were accepted by the State for operation under Schedule A or, excepting facilities or accessories not common to the use of the State, and radio installations installed by the State shall become the property of the State; and the replaced equipment removed shall become the property of the State; and

C. Make such reasonable repairs to said vehicles (but not including the replaced equipment) as may be necessary to keep the vehicles in operating condition.

2. In the case of the Local Agency-owned vehicles operated by the State on behalf of the Local Agency for the agreed cost as set forth in Schedule A, the agreed cost of operation shall include all costs pertaining to running, repairing, replacing, and insuring the aforesaid vehicles.

A. In the case of State-owned vehicles, the agreed cost of operation shall include all costs pertaining to running, repairing, replacing, and insuring the aforesaid vehicles.

B. The following Local Agency-owned vehicles shall be operated by the State on behalf of the Local Agency:

C. "Local Agency-owned vehicles" as herein defined, shall mean any vehicles listed in Schedules A and C, and any other vehicle made available by the Local Agency and listed in Schedule D, the agreed cost of operation shall include all costs pertaining to running, repairing, replacing, and insuring the aforesaid vehicles.

A. "State-owned vehicles" include all vehicles listed in Schedules A, C and D, and any other vehicle made available to the State for operation under this Agreement.

(Paragraph XIV continued on the next page)
provided, however, that the State may cease to make further repairs on any vehicle when the State determines that the repair costs during the period of this Agreement shall exceed, or have exceeded, the market value of the vehicle. In the event the State determines that a vehicle is not fit for further use because of obsolescence or a wreck, the State shall not be required to repair the vehicle or maintain it in use. Upon such determination, the State shall immediately so notify the Local Agency, and the Local Agency shall have the option of replacing said vehicle or State shall discontinue the particular service required as a result of its previous existence.

2. The Local Agency shall:

A. Acquire, license, and make available the said vehicles.

B. Reimburse the State at the exceed cost for the operation of said vehicles.

C. In the case of Local Agency owned vehicles provided by Local Agency, for performance as contemplated hereunder, but not included in Schedule A:

(1) The State shall conform to policies of the Local Agency in the operation, use, care and maintenance of said vehicles.

(2) The Local Agency shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.

D. For all Local Agency owned vehicles operated or used by employees of the State, under the terms of this Agreement, the Local Agency assumes full responsibility for all liabilities associated therewith and will furnish at no cost to the State, evidence of motor vehicle liability insurance in a form satisfactory to the State Department of General Services.
containing bodily injury liability limits of not less than $250,000/
$500,000 and property damage limits of not less than $50,000 or such
higher limits as specified in the Local Agency policy.

When a Local Agency employee, under the supervision of the State Forest
Officer, operates a State-owned automotive vehicle as a part of his duties and in
connection with fire protection services, he will be deemed an agent of the State
for acts or omissions in the use of such vehicle.

XV

This Agreement contains the whole contract between the parties. It may be
terminated at any time or any provision herein contained may be amended or modified
upon the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto
have, in their representative capacities, set their hands as of the date first
hereinabove written.

Mariposa County
(Local Agency)

By
Title
FRANK L. LONG, Chairman
Board of Supervisors

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
L. A. Moran, Director

By
Title

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

By
Title
JOAN J. LYNN
Deputy Clerk

APPROVED AS TO FORM
NEIL B. VANWINKLE, COUNTY COUNSEL
COUNTY OF MARIPOSA
DATE October 4, 1977
CERTIFICATION OF SELF-INSURANCE

This is to certify that the Local Agency has elected, effective __________, 19__, to be self-insured to the limit of $______________ under the self-insurance provision provided in Section VII.

____________________________________
By

______________________________
Printed Name

______________________________
Title
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**Total:** 1,109.52

**Notes:**
- Payments for January 2023 can be made through ACH or direct deposit.
- Office supplies need to be reordered on or before December 10th.
- Utility bills must be paid by the 10th of each month to avoid late fees.
SCHEDULE B

This is Schedule B of Cooperative Agreement dated July 1, 1977, by and between the Department of Forestry of the State of California, and Mariposa County, a Local Agency.

MADERA-MARIPOSA RANGER UNIT

ADMINISTRATION

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

FIRE CONTROL - YEAR LONG

20 = Fire Captains
8 = Fire Apparatus Engineers
6 = Heavy Fire Equipment Operators

FIRE CONTROL - SEASONAL

5 = Fire Apparatus Engineers
3 = Camp Crew Cooks
78 = Fire Fighters
12 = Lookouts

ABOVE ASSIGNED TO:

Raymond
Coarsegold
Rancheria
Ahwahnee
White Rock
Usana
Mariposa
Catheys Valley

Coulterville
Hornitos
Red Top Lookout
Green Mountain Lookout
Deadwood Lookout
Guadalupe Lookout
Williams Peak Lookout
Penon Blanco Lookout

Total of Estimated Expenditures for Salaries and Wages, Operating Expenses and Property and Equipment. $2,250,000.00
BOARD OF SUPERVISORS - COUNTY OF MARIPOSA

RESOLUTION NO. 77-155

BE IT RESOLVED, that the Mariposa County Board of
Supervisors hereby approves the Cooperative Agreement to provide
Fire Protection Services for Local Agencies for the fiscal year
1977 - 1978 between the State of California, Department of
Conservation, and the County of Mariposa, and;

BE IT FURTHER RESOLVED, that the Mariposa County Board
of Supervisors authorized Frank L. Long, Chairman to sign said
Agreement on October 11, 1977, at a regular meeting.

PASSED AND ADOPTED by the Board of Supervisors of the
County of Mariposa, State of California, this 11th day of
September, 1977, by the following vote:

AYES: Clark, Dalton, Long, Owings

NOES: None

NOT VOTING: None

ABSENT: Walton

FRANK L. LONG
FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

By

LYNNE ROBINSON

Deputy County Clerk

The foregoing instrument is a correct copy
of the original on file in this office.

ATTEST: October 14, 1977

ELLEN BRONSON
County Clerk and ex-officio Clerk of the
Board of Supervisors, County of Mariposa,
State of California.
THIS AGREEMENT, executed in duplicate this 18th day of October, 1977, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DONALD O. CRIFE, hereinafter referred to as COMMISSIONER.

WITNESS WHEREOF:

WHEREAS, COUNTY does not have an Agricultural Commissioner, and

WHEREAS, COMMISSIONER is the present Agricultural Commissioner in the County of Madera, and

WHEREAS, Food and Agriculture Code § 2124 and the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code authorize COUNTY to contract with COMMISSIONER by and with the consent of the Madera County Board of Supervisors for the performance of the duties of Agricultural Commissioner within COUNTY, and

WHEREAS, COUNTY desires to enter into this Agreement with COMMISSIONER for the provision of Agricultural Commissioner services which will meet the minimum requirements of the California Department of Food and Agriculture, and

WHEREAS, those minimum requirements are as follows: Plant quarantine and pest detection; Nursery and seed regulation; Pesticide use enforcement; Insect and disease pest management; Fruit, vegetable and egg quality control; Vertebrate pest management; Weed control; Apiary regulation; and Pest eradication,

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. COMMISSIONER agrees to provide Agricultural Commissioner services sufficient to meet the requirements of the California Department of Food and Agriculture during a one-year period commencing with the date of this Agreement,

2. COUNTY shall pay COMMISSIONER the sum of THREE HUNDRED
DOLLARS ($300.00) per month during the term of this Agreement.

3. COUNTY shall pay to COMMISSIONER, in addition to all other compensation, mileage at the rate of eighteen cents ($0.18) per mile for all necessary and actual miles driven by COMMISSIONER in his private automobile in the performance of his duties pursuant to this Agreement, and shall pay to the Madera County Auditor mileage at the rate of eighteen cents ($0.18) per mile for all actual and necessary miles, if any, driven by COMMISSIONER in an official Madera County automobile in performance of this Agreement.

4. COMMISSIONER shall devote as much time as is necessary to adequately perform his duties pursuant to this Agreement, provided, however, that COMMISSIONER shall not be obligated to devote more than three (3) days per month to the performance of this Agreement. The parties acknowledge that COMMISSIONER'S responsibility is primarily supervisory and administrative and many of the services to be performed by COMMISSIONER will not require his physical presence within COUNTY but are the kinds of services that can be supervised or administered by COMMISSIONER from his office in Madera County.

5. COUNTY shall provide one person to perform the field work necessary to carry out the provisions of this Agreement. The field worker shall meet all minimum qualifications for the California Department of Food and Agriculture certification program at the time of hiring and shall be willing to qualify himself in all remaining areas of certification. COMMISSIONER shall interview and hire said field worker and shall provide initial training, together with such supplemental training as is necessary. It shall be necessary for the field worker to travel to Madera County from time to time for training and other meetings and programs. Said field worker shall be under the direct supervision of said COMMISSIONER. COMMISSIONER shall make every effort to hire a local Mariposa County resident for said field worker position.
6. COMMISSIONER shall submit a budget to the Mariposa County Board of Supervisors for their approval. The Mariposa County Board of Supervisors shall have fiscal control over COMMISSIONER'S budget.
for the provision of services pursuant to this Agreement, however, it is expressly agreed by COUNTY and the COMMISSIONER that any budget approved must meet the minimum requirements of the California Department of Food and Agriculture for the provision of the services to be provided pursuant to this Agreement.

7. Before any economic poison or poisons may be used upon privately owned land, COMMISSIONER shall request and receive from the owner of the land a written agreement indemnifying and saving harmless COUNTY and COMMISSIONER from all liability or claim of liability to persons or property on account of the use of economic poison upon the land of such person. In the event any such person shall fail or refuse to sign such agreement, COMMISSIONER shall not distribute or allow to be distributed any economic poison or poisons upon the land of such person.

8. COUNTY shall not have the right to direct or control COMMISSIONER in the performance of his duties pursuant to this Agreement and COMMISSIONER shall, at all times, be and remain an independent contractor. COMMISSIONER shall have all rights and privileges legally granted to a County Agricultural Commissioner. COMMISSIONER shall have full administrative authority of the services to be performed pursuant to this Agreement, including authority over COUNTY'S employees utilized in the provision of said services. Any of the services to be performed by COMMISSIONER pursuant to this Agreement may be performed by any legally appointed and qualified deputy.

9. COMMISSIONER shall provide a surety bond of at least ONE THOUSAND DOLLARS ($1,000) in the manner and form provided by law, and COUNTY shall pay the premium thereon, if any.

10. Costs of all necessary supplies and equipment shall be borne by Mariposa County.

11. This Agreement shall not be valid or binding on either party until the written consent of the Madera County Board of
Supervisors is obtained and subscribed below.

12. COUNTY shall defend, indemnify and hold harmless COM-
MISSIONER and the County of Madera, its officers and employees,
from any and all liability or claim of liability on account of
damage or injury to persons or property arising out of any acts
which COMMISSIONER may lawfully do or cause to be done in accordance
with the provisions of this Agreement.

13. This Agreement may be renewed for succeeding periods of
one year by subsequent written agreement.

14. This Agreement may not be modified except by a subsequent
written agreement signed by the parties.

15. This Agreement may be terminated by either party upon
the giving of thirty (30) days written notice to the other.

COUNTY OF MARIPOSA

By
Chairman
Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

By
Deputy Clerk

DONALD O. CRIME, Agricultural
Commissioner

The Madera County Board of Supervisors consents to the above Agree-
ment and the performance of said Agreement by Donald O. Cripe.

Dated:

COUNTY OF MADERA

By
Chairman
Board of Supervisors
This CONTRACT, made and entered into on this eleventh (11th) day of October 1977, by and between COUNTY OF MARIPOSA, hereinafter referred to as "COUNTY", and Kings View d.b.a. MENTAL HEALTH SERVICES FOR MARIPOSA COUNTY, a California not-for-profit Corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH

1. INTENT: It is the intention of the parties to maintain an Alcoholism Program for the entire area of the COUNTY OF MARIPOSA, in conformity with the requirements of the State Office of Alcoholism and Rules and Regulations promulgated thereunder and in accordance with State Senate Bill 744. Such program can best be implemented through this contractual arrangement pursuant to California Welfare and Institution Code 19900, with provision made that persons receiving services thereunder, shall be charged for such services in accordance with ability to pay, but such charges not exceeding the actual cost of providing such services.

2. DUTIES OF CONTRACTOR: OPERATING COSTS: CONTRACTOR shall furnish and pay for all personnel, supplies, insurance, utilities, telephone, and all other expenses of any kind or nature whatsoever for the establishment and maintenance of an Alcoholism Program unless otherwise specifically required herein to be paid by COUNTY.


4. LOCATION OF SERVICES:
   (a) Limited residential de-toxification (social mode) services shall be provided at the Stanislaus County Alcoholism Treatment Program located at Modesto, California.
   (b) Community Alcoholism Services including outpatient information and referral, prevention, pre-sentence investigations and driving under the influence programs for the court shall be maintained at: Mental Health Facility, Highway 140, Mariposa, California.
   (c) Deletions and additions, as selected by mutual consent, for specific reasons.
5. CONTRACTED SERVICES:

(a) COMMUNITY SERVICES: Shall be provided for Alcoholism educational purposes to government agencies, schools, community groups and the citizens of Mariposa County.

(b) COUNTY OFFICES GENERALLY: CONTRACTOR shall assist and provide general Alcoholism evaluation and consultation (within the legal limits of confidentiality) to the following County Departments:
   1. Judicial District Court
   2. Probation Department
   3. Welfare Department

No additional charge shall be made to CONTRACTOR for such service.

(c) TREATMENT SERVICES: CONTRACTOR shall provide outpatient and inpatient services for children and adults.

(d) ADMINISTRATIVE SERVICES: These services shall include program planning, operations, training, research and evaluation, fiscal and business management, record keeping, and clerical support services.

6. FEES FOR SERVICES: Services shall be provided to recipients of service in accordance with the Rate Schedule contained in the Uniform Method of Determining Ability to Pay (UMDAP) supplied by the State Department of Health, provided however, that no fee shall exceed the ability of the service recipient's ability to pay, nor shall it exceed the cost of care (see attachment I). The only exception shall be Driving Under the Influence (DUI) classes, for which fees for services are based on court mandated fines.

7. NONDISCRIMINATION: Patients shall be accepted for care without discrimination as to race, color, sex, creed, color, religion, national origin, sex or ancestry. The CONTRACTOR shall furnish the following data to the COUNTY upon County's request:
   (a) Affirmative Action Compliance Program
   (b) Equal Employment Policies
   (c) Personnel Policies

8. ELIGIBILITY DETERMINATION: The County appointed Alcoholism Administrator and CONTRACTOR'S Executive Director shall make the determination for eligibility for services pursuant to this agreement, based upon the Rules and Regulations adopted by the State Office of Alcoholism. The actual determination of eligibility for service pursuant to this agreement shall be performed by CONTRACTOR'S Staff and screening of applicants for Alcoholism services as defined herein shall, whenever possible, be done prior to rendering services.
9. BILLINGS TO RECIPIENT OF SERVICES: CONTRACTOR agrees that billings and collections shall be in accordance with Uniform Billing and Collection guidelines established by the State Department of Health.

10. PAYMENT TO CONTRACTOR:

(a) Each month, CONTRACTOR shall file with the COUNTY and with the State of California such reports as may be required by the State for statistical purposes.

(b) Each quarter, CONTRACTOR shall file with the COUNTY and with the State of California such reports as may be required to secure to COUNTY reimbursement from the State for the cost to COUNTY of services provided by CONTRACTOR hereunder (see attachment 2).

(c) No later than the fifth (5th) working day of each month, COUNTY shall deliver and CONTRACTOR shall receive an amount equal to 1/12 of the approved annual alcoholism program budget by resolution of the Board of Supervisors less collections by CONTRACTOR, in partial payment for costs to be incurred under this agreement during said month.

(d) No later than the end of the first month following each fiscal year quarter, CONTRACTOR shall prepare a report summarizing costs versus partial payments made to it by COUNTY and settlement shall be made in the following manner: If costs exceed partial payments, COUNTY shall pay CONTRACTOR the excess, or if partial payments exceed costs, CONTRACTOR shall pay COUNTY the excess. Settlement shall be made within 15 days of receipt of this report.

(e) CONTRACTOR shall provide an Annual Cost Report as mandated by the State Office of Alcoholism. Settlement shall be made within thirty (30) days of receipt of this report. Should said report be returned to the COUNTY for any reason, requiring amendment, any further monthly payments shall not be made until said amended report is re-submitted to the County Auditor by the CONTRACTOR.

(f) CONTRACTOR also agrees that it will reimburse COUNTY for any payments made by COUNTY to CONTRACTOR for which billings were prepared and submitted to the State Office of Alcoholism and which were thereafter disallowed in whole or in part by the State Office of Alcoholism as a result of conduct by the CONTRACTOR of programs authorized
by this agreement within 30 days after parties are notified that the repayment or reimbursement is required to be made, all appeals expended. If any action by the Board of Supervisors or the County Alcoholism Administrator with regard to the Program is the principal reason for repayment or reimbursement being required, then, of course, the reimbursement provisions of above will not be applicable. However, any action or failure to act by the CONTRACTOR or by its officers, employees, and sub-contractors, past or present, including a failure to make diligent effort to resolve the disallowance with the State, which has resulted in the required repayment or reimbursement to the State or others, shall be paid by CONTRACTOR in accordance with the above.

11. **PROGRAM SUPERVISION:** The COUNTY shall appoint a part-time Mariposa County Alcoholism Administrator who shall not be an employee of the CONTRACTOR. The Alcoholism Administrator, assisted by the CONTRACTOR'S staff and in cooperation with the Mariposa County Alcoholism Advisory Board, who shall carry out planning for an evaluation of the Mariposa County Alcoholism Program. CONTRACTOR shall appoint an Executive Director who shall be responsible for managing the Alcoholism Program. The Alcoholism Administrator and the Executive Director shall be responsible for all aspects of the Alcoholism Program, including, but not limited to, planning of the total Alcoholism Program. The Executive Director shall supervise and specify the kind, quality, and amount of services and the criteria for determining the persons to be served by the Alcoholism Program as provided for in the Annual Plan and the approved budget by the Mariposa County Board of Supervisors. The actual determination of eligibility, kind, quality, and amount of services for individual recipients of care shall be performed by staff employed by CONTRACTOR. Whenever possible, screening of applicants for services shall be done prior to acceptance for treatment.

12. **STATUS OF EMPLOYEES:** All persons employed by the CONTRACTOR shall be solely employees of CONTRACTOR and not employees of the COUNTY. CONTRACTOR shall be solely responsible for the salaries and benefits of such personnel, including Worker's Compensation.

13. **REPORTS AND RECORDS:** CONTRACTOR shall maintain appropriate clinical, statistical and financial records for a period of at least five (5) years. As provided by law, COUNTY and State Office of Alcoholism shall have the
right to visit the program facilities or the "Home Office" and examine CONTRACTOR'S records in relation to Mariposa County Alcoholism Services at any reasonable time.

14. **BUDGET DEADLINES AND ADJUSTMENTS:** The CONTRACTOR will be responsible to meet all budget and fiscal deadlines required by the COUNTY and State. Any budget adjustments in the State's 90% sharing figure as a consequence of not meeting a deadline will also be reflected proportionately on the COUNTY'S 10% sharing. All disallowances shall be the responsibility of the CONTRACTOR. However, any disallowance caused by the action or inaction by the COUNTY shall be paid by the COUNTY itself and shall not be the responsibility of the CONTRACTOR.

15. **DELIVERY OF SERVICES OUTSIDE THE ALCOHOLISM PROGRAM FOR MARIPOSA COUNTY:** CONTRACTOR shall not organize or operate any program in the County of Mariposa which may cause the CONTRACTOR not to afford its best efforts in the execution of this agreement. CONTRACTOR agrees that Kings View Staff will not engage in private practice in County facilities.

16. **HOLD HARMLESS: INSURANCE:** CONTRACTOR covenants to defend, indemnify and hold harmless COUNTY from all liability, or claim of liability, on account of any action, injury, or wrong of any kind or nature whatsoever arising out of CONTRACTOR'S actions, or services hereunder provided by CONTRACTOR'S staff. Not later than the time of the signing of this contract, CONTRACTOR shall deliver to the COUNTY a certificate issued by its Insurance Company (see attachment 3), stating that CONTRACTOR is covered by Public Liability Insurance within the limits commonly described as $1,000,000 personal injury, property damage in the amount of $100,000 and malpractice insurance in an amount not less than $5,000,000. The COUNTY shall be named an additional insured thereon.

17. **NO TERMS NOT INCLUDED:** This contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind either of the parties hereto.

18. **NO ASSIGNMENT:** This contract, and the rights and duties hereunder, shall not be assigned in whole or in part without the express written consent of the COUNTY.

19. **CONTRACT:** CONTRACTOR AND COUNTY agree that this contract shall supersede in its entirety, any and all prior agreements of the parties.
The term of this contract shall be for a period commencing July 1, 1977, and ending June 30, 1977. It shall be deemed renewed from year to year thereafter unless written notice of termination be served. This contract may be terminated by either party by giving written Notice of Non-Renewal for a future year not later than March first (1st) of each fiscal year.

21. CLOSING COSTS/EQUIPMENT: Upon termination of contractual relations between the parties to this agreement and should no superseding agreement be under negotiation by the final termination date of this agreement, both parties agree as follows:

(a) That certain closing administrative expenses shall be reimbursable to the CONTRACTOR, provided such reimbursement is an allowable cost by the State and the State reimburses the COUNTY. No termination payments will be made to the CONTRACTOR until COUNTY receives payment from the State.

(b) At the time of the termination noted above of contractual relationships between the parties, that title, legal or equitable, interest and right, in all equipment and facilities leased by CONTRACTOR with State Senate Bill 204 funds pursuant to this and previous agreements between the parties for the provision of Alcoholism Services in Mariposa County, shall revert within 30 days to the COUNTY with the assumption by the COUNTY of such rights, titles, and interests and all indicia thereto, including, but not limited to liability for lease payments.

(c) CONTRACTOR amortizes all assets purchased with CONTRACTOR'S funds. Such assets are depreciated for a period of time congruent with a given assets life expectancy. For all equipment located in the County of Mariposa purchased pursuant to this and previous agreements for the Mariposa County Mental Health Program with CONTRACTOR'S funds, CONTRACTOR agrees to pass title to COUNTY within thirty (30) days of termination noted above in consideration for COUNTY paying CONTRACTOR the uncharged balance of the assets not depreciated.

IN WITNESS THEREOF, the parties hereto have set their hands.

DATED OCT. 8, 1977 COUNTY OF MARIPosa

BY Chairman of the Board of Supervisors

DATED ____________________________ KINGS VIEW, a California Corporation

BY President, Kings View, Inc.
### Monthly Income

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### WEEKLY EARNINGS

- For weekly earnings up to $100.00, if the employer pays the maximum allowed, no income is considered for computing benefits.

- Rate of benefit is $40.00 per week for each $100.00 of weekly earnings.

| 0 - 200 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 | (15) | 300 |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 201 - 300 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 | (10) | 200 |
| 301 - 400 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 | (5) | 150 |
| 401 - 500 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 |
| 501 - 600 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 |
| 601 - 700 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 |
| 701 - 800 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 |
| 801 - 900 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 | (1) | 50 |

### OVER $2500

- If weekly earnings exceed $2500, the weekly earnings in excess of $2500 are charged against the total of $30,250 and 31% of

| (553) | 793 | (15) | 115 | (45) | 356 | (54) | 610 | 492 | (372) | 466 | (512) | 512 | (118) | 612 | (268) | 836 | 358 | 123 | 836 |

- *Note:* Minimum monthly installment

- Fresno
- Kern
- Kings
- Madera
- Merced
- San Joaquin
- Stanislaus
- Tuare
- Tulare

July 1977
QUARTERLY EXPENDITURE REPORT

ALCOHOLISM PROGRAM
COUNTY OF MARIPOSA
(See Reverse Side for Preparation Instructions)

JULY 1 THRU SEPTEMBER 30, 1976

(B) FOR THE PERIOD JULY 1 THRU DECEMBER 31, 19
JULY 1 THRU MARCH 31, 19

(C) EXPENDITURES

1. Contract Providers $1,194.00
2. County Operations

(D) TOTAL EXPENDITURES $1,194.00

(E) I HEREBY CERTIFY that I am the official responsible for the administration of the County Alcohol Program in and for said County; and that the amount stated above is true and correct to the best of my knowledge and belief.

DATE 11/3/76 SIGNATURE
EXECUTED AT MARIPOSA, California

County Alcohol Program Administrator
AGREEMENT

THE AGREEMENT, made and entered into this 1st day of July, 1977, by and between County of Mariposa, California, hereinafter referred to as the COUNTY, and MOLDENHAUER, BENNETT AND COMPANY, a general partnership of 903 Enterprise Drive, Sacramento, California, hereinafter referred to as the ENGINEER.

WITNESSETH

THAT WHEREAS, the COUNTY requires general engineering services for planning design, and construction control and administration in the County of Mariposa, California, including Wawona, Yosemite West, Fish Camp, Mariposa North, and other communities.

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

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

ARTICLE I: ENGINEER'S SERVICES

The engineer shall perform engineering services requested by the COUNTY upon receipt of a fully executed TASK ORDER from the COUNTY. Each TASK ORDER shall list the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the estimated cost for such services and authorize the ENGINEER to proceed.

ARTICLE II: ENGINEER'S FEE

A. For services performed under each task order, the COUNTY shall compensate the ENGINEER on the basis of salary cost times a multiplier plus direct expenses.

1. Salary cost shall include all of the expenses to the ENGINEER for wages and salaries paid to his employees while engaged directly in the work under this AGREEMENT, including the employer's accrual for State and Federal taxes, Workmen's Compensation Insurance, time accrued for sick leave at the rate of six days per year per employee, the accrual for vacation and holidays, and all other expenses of payroll which the employer is obligated to pay or to accrue.

2. Multiplier shall be in the amount of 2.2, except that for Resident Inspection services, the multiplier shall be in the amount of 2.0.

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


ARTICLE III: PAYMENT FOR SERVICES

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

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

If payment of the amounts due as described in ARTICLE II, or any portion thereof, is not made within 31 days after the date of the invoice, interest on the unpaid balance thereof will accrue, from the last day of the month in which payment was due, at the rate of 12% per annum and become due and payable at the time said delayed payments are made.

ARTICLE IV: COMPLETION OF SERVICES

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

ARTICLE V: TERMINATION OF AGREEMENT

Either the COUNTY of the ENGINEER may terminate this AGREEMENT by giving 30 days written notice to the other party. In such event, the ENGINEER shall be compensated for all work done to the date of the termination, computed on the basis of Salary Cost times a Multiplier, plus Direct Non-Salary Expense, as the same is defined herein.
Upon the request of the COUNTY, all work accomplished prior to termination shall be given to the COUNTY. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

ARTICLE VI: ENGINEER'S RESPONSIBILITY

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

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

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

ARTICLE VII: LIABILITY

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

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

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

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

APPROVED AS TO FORM:

COUNTY OF MARIPOSA

By
Chairman of the Board

MOLDENHAUER, BENNETT AND COMPANY

By
Principal

ATTESTED:

Clerk
AUTHORIZATION FOR PROFESSIONAL SERVICES

Date

MBC Office Address 903 Enterprise Drive, Sacramento

Project Name Yosemite West Water Improvements Project Number 103.772

Client County of Mariposa
Address Courthouse
Mariposa, California 95338

hereby requests and authorizes MOLDENHAUR - BENNETT AND COMPANY to perform the following services:

SCOPE Design water supply storage, transmission, and distribution facilities in Yosemite West.

Assist in ordering materials and construction supervision.

COMPENSATION to be on the basis of Salary Cost time a 2.0 multiplier.

Estimated fee

MISCELLANEOUS The intended schedule is to complete construction of the facilities by April 30, 1977. MBC cannot take responsibility for time lost due to weather, equipment delays, etc.

Services covered by this authorization shall be performed in accordance with PROVISIONS stated on the back of this form.

Approved for CLIENT
By FRANK L. LONG, Chairman
Title Board of Supervisors

Accepted for MBC
By
Title
The Board of Supervisors of the County of Mariposa met this 24th day of October, 1977 in continued session at 10:00 a.m. with Supervisors Long, Clark, Owings and Dalton present.

On motion of Owings, seconded by Clark, Auditor's office authorized to draw the following warrants: $9.00 to Municipal Court, Sacramento for parking ticket and $1,300 to Postmaster for postage machine, Treasurer's Office.

On motion of Clark, seconded by Owings, Planner/Grantsman job description, as presented by Gary Foss, was approved.

On motion of Owings, seconded by Clark, Res. 77-158, was passed and adopted, amending Salary Resolutions 77-94 and 77-93, setting the range for Planner/Grantsman at 141-157, increasing Appraiser I position to 3 and increasing range of Assistant Civil Engineer, County Engineer-Surveyor, to 143-159.

On motion of Clark, seconded by Owings, the Screening Committee's selection for the position of Planner/Grantsman, Robert Borchard, was approved and County Counsel authorized to hire Mr. Borchard, effective November 15.

On motion of Clark, seconded by Dalton, Res. 77-159 was passed and adopted, authorized execution of subgrant for Title III monies, CETA.

Chairman authorized to sign project agreements for Red Cloud Park, El Portal Park, Mariposa Park, and Cathey's Park, pursuant to Park Bond Act of 1976, on motion of Clark, seconded by Owings.

The Board set an Administrative Practices session for November 14, 1977, at 10:00 a.m., to consider Grand Jury Comments and Recommendations, Caldwell planning report, Williamson enactment and Ordinance No. 353 regarding Certificate of Convenience and Necessity.

The appeal of Planning Commission's denial of LDA 615 (Gimblin) was set for public hearing November 15, 1977 at 2:30 p.m. The matter is to be heard as a hearing de novo.

On motion of Owings, seconded by Clark, resignation of Roger Grammer from the Long Range Water Study Committee was accepted with regret.

The Board acting as the Board of Directors of Mariposa Parking District No. 1 took the following action: On motion of Dalton, seconded by Owings, Chairman authorized to sign McGlasson & Associates statement for engineering services and request for reimbursement which will be sent to EDA.

On motion of Clark, seconded by Owings, application for Parade Permit, scheduled for Oct. 29, 1977 at El Portal Elementary School, was approved.

On motion of Owings, seconded by Clark, Building Department instructed to issue to Ken Wall a permit to modify existing roof as a need and necessity waiver to the Yosemite West Maintenance District moratorium.

On motion of Clark, seconded by Owings, request supported by petition from the residents of Midpines regarding speed zone is endorsed and will be sent to CALTRANS, Stockton, for action.

The Board acting as the Board of Directors of Coulterville County Service Area No. 1, Res. 77-1 was passed and adopted, Rules and Regulations Implementing Relocation Assistance Law, on motion of Dalton, seconded by Clark.

On motion of Dalton, seconded by Clark, the Board upholds the District Attorney's previous request to have all books from the Coulterville Justice Court transferred to his department and reaffirms its action to have Supervisor Dalton, pick up and deliver said books.
On motion of Clark, seconded by Dalton, all County employees are entitled to one of the following holidays in 1977, with permission of Department head: Friday, November 24, 1977; Friday, December 23, 1977; Friday, December 30, 1977. All County offices will remain open with minimal staffing.

On motion of Owings, seconded by Clark, Chairman authorized to sign Acceptance of Dedication on three parcel maps, Arther B. Brosius, Louie Moore and Edward Konopaki, on recommendation of Road Commissioner.

On motion of Owings, seconded by Clark, Road Commissioner is authorized to advertise for bids for two new pickups. Bids to be opened November 22, 1977, at 10:15 a.m.

Supervisors Owings and Dalton appointed as a committee to investigate and report on differences concerning proposed final draft of General Plan.

There being no further business the Board adjourned at 12:30 p.m. to meet again in regular session, November 1, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PROJECT AGREEMENT

STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Title: Red Cloud Park

Applicant: County of Mariposa

Project Number: 76-22006

Project Performance Period: Date of Execution by Director of State Department of Parks and Recreation to: June 30, 1982

Description of Project (and purposes for which grant moneys were requested):

The County of Mariposa proposes the following park developments for Red Cloud Park: site preparation, utilities, picnic shelter, picnic tables and drinking fountain.

Chapter 219 Statutes of 1977 Item Number 443.8(210)

Total State Grant not to exceed $ 10,000

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

County of Mariposa

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<td></td>
<td>Richard J. Douglass</td>
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<td>Director of Parks and Recreation Department</td>
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STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By:

Date

DPR 215 (6/77)
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Agreement
Special Provisions

General Provisions

A. Definitions

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

2. The term “Act” as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.

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

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

B. Project Execution

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

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

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

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

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

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

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

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

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

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 18 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

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

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

2. If the Project includes development, after approval by State of Applicant’s plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant’s plans and specifications or Force Account Schedule.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant money under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant money disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

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

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described in the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as co-defendant under the provisions of Government Code Section 895.2 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as co-defendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney's fees.

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

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

4. Use of Facilities

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

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

I. Nondiscrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.
Project Title: Cathey's Valley Park

Applicant: County of Mariposa  Project Number: 26-22001

Project Performance Period: Date of Execution by Director of State Department of Parks and Recreation to June 30, 1982

Description of Project (and purposes for which grant money was requested):

This project entails further development of Cathey's Valley Park. Development will consist of site preparation, landscaping, installation of irrigation system, water system, and construction of picnic sites.

Chapter 219 Statutes of 1977 Item Number 442.8 (205)

Total State Grant not to exceed $25,000

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

County of Mariposa

Applicant

By (Signature)

Title Director of Parks and Recreation Department

Date 10/24/77

Approved as to form

Neil R. Van Winkle, County Counsel

County of Mariposa

DATE 10/24/77

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

Chairman, Board of Supervisors

By: (Signature)

Date 10/24/77

DPR 215 (6/77)
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976
Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

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

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

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

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

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

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

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

7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's approved appraisal of such property which has also been approved by State or the amount established as compensation by a noncompetitive final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7261 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to State for review and approval. Applicant agrees to furnish State additional supportive appraisal material or justification as may be requested by State.

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

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

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

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

2. If the Project includes development, after approval by State of Applicant’s plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement. Remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant’s plans and specifications or Force Account Schedule.

The statement to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder.

In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and uncertainable extent the amount of money furnished by the State by way of grant money under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant money disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

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

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

3. In the event State is named as defendant under the provisions of Government Code Section 805.2 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as defendant in such legal action in which event State shall bear its own litigation costs, expenses, and interest on fees.

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

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project completion or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

4. Use of Facilities

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

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

I. Non-discrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.
State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  

PROJECT AGREEMENT  
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976  

Project Title: El Portal Park  
Applicant: County of Mariposa  
Project Number: 76-22002  
Project Performance Period: Date of Execution by Director of State Department of Parks and Recreation to June 30, 1982  

Description of Project (and purposes for which grant moneys were requested):  
The development consists of the construction of pool deck, fencing for pool area and plumbing for the swimming pool. 

Chapter 219  
Statutes of 1977  
Item Number 443.8 (206)  

Total State Grant not to exceed $25,000  

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

County of Mariposa  
Applicant  

By: [Signature]  
Title: Director of Parks and Recreation Department  
Date: 10/24/77  

By: [Signature]  
Title: Chairman, Board of Supervisors  
Date: 10/24/77  

APPROVED AS TO FORM  
NEIL B. VAN WINKLE, COUNTY COUNSEL  
COUNTY OF MARIPOSA  
DATE 10/24/77  

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  

DPR 215 (6/77)
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976
Project Agreement
Special Provisions

General Provisions

A. Definitions

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

2. The term "Act" as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.

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

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

B. Project Execution

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

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

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

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

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

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

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

7. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's approved appraisal of such property which has also been approved by State or the amount established as compensation by a nonjudicial final judgment in an eminent domain proceeding. The approved appraisal report prepared in accordance with Government Code Section 7287 to 7297.3 inclusive used to establish the fair market value or compensation shall be furnished to State for review and approval. Applicant agrees to furnish State additional supportive appraisal material or justification as may be requested by State.

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

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

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

1. If the Project includes acquisition of real property, the State shall disburse to Applicant the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement:
   a. When acquisition is through negotiated purchase, State will disburse the amount of the State approved purchase price together with State approved costs of acquisition.

      (1) State may elect to make disbursement for deposit into escrow.

   b. When acquisition is through proceedings in eminent domain, State will disburse the amount of the total award as provided for in the final order of condemnation together with State approved costs of acquisition.

   c. In the event Applicant abandons such eminent domain proceedings, Applicant agrees to bear all costs in connection therewith and that no grant moneys shall be disbursed for such costs.

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

   In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance. Interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any irrecoverable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and uncertain extent the amount of money furnished by the State by way of grant money under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant money disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

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

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as co-defendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorneys' fees.

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

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

4. Use of Facilities

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

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

I. Non-discrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.
State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PROJECT AGREEMENT
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Title: Mariposa Park

Applicant: County of Mariposa  Project Number: 76-3304

Project Performance Period: Date of Execution by Director of State Department of Parks and Recreation to June 30, 1982

Description of Project (and purposes for which grant moneys were requested):
The development includes landscaping, installation of irrigation systems, and construction of restroom facilities.

Chapter 219  Statutes of 1977  Item Number 4438 (208)
Total State Grant not to exceed $ 45,000

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

County of Mariposa
Applicant

By               Title: Director of Parks and Recreation Department
Date  10/24/77

Chairman, Board of Supervisors

Date  10/24/77

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

APPROVED AS TO FORM

NEIL B. VAN WINKLE, COUNTY COUNSEL
COUNTY OF MARIPosa
DATE  10/24/77

DPR 215 (6/77)
STATE, URBAN, AND COASTAL PARK BOND ACT OF 1976

Project Agreement
Special Provisions

General Provisions

A. Definitions

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

2. The term "Act" as used herein means the State, Urban, and Coastal Park Bond Act of 1976 as amended.

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

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

B. Project Execution

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

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

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

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

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

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

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

7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the Applicant's approved appraisal of such property which has also been approved by State or the amount established as compensation by a nonattributable final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.3 inclusive) used to establish the fair market value or compensation shall be furnished to State for review and approval. Applicant agrees to furnish State additional supportive appraisal material or justification as may be requested by State.

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

8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
C. Project Costs

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

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

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development upon receipt and approval by State of Applicant's plans and specifications or Force Account Schedule.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.
   In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant moneys are advanced, the Applicant shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Applicant. In such case, any amount required to settle at minimum cost any inescapable obligations properly incurred shall be eligible for reimbursement under this agreement.

3
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and uncertain extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

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

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described in the Project which claims, demands or causes of action arise under Government Code Section 695.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as defendant under the provisions of Government Code Section 695.2 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as defendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorneys fees.

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

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

2. The Applicant may use any generally accepted accounting system.

4. Use of Facilities

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

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

I. Non-discrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.
The Board of Supervisors of the County of Mariposa met in regular session this 1st day of November, 1977, at 10:00 a.m. with Supervisors Clark, Dalton, Long, and Owings present.

The Board Minutes of October 17, 18, and 24, 1977, were approved as mailed.

On motion of Dalton, seconded by Owings, Res. 77-160 was passed and adopted, amending date for receiving and opening bids on Coulterville County Service Area No. 1 Wastewater & Water Facilities to November 8, 1977.

On motion of Owings, seconded by Dalton, the following items on the consent agenda were approved: Glen Power, Senior Assistance Program Adm., ATAAP Advisory Council Meeting, Modesto, 11/9/77; Charles Hand, Deputy Probation Officer, Third Advanced Family Counseling Workshop, Sacramento, 11/8-10/77. Chairman authorized to sign Deed of Easement for Coulterville Wastewater Facility, and County Counsel directed to record same. Tax Cancellations 77-36 and 77-37 unsecured. Statement from Gary C. Foss for services rendered, $125.

A committee was selected to investigate the procedure for creating a historic zone to qualify properties for Historical Property Contracts. The committee will consist of Steve Dunbar, Supervisor Dalton, Will Wyre, and Tom Coakley, with N. Van Winkle acting as ex officio member.

On motion of Owings, seconded by Forrest Fuller, District 3, was reappointed to a four-year Planning Commission term, effective 1/1/78.

The time being 10:30 a.m., bids were opened on culverts, and were referred to Deputy Road Commissioner for recommendation. Bids were then opened for two Dodge Polara, Sheriff's Department. They will be held in abeyance until recommendation to reject or accept is received from Sheriff's Department.

The time being 10:45 a.m., bids were opened for Assessor's 1968 Chevrolet. On motion of Dalton, seconded by Owings, bid from Walter H. Dailey in the amount of $327.50 was accepted.

On motion of Owings, seconded by Clark, Supervisor Eugene Dalton was nominated to the California Balance-of-State Council (CBOSC).

On motion of Dalton, seconded by Owings, bids were rejected for two Dodge Polara, on recommendation of Sheriff. An alternate source of sale will be investigated by Sheriff.

On motion of Clark, seconded by Owings, Res. 77-161 was passed and adopted: Appropriations to Prof. & Spec. Services, Planning Commission, $148.69; Squirrel Poison Contract, $4,500; Agricultural Commissioner Budget, $11,300; Welfare Administration Trainee, $794.

The time being 11:00 a.m., the public hearing regarding Draft EIR for Tentative Final Draft of General Plan was opened. Discussion ensued, and hearing closed. Draft EIR is referred back to ERC-TAC Committee for further work.

Barbara Saye, Auditor-Recorder, discussed several matters including cost of Compensation Insurance for Volunteer Fire Dept. and the necessity of updated rosters.

On motion of Dalton, seconded by Owings, Chairman authorized to sign contract with John C. Fremont Hospital for Mariposa County Indigent Aid Program.
The Board adjourned for lunch at 12 noon and reconvened in regular session at 2:00 p.m.

Bruce Jacobs, Planning Commission Chairman, discussed Planning Commission matters.

Mr. Henry Lowe discussed health hazard and nuisance caused by travel on dirt road near his home.

Lois Lewis, Welfare Director, discussed Merit Systems' rating of employees. On motion of Clark, seconded by Owings, Welfare Director authorized to hire Vivian Livengood for position of EW I Trainee.

On motion of Clark, seconded by Owings, appointment by Dean C. Lauritzen, Judge Superior Court, of Glen Power as Court Investigator for probate guardianships and conservatorships was approved.

On motion of Dalton, seconded by Clark, the bid of Pittsburgh-Des Moines Steel Co., in the amount of $7,224.38, was accepted for culverts, upon recommendation of Deputy Road Commissioner.

On motion of Clark, seconded by Dalton, Chairman authorized to sign agreement for extension of funding proposal in the amount of $5,090 for Mariposa County Senior Assistance Program.

On motion of Dalton, seconded by Clark, the following bills were approved from CHEM Hill: $5,205 for Coulterville Water System Design and $4,456.89 for Coulterville Wastewater Design.

The Board acting as the Mariposa County Local Transportation Commission passed and adopted 77-LTC-2 authorizing application of state transportation planning funds for 77-78 fiscal year. Ayes: Clark, Long, Owings. No: Dalton.

On motion of Clark, seconded by Owings, Tax Cancellations 77-1, 77-2, 77-3, 77-4, secured, were approved.

On motion of Owings, seconded by Clark, Roger Grammer was appointed to the Long Range Water Study Committee as representative for District 3.

The Board adjourned at 5:00 p.m. to meet in continued session at 7:30 p.m.

The Public Hearing on Revenue Sharing and Anti-Recession funds opened at 7:30 p.m. Requests were read and noted from Auditor-Recorder, County Clerk, MPUD, J.C. Fremont Hospital, Road Dept., Assessor, Building & Grounds, and Parks & Rec. Department.

On motion of Clark, seconded by Owings, Ord. 467 was introduced, General Penalty Ordinance, and first reading waived.

On motion of Clark, seconded by Dalton, Ord. 468 was introduced, General Provision Ordinance, and first reading waived.

On motion of Clark, seconded by Owings, Ord. 469 was introduced, Repealing or amending certain listed ordinances or sections or subsections, and first reading waived.

Ord. 465, establishing a 25 mph speed limit in Yosemite West Maintenance District, having been previously presented, was passed and adopted on motion of Owings, seconded by Clark.

Res. 77-162 was passed and adopted regarding access of Rolfe property in Coulterville, on motion of Dalton, seconded by Clark.
On motion of Clark, seconded by Dalton, Chairman was authorized to sign the revised agreement with Moldenhauer, Bennett & Co. for inspection services during construction of Coulterville Wastewater/Water Facilities.

On motion of Owings, seconded by Dalton, purchase of the public address system for the Board Room was approved.

On motion of Owings, seconded by Dalton, the Board met in executive session on personnel and legal matters and reconvened in regular session.

On motion of Dalton, seconded by Clark, the Board accepted the proposal of Jorgenson and Company to install an alarm and fire protection system in the Library-History Center.

There being no further business, the Board adjourned to meet again in regular session Tuesday, November 8, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board of Supervisors
PLAN AND AGREEMENT FOR RELINQUISHMENT ADOPTION SERVICES

I. Declaration:

The County of MARIPOSA hereby requests the State Department of Health to provide certain relinquishment adoption services under authority of Welfare and Institutions Code, Section 16130 and in accordance with California Administrative Code, Title 22, Section 30583 through Section 30684.

II. Assessment of Need for Service:

Initially, the County staff assisted by the State staff will jointly review the cases of children who have been in foster care for more than five months to determine whether adoption planning is in the child’s best interests. On a continuing basis, the State will assist the County in complying with the requirements of Division 30.209.2 regulation.

If it is determined that adoptive planning is needed, the County shall make a written request to the State with a summary of the case including any information it has about the marital status and location of the parent(s) and the legal status of the child. If indicated, the State will initiate legal action to free the child from the custody and control of any parent. When possible, the State will provide casework services to the parent(s) to reach a decision on adoptive placement of the child. When the decision is not to place, the State will refer the parent(s) back to the County to develop a suitable plan for the child.

The State and County will provide services to the child through completion of legal adoption or termination prior to that if the parent(s) decide against placement or it is determined that the child cannot be served by adoption.
III. Confidentiality:

The confidentiality of all records and information shall be maintained by the State and County. Information exchanged will relate to the welfare of the child and any parent.

IV. Child Not Placeable Within Reasonable Time:

After the child is freed for adoption by court action or a relinquishment is filed with the Department of Health headquarters, Sacramento, the State remains legally responsible for the child until adopted, dies, or reaches age 18. Until adoptive placement, foster care will continue and the State will continue adoptive planning until contraindicated. There will be regular review and consultation between State and County staff. Financing of care continues through AFDC and Medi-Cal.

V. Termination of Adoptive Placement:

If it is necessary to terminate an adoptive placement and the State does not have a replacement home immediately available, Mariposa County will reassume foster care financed through AFDC and Medi-Cal and the State will continue adoptive planning until contraindicated. When it is determined the child is not placeable for adoption, the child will be referred back to Mariposa County for continuing care and services.

Agreed to this 8th day of November 1977.

County Welfare Director

Lois Lewis

Chairman, Board of Supervisors
Mariposa County

Frank Long, Jr.

Deputy Director for Social Services
California Department of Health

APPROVED AS TO FORM:

NEIL B. GRAY WILKES, COUNTY COUNSEL
DATE: November 8, 1977
LEASE

This lease is between LAUREL A. GARBER and GEORGE GARBER, herein called lessors, and MARIPOSA PARKING DISTRICT, a political subdivision, herein called lessee. It is executed in duplicate.

1. DESCRIPTION OF PREMISES

Lessors lease to lessee, and lessee hires from lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this lease is twenty-five (25) years, beginning as of the date hereof.

3. RENT

The annual rent for the first five years of this lease is the sum of One Thousand Two Hundred Dollars ($1,200.00). Lessee agrees to pay lessors said amount beginning on the date hereof and payable on the anniversary of such day during each year thereafter during the term of the lease. The annual amount payable shall be subject to review and renegotiation for each successive five-year period thereafter. In the absence of agreement to modification within ninety days following the end of each such period, the theretofore applicable rate shall remain in force for an additional five-year period.

4. USE OF PREMISES

The premises are leased to be used and improved by lessee as a parking lot. Lessee agrees to restrict their use to such purposes
and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of lessors, or of lessors' authorized agent.

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 it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; IMDEMNITY AND SAVE HARMLESS CLAUSE

Lessee shall not be liable for liability or damage claims for injury to persons, including lessee and its agents or employees, or for property damage from any cause, related to lessee's occupancy of the premises, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this lease or any extension thereof. Lessee hereby covenants and agrees to indemnify lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessee agrees to procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in responsible companies and subject to the exercise of a reasonable right of disapproval by lessors, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of One Hundred Thousand Dollars ($100,000.00) for each person injured, Three Hundred Thousand Dollars
($300,000.00) for any one accident, and Five Thousand Dollars ($5,000.00) for property damage. Such insurance policies shall provide coverage for lessors' contingent liability on such claims or losses. Certificates of insurance shall be delivered to lessors. Lessee agrees to obtain a written obligation from the insurers to notify lessors in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, lessors may procure the necessary insurance, pay the premium therefor, and that such premium shall be repaid to lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. REAL PROPERTY TAXES
Lessee covenants to pay when due all real property taxes which may hereafter be levied upon the premises during the term of the lease or any extensions thereof.

9. QUIET ENJOYMENT
Lessee covenants that if, and so long as, lessee performs the covenants hereof, lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this lease.

10. LEASE PAYMENTS
Lease payments shall be made pursuant to instructions as given in writing and signed by each lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to either lessor.

MARIPOSA PARKING DISTRICT

By: [Signature]
Chairman

ATTEST:

[Signature]
Clerk of the Board

[Signature]
George F. Garber
Lessor

[Signature]
Laurel A. Gardner
Lessor
EXHIBIT "A"

Parcel No. 12 of Mariposa Downtown Parking District, APN 13-182-04, also known as Parcel 3 described in Document No. 172, Decree of Settlement of First and Final Account and of Final Distribution, Estate of Emilie Garber, and more fully described as follows:

Commencing at a point at the Northwest corner of Charles and Sixth Streets; thence northerly on the westerly line of Charles Street to a point 80 feet southerly from the southwest corner of Charles and Seventh Streets; thence westerly at right angles with Charles Street 150 to a point; thence northerly and parallel with Charles Street 80 feet to the southerly line of Seventh Street; thence westerly along the southerly line of Seventh Street 90 feet to the southeast corner of Seventh and Jessie Streets; thence along the easterly line of Jessie Street 250 feet to the northeast corner of Jessie and Sixth Streets; thence easterly along the northerly line of Sixth Street 240 feet to the northwest corner of Sixth and Charles Streets, the point of commencement; BEING a portion of Block 25.

An undivided one-third interest in a certain lease between Emilie Garber, Henry A. Garber and George H. Garber, lessors, and the Standard Oil Company of California, lessee, commencing the 1st day of September, 1939, and ending the 31st day of May, 1950.
The Board of Supervisors of the County of Mariposa met in regular session this 8th day of November, 1977, at 10:00 a.m. with Supervisors Clark, Owings, and Long present. Supervisor Dalton to be late due to transportation problems.

The Board Minutes of November 1, 1977, were approved as mailed.

On motion of Clark, seconded by Owings, the following items on the consent agenda were approved: Ralph Campbell, District Attorney, Uniform Determinate Sentencing lecture, 11/17/77, Fresno; Steve Dunbar, Assessor, meeting with State Board of Equalization, 11/16-18/77, Sacramento; Arlin Baldwin, Welfare Dept., Services Reporting Workshop, 11/10/77, Fresno; two deputies, County Clerk's Office, use of data on Form JUS 8715 meeting, 11/17/77, Modesto. Tax Cancellations 77-10, 77-15, secured.

Tax Cancellation 77-24, secured, was approved on motion of Owings, seconded by Clark.

On motion of Clark, seconded by Owings, a value of less than $75 was placed on steel window, venetian blind, and heater; items removed during Road Department's remodeling. On motion of Clark, seconded by Owings, a value of less than $75 placed on air conditioner removed from Road Dept. during remodeling. On motion of Clark, seconded by Owings, Road Commissioner, Peter Artero, authorized to arrange for sale of items.

On motion of Owings, seconded by Clark, Roger Grammer appointed Planning Commissioner Alternate, effective immediately.

On motion of Owings, seconded by Clark, Res. 77-163, authorizing Fire Warden to sign agreement on behalf of County for purchase of surplus equipment was passed and adopted.

On motion of Owings, seconded by Clark, a fee of $60 is set for computerized print-outs of County assessment roll. Monies to be collected through Auditor's Office. Funds over actual cost to go into General Fund.

On motion of Owings, seconded by Clark, Chairman authorized to sign Plan and Agreement for Relinquishment Adoption Services, on recommendation of Welfare Director.

Planning Commission Chairman, Bruce Jacobs, spoke regarding Planning Commission's Res. 77-75. Discussion ensued; matter to be held in abeyance.

Supervisor Dalton present.

Hearing de novo, #630 Locke, heard. At the time Planning Commission denied H. Locke's Land Division Application, it was based on a three-parcel split. Since Land Division Application No. 630 now being presented as a two-parcel split, it was referred back to the Planning Commission for revised findings of facts.

The Board acting as Board of Directors of Mariposa Parking District took the following action: On motion of Clark, seconded by Owings, Chairman authorized to approve bills from Gentz Construction for $20,430.00, and McGlasson & Assoc. for $863.66.

Board requested Larry James, Building Department, to verify percentage of work completed on Parking District as bills come in.

On motion of Clark, seconded by Owings, bill from Moldenauer, Bennett & Co. for Wawona—Minimum Tax Rate Study for $324 was approved.

On motion of Clark, seconded by Dalton, second reading of Ord. 467, General Penalty Ordinance, was waived. On motion of Clark, seconded by Dalton, Ord. 467, General Penalty Ordinance, was passed and adopted.
On motion of Clark, seconded by Owings, second reading of Ord. 468, General Provision Ordinance, was waived. On motion of Clark, seconded by Owings, Ord. 468, General Provision Ordinance, was passed and adopted.

On motion of Clark, seconded by Owings, Chairman authorized to sign 25-year lease agreement between Laurel A. and George Garber and Mariposa Parking District.

Luke Murphy spoke regarding possibility of mobile home parks inspection, etc., coming under local jurisdiction.

On motion of Dalton, seconded by Clark, Chairman authorized to sign Deed of Easement for Coulterville Wastewater Facility, and County Counsel to record.

The Board meeting as the Local Transportation Commission, authorized Chairman to sign Contract for Services to audit local transportation fund monies FY 76-77, on motion of Clark, seconded by Owings.

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

On motion of Owings, seconded by Clark, County Counsel authorized to instruct Moldenhauer, Bennett & Co. to prepare necessary claim form for reimbursement to Yosemite West Owners Association for out-of-pocket expenditures incurred for emergency water acquisition.

Hope Hill, Central Sierra Elderly Assist. Adm., discussed transportation plan, and Supervisor Dalton appointed to serve on Advisory Committee.

The time being 2:30 p.m., bids were opened for Coulterville Wastewater/Water Facility. Bids were turned over to CH2M Hill Engineer, Ed Santarosa, for review.

On motion of Clark, seconded by Owings, Chairman authorized to sign Mental Health Audit reimbursement, upon advice of County Counsel.

On motion of Clark, seconded by Dalton, following apportionment of Anti-Recession monies approved: District Attorney, $2470; Auditor-Recorder, $2198.97; County Clerk, $1500; MPUD, $11,000; Assessor, $100; Building & Grounds, $4300. Ayes: Long, Owings, Clark. No: Dalton.

On motion of Owings, seconded by Dalton, Road Department allocated $50,000 of Revenue Sharing monies to begin survey of County roads for the purpose of acquisition of prescriptive easements and implement a road right-of-way acquisition program.

The Board met as the Local Transportation Committee. On motion of Dalton, seconded by Owings, Board endorsed CALTRANS FY 78-79 plans for traffic safety program. Board approved Wilber Elias', CALTRANS, request for public hearing to determine unmet transit needs in order to qualify County for Transportation funds.

Res. 77-164 was passed and adopted, adding Assessment Clerk, salary range 89-105, on motion of Clark, seconded by Long.

On motion of Owings, seconded by Clark, street names of Streeter Mountain Road and Wildwood Drive submitted by residents of Streeter Mtn. were approved. Clerk to notify E. Bartholomew, Sheriff, CDF, Hospital, USFS, and Post Office.

On motion of Dalton, seconded by Clark, Chairman authorized to sign agreement with Moldenhauer, Bennett & Co. re Mariposa North Sewer and Water Facility Plan.
On motion of Dalton, seconded by Owings, the changes in the Welfare Dept. as agreed upon by the Board are accepted with position of Staff Services Analyst to be placed in Range 110-126. Ayes: Dalton, Owings; Noes: Clark, Long.

Supervisor Clark moved to accept changes in the Welfare Dept. as agreed upon by the Board November 1, 1977, with position of Staff Services Analyst to be placed in Range 109-125. Motion died for lack of second.

On motion of Owings, seconded by Clark, Res. 77-165 was passed and adopted, amending Salary Resolution accepting recommendations of Merit System and placing Staff Services Analyst in range 109-125. Ayes: Clark, Dalton, Owings. No: Long.

There being no further business, the Board adjourned to meet in Administrative Practices session and to attend to regular business as necessary Monday, November 14, 1977, at 10:00 a.m.

ATTEST:

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

This lease is between LAUREL A. GARBER and GEORGE GARBER, herein called lessors, and MARIPOSA PARKING DISTRICT, a political subdivision, herein called lessee. It is executed in duplicate.

1. DESCRIPTION OF PREMISES

Lessors lease to lessee, and lessee hires from lessors, as herein provided, the premises located in the Town of Mariposa, County of Mariposa, State of California, and described more particularly in Exhibit "A" attached hereto and subject to final survey.

2. TERM

The term of this lease is twenty-five (25) years, beginning as of the date hereof.

3. RENT

The annual rent for the first five years of this lease is the sum of One Thousand Two Hundred Dollars ($1,200.00). Lessee agrees to pay lessors said amount beginning on the date hereof and payable on the anniversary of such day during each year thereafter during the term of the lease. The annual amount payable shall be subject to review and renegotiation for each successive five-year period thereafter. In the absence of agreement to modification within ninety days following the end of each such period, the theretofore applicable rate shall remain in force for an additional five-year period.

4. USE OF PREMISES

The premises are leased to be used and improved by lessee as a parking lot. Lessee agrees to restrict their use to such purposes
and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of lessors, or of lessors' authorized agent.

5. NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessees shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall it use or allow the premises to be used for an unlawful purpose.

6. NONLIABILITY OF LESSOR FOR DAMAGES; IMDEMNITY AND SAVE HARMLESS CLAUSE

Lessees shall not be liable for liability or damage claims for injury to persons, including lessee and its agents or employees, or for property damage from any cause, related to lessee's occupancy of the premises, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises, during the term of this lease or any extension thereof. Lessee hereby covenants and agrees to indemnify lessors and save them harmless from all liability, loss, or other damage claims or obligations because of or arising out of such injuries or losses.

7. LESSEE TO CARRY LIABILITY INSURANCE

Lessees agrees to procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance in responsible companies and subject to the exercise of a reasonable right of disapproval by lessors, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of One Hundred Thousand Dollars ($100,000.00) for each person injured, Three Hundred Thousand Dollars
($300,000.00) for any one accident, and Five Thousand Dollars ($5,000.00) for property damage. Such insurance policies shall provide coverage for lessors' contingent liability on such claims or losses. Certificates of insurance shall be delivered to lessors. Lessee agrees to obtain a written obligation from the insurers to notify lessors in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, lessors may procure the necessary insurance, pay the premium therefor, and that such premium shall be repaid to lessors as an additional rent installment for the month following the date on which such premiums are paid.

8. REAL PROPERTY TAXES

Lessee covenants to pay when due all real property taxes which may hereafter be levied upon the premises during the term of the lease or any extensions thereof.

9. QUIET ENJOYMENT

Lessee covenant that if, and so long as, lessee performs the covenants hereof, lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provisions of this lease.

10. LEASE PAYMENTS

Lease payments shall be made pursuant to instructions as given in writing and signed by each lessor and, in the absence thereof or upon the occurrence of a dispute between them, it may be tendered to either lessor.

MARIPOSA PARKING DISTRICT

By: FRANK L. LONG
    Chairman

ATTEST:

ELLEN BRONSON
    Clerk of the Board

[Signatures]

[Signatures]
EXHIBIT "A"

Parcel No. 12 of Mariposa Downtown Parking District, APN 13-182-04, also known as a portion of Parcel 3 described in Document No. 172, Decree of Settlement of First and Final Account and of Final Distribution, Estate of Emilie Garber, and more fully described as follows:

Commencing at a point at the Northwest corner of Charles and Sixth Streets; thence northerly on the westerly line of Charles Street to a point 80 feet southerly from the southwest corner of Charles and Seventh Streets; thence westerly at right angles with Charles Street 150 feet to a point; thence northerly and parallel with Charles Street 80 feet to the southerly line of Seventh Street; thence westerly along the southerly line of Seventh Street 90 feet to the southeast corner of Seventh and Jessie Streets; thence along the easterly line of Jessie Street 250 feet to the northeast corner of Jessie and Sixth Streets; thence easterly along the northerly line of Sixth Street 240 feet to the northwest corner of Sixth and Charles Streets, the point of commencement; BEING a portion of Block 25; excluding therefrom that portion under lease to Standard Oil Company of California beginning at the northwest corner of Sixth and Charles Streets (Highway 140); thence northerly along the westerly line of Charles Street 170 feet; thence at right angles westerly 80 feet and southerly and parallel to Charles Street 170 feet; and then easterly along the northerly line of Sixth Street 80 feet to the point of beginning. Said lease commenced on the 1st day of July 1967 and ending on the 30th day of June, 1982.
CONTRACT FOR SERVICES

This contract, executed in quintuplicate, between the Office of the State
Controller, Division of Local Government Fiscal Affairs, (hereinafter called
Mariposa County
Controller) and the Transportation Commission (hereinafter called
Planning Agency) is made pursuant to Government Code Section 12424. It is
the desire of the Controller to furnish, and the Planning Agency to receive,
the services of personnel to audit monies allocated by the Planning Agency
for non-transit purposes to the following claimants:
County of Mariposa

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

1. THAT the Controller will furnish sufficient personnel to
complete on or before June 30, 1978, the 1976/77
fiscal year audit of monies allocated by Planning Agency
and paid to the above-listed claimant or claimants for
non-transit purposes.

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

3. THAT this Contract is subject to, and the Controller's charges
for services rendered shall be computed in accordance with,
Sections 8755 and 8755.1 of the State Administrative Manual,
which Sections are attached hereto and incorporated herein by
reference.

RECEIVED
NOV 21 1977
MARIPOSA CO. COUNSEL
4. THAT the Controller will not provide, and Planning Agency will not pay for, services exceeding a maximum aggregate cost of $800.00. The Controller makes no claim concerning, and is not responsible for providing, any minimum amount of service.

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

6. THAT the Controller will bill Planning Agency for services. Planning Agency will pay promptly in accordance with its normal payment procedures.

7. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at the addresses shown below and is effective when received. During the seven day period, the Controller may continue with the preparation of reports then in progress.

IN WITNESS WHEREOF, we set our hands this 8th day of November, 1977

Frank L. Long/s
FRANK L. LONG, JR., CHAIRMAN
MARIPOSA COUNTY TRANSPORTATION COMMISSION

Address: Courthouse
City and State: Mariposa, CA. 95338

APPROVED AS TO FORM:

Neil B. Van Winkle/s
NEIL B. VAN WINKLE, COUNTY COUNSEL
DATE: November 7, 1977

ATTEST:

Ellen Bronson/s
ELLEN BRONSON, COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD

OFFICE OF THE STATE CONTROLLER
Division of Local Government
Fiscal Affairs
P. O. Box 1019
Sacramento, California 95805

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review or approval by the Department of Finance.
AGREEMENT

THE AGREEMENT, made and entered into this 8th day of November 1977, by and between the County of Mariposa, California, hereinafter referred to as the COUNTY, and MOLDENHAUER-BENNETT AND COMPANY, a general partnership of 903 Enterprise Drive, Sacramento, California, hereinafter referred to as the ENGINEER.

WITNESSETH

THAT WHEREAS, the COUNTY requires general engineering services for planning design, and construction control and administration in the County of Mariposa, California, including Wawona, Yosemite West, Fish Camp, Mariposa North, and other communities.

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

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

ARTICLE I: ENGINEER'S SERVICES

The ENGINEER shall perform engineering services requested by the COUNTY upon receipt of a fully executed TASK ORDER from the COUNTY. Each TASK ORDER shall list the scope of services to be performed, state the time within which the work is to be completed, delineate any special conditions, state the estimated cost for such services and authorize the ENGINEER to proceed.

ARTICLE II: ENGINEER'S FEE

A. Salary Cost Times a Multiplier Plus Expenses: For such ENGINEER'S fee, the COUNTY shall compensate the ENGINEER on the basis of salary cost times a multiplier plus direct expenses, as outlined below.

1. Salary cost shall include all the expenses to the ENGINEER for wages and salaries paid to his employees while engaged directly in the work under this AGREEMENT, including the employer's accrual for State and Federal taxes, Workman's Compensation insurance, time accrued for sick leave, vacation and holidays, and all other expenses of payroll which the employer is obligated to pay or to accrue.

2. Multiplier shall be in the amount of 1.9.
3. Direct Non-Salary Expense shall mean all expenses incurred by the ENGINEER for materials, supplies, subsistence, transpor-
tation, outside services, and equipment rental expenses incurred
by the ENGINEER incidental to and reasonably necessary for the
performance of the work. Direct Non-Salary Expense shall be
charged in accordance with the following list of expenses:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Transportation</td>
<td>$0.30 per mile</td>
</tr>
<tr>
<td>Auto Transportation</td>
<td>0.15 per mile</td>
</tr>
<tr>
<td>Per Diem</td>
<td>35.00 per day</td>
</tr>
<tr>
<td>Living Allowance</td>
<td>250.00 per month</td>
</tr>
<tr>
<td>Special Hired Services</td>
<td>cost + 10%</td>
</tr>
<tr>
<td>Rental Equipment</td>
<td>cost + 10%</td>
</tr>
<tr>
<td>Other Expenses and Supplies</td>
<td>cost + handling</td>
</tr>
</tbody>
</table>

B. Fixed Fee: Such ENGINEER's fees shall be negotiated by the COUNTY
and the ENGINEER in general accordance with "A Guide for the
Engagement of Engineering Service." published as "A.S.C.E. - Manuals

ARTICLE III: PAYMENT FOR SERVICES

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

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

If payment of the amounts due as described in ARTICLE II, or any portion
thereof, is not made within 31 days after the date of the invoice,
interest on the unpaid balance thereof will accrue, from the last day of
the month in which payment was due, at the rate of 12% per annum and become
due and payable at the time said delayed payments are made.

ARTICLE IV: COMPLETION OF SERVICES

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

ARTICLE V: TERMINATION OF AGREEMENT

Either the COUNTY or the ENGINEER may terminate this AGREEMENT by giving 30 days written notice to the other party. In such event, the ENGINEER shall be compensated for all work done to the date of the termination, computed on the basis of Salary Cost time a Multiplier, plus Direct, Non-Salary Expense, as the same is defined herein.

Upon the request of the COUNTY, all work accomplished prior to termination shall be given to the COUNTY. If no notice of termination is given, relationships and obligations created by this AGREEMENT shall be terminated upon completion of all applicable requirements of this AGREEMENT.

ARTICLE VI: ENGINEER'S RESPONSIBILITY

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

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

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

ARTICLE VII: LIABILITY

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

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

ARTICLE VIII: SUCCESSORS AND ASSIGNS

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

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

APPROVED AS TO FORM:

COUNTY OF MARIPOSA

By (Signature) Chairman of the Board

MOLDENHAUER-BENNETT AND COMPANY

By (Signature) Principal

ATTESTED:

Ellen Bronson/s

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
COUNTY OF MARIPOSA
TASK ORDER NO. 1
MARIPOSA - MARIPOSA NORTH SEWER
AND WATER FACILITY PLAN

PURPOSE:
The purpose of this TASK ORDER is to prepare a Facility Plan for sewage collection and water supply, storage and distribution for the Mariposa - Mariposa North Basin.

SCOPE OF WORK:

1. Assist in obtaining grant or loan funds for the design and construction of water and/or sewage facilities for the Mariposa - Mariposa North area. The assistance will be limited to providing technical information to the COUNTY and to solicit grant funding through telephone conversation, letter correspondence and necessary incidental meeting attendance.

2. Review the site with County staff and the County Water Study Committee to determine the needs and desires of the Community. Limited to two one-day meetings in Mariposa.

3. Review and use as an information source, existing reports, studies, construction plans, and other documentation regarding the Mariposa - Mariposa North Basin, made available by the COUNTY.

4. Prepare a draft Phase I report which will cover the following:
   a. Study Area Boundary
   b. Population Projections
   c. Estimated Water Source Requirements
   d. Investigation of Water Sources
   e. Recommendations for Use of Water Source(s)

5. Provide five draft copies of the Phase I report to the County for staff review.

6. Attend two public meetings to discuss the draft report and consider recommendations from the meeting for inclusion in the final report.

7. Prepare a Phase II report which will cover the following:
   a. Water Storage and Distribution Requirements
   b. Proposed Trunk Sewer System for the Service Area
   c. Locate alternative future wastewater treatment facility sites; recommend a general location for wastewater treatment and disposal facilities.
   d. Prepare draft report including Phases I and II; ten (10) copies for County use.
8. Attend two public meetings to discuss the draft report and consider comments for inclusion in final report.

9. Prepare a Facilities Planning Report which will include conclusions and recommendations for collection of sewage and water supply, storage, and distribution facilities for the Mariposa - Mariposa North Basin.

10. Attend one public meeting to present final report.

11. The report will not include discussion of wastewater treatment alternatives, but will discuss location of future wastewater treatment facilities.

12. The report will not be presented in a format to meet the Environmental Protection Agency, Clean Water Grant Guidelines for Facility Planning. However, the information presented could be used extensively in preparation of such a Facility Plan.

COMPENSATION AND PAYMENT:

Compensation to the ENGINEER shall be on the basis of salary cost times a multiplier plus direct expenses as provided in ARTICLE II of the AGREEMENT dated the 18th day of October 1977. The estimated fee for the TASK ORDER is $36,000. Compensation for changes in the scope of work will be on the same basis as the above Scope of Work and will be authorized with an amendment to this TASK ORDER. Payment will be as in accordance with ARTICLE III of the aforementioned AGREEMENT.

TIME OF COMPLETION:

The work for this TASK ORDER will be completed by six (6) months from the date of this TASK ORDER unless the completion time is announced with an amendment to this TASK ORDER.

EXECUTED THIS 8th DAY OF November 1977.

APPROVED FOR THE COUNTY OF MARIPOSA
APPROVED FOR MOLDEHUAER-BENNETT AND COMPANY

Neil Van Winkle/s
County Counsel

Principal
The Board of Supervisors met in Administrative Practices and continued session at 10:00 a.m., November 14, 1977, with all Supervisors present.

The Grand Jury recommendations and comments will be completed Tuesday, November 22, 1977 at 3:00 p.m.

The Planning Procedures in Mariposa County as prepared by Duncan & Jones, Planning Consultants, was discussed regarding the implementation of said procedures.

The necessary documents to implement the Williamson act were reviewed.

Supervisors Clark and Owings, and John Rotondo, Solid Waste Director, gave a report on the operation by Sunset Scavenger Co.

There being no further business the Board adjourned at 4 p.m. to meet in regular session, Tuesday, November 15, 1977.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met in regular session this 15th day of November, 1977, with all members present.

The minutes of November 8, 1977 were approved as published.

The following claims were approved as presented:

- General: $69,157.04
- Parks & Recreation: 4,754.33
- Road Fund: 31,714.30
- Contingent: 9,042.80
- Yosemite West Maintenance Dist.: 1,551.84
- County Service Area 1-M (Lake Don Pedro): 278.43
- County Service Area 1-M (Mariposa Pines): 142.33
- Don Pedro Sewer Zone: 599.73
- S. A. P.: 1,205.89
- Water Agency: 11,873.84
- Law Library: 156.20
- Mariposa Lighting District: 587.04
- Coulterville Lighting District: 137.86
- Hornitos Lighting District: 55.14
- Revenue Sharing Operation: 318.87
- Mariposa Parking District Construction: 25,018.75
- Federal Administration: 613.39

On motion of Clark, seconded by Owings, the following items on the consent agenda were approved: Travel - Lois Lewis & Jean Larsen, Welfare Dept., road stamp training session, 11/22/77, Fresno; Co. Counsel, Board of Equalization, 11/16-17/77, Sacramento. Tax Cancellations 77-165, 77-238, 77-455, 779485 and 77-498.

Barbara Saye, Auditor-Recorder, discussed State Compensation Safety programs and implementation of Unemployment Compensation services.

On motion of Clark, seconded by Owings, Csac is to be notified that the County intends to contract with Reed, Roberts, Inc. and CSAC for Unemployment Compensation to meet the requirement of Public Law 94-556.

On motion of Clark, seconded by Dalton, Planning Commission Res. 77-75 is referred back to the Commission recommending that steps 1 through 3 be acted upon, as outlined in letter of transmittal dated Nov. 7, 1977.

On motion of Clark, seconded by Owings, appeal of Planning Commission denial of LDA #630 (Locke) is set for 11 a.m., Tuesday, December 6, 1977 as a hearing de novo.

On motion of Dalton, seconded by Clark, the public hearing on Unmet Transit need is rescheduled for 2 p.m., Tuesday, December 6, 1977.

On motion of Clark, seconded by Owings, Res. 77-166 was passed and adopted authorizing Civil Defense Director to purchase surplus materials through General Services Administration.

The public hearing on LDA #657 (Bagwell) opened at 11 a.m. with Court Reporter, Don Lee, Mr. and Mrs. Luther Bagwell were present. Wm. "Pat" Quigley, attorney, represent appellants. The following documents were presented to the Board of Information: Letter signed by seven property owners near the Bagwell property, Letter from Walt Stroming regarding water on subject property and Letter from CDF regarding response time to fires. Testimony was received from Bruce Jacobs, Planning Commission Chairman and appellant Kathleen Bagwell. Appellants' Exhibit No. 1, "Sketch Map", was received, marked and admitted into evidence. Hearing closed at 11:42 a.m. Discussion was held regarding findings of fact and matter continued until later in the day.
The Board adjourned for lunch at 12:05 p.m. and reconvened at 2:00 p.m.

Mr. & Mrs. Clyde Reynolds discussed problems regarding Carleton Road easement.

James N. Sharp, Hillside Drive, discussed plaque to be placed at airport by Mariposa Aviation Assoc. in memory of Bud Gresham. On motion of Owings, seconded by Dalton, plaque was approved, Supervisor Clark to approve location.

Hearing de Novo of LDA #615 (Gimblin) was continued to November 22, 1977 at 2 p.m. with Mr. Gimblin's consent.

Discussion continued regarding LDA #657 (Bagwell). On motion of Owings, seconded by Dalton, appeal is granted with the following statement: Planning Commission findings of facts number 1, 4 & 6 are rejected, numbers 2 & 3 are accepted, and number 5 is accepted with the condition that the easement is realigned with approval of the Planning Commission; the parcel map is to have a certificate stating no further divisions will be allowed; and easement is to be extended to 60 feet. Ayes: Clark, Dalton, Owings. Not Voting: Long. County Counsel is to prepare written findings of fact.

Second reading of Ord. 469, amending and repealing certain ordinances, was waived on motion of Clark, seconded by Owings. On motion of Clark, seconded by Owings, Ord. 469 was passed and adopted.

On motion of Clark, seconded by Dalton, Res. 77-167, was passed and adopted, authorizing the Chairman to sign Lease, Maintenance & Operation Agreement with Mariposa County Unified School District for recreation purposes.

The motion made by Clark, seconded by Owings, on September 27, 1977, appointing Donna Matlock as Secretary to the Water Advisory Committee, was rescinded on motion of Clark, seconded by Owings.

Ed Santarosa, CH2M Hill, reviewed bids for Coulterville Wastewater/Water Facilities. On motion of Dalton, seconded by Owings, the low bid of Twain Harte Plumbing and Hearting was acknowledged.

Herb Davis, Public Employees Representative, discussed clarification of Holidays for County Employees. County Counsel to present Ordinance 11/22/77.

On motion of Clark, seconded by Owings, Welfare Director is authorized to hire Mrs. Carol Langley on an emergency basis for a period not to exceed 60 days to fill the position of Staff Services Analyst.

Res. 77-168, was passed and adopted, authorizing execution of subgrant between CETA and the County, on motion of Owings, seconded by Clark.

The Board adjourned at 5:10 p.m. to meet again at the call of the Chairman.

The Board reconvened at the call of the Chairman at 8:10 p.m. to discuss methods available to finance the remaining amount above the grants regarding the Coulterville Wastewater/Water Facilities.

The Board meeting as Coulterville Service Area No. 1 took the following action: On motion of Dalton, seconded by Owings, letter is to be written to the Water Agency asking said Agency to consider (1) a grant of $127,000 to the projects, (2) a loan of $100,000 at ½ of 1% to be paid back in 40 years by users fees, and (3) a loan of $100,000 at ½ of 1% to be paid back in 20 years or, alternatively, loan $100,000 to be paid back by assessment spread at an interest of 5% for 15 years.

The Board adjourned at 9:30 p.m. to meet in continued session Saturday, November 19, 1977 at 9 a.m.

ATTEST:

FRANK L. LONG, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
MARIPOSA COUNTY RESOLUTION NO. 77-167

WHEREAS, it is deemed for the best interest of the County of Mariposa, State of California, to enter into a Lease, Maintenance, & Operation Agreement with the Mariposa County Unified School District, a public school district, for recreational purposes.

NOW, THEREFORE, BE IT RESOLVED that the aforesaid Lease be entered into, and the Chairman of the Board of Supervisors of the County of Mariposa be and he is hereby authorized to execute the said Lease by and on behalf of the County of Mariposa.

PASSED AND ADOPTED this 15th day of November, 1977, by the Board of Supervisors, County of Mariposa, by the following vote:

AYES: Clark, Dalton, Long, Owings.
NOES: None.
NOT VOTING: None.
ABSENT: None.

FRANK L. LONG, JR., CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

ELLEN BRONSON, COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD
LEASE, MAINTENANCE, & OPERATION AGREEMENT

THIS LEASE AGREEMENT made this 11th day of July, 1977, by and between MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "LESSOR", and the COUNTY OF MARIPOSA, a political subdivision, hereinafter referred to as "LESSEE".


The LESSOR hereby leases to the LESSEE portions of that 24-acre parcel of real property situated in the County of Mariposa, State of California, more particularly described in Exhibit "A" attached hereto and made a part hereof as though set out in full.

It is the intention of the parties hereto that LESSEE will budget approximately $100,000.00 of 1974 and 1974 Recreation State Bond Act funds for improvements to the leased property and that LESSOR will budget a similar sum for development and improvement of joint-use recreation facilities.

Heretofore the LESSOR has acquired additional acreage for development of school recreational facilities, and the Mariposa County Recreation Department has obtained funds from the California State Recreation Bond Act for development of joint-use recreational facilities on said acreage.

It is agreed that this lease shall be for a period of forty (40) years from and after date at a rental of one dollar ($1.00) per year in addition to the mutual consideration and
promises herein contained.

It is mutually agreed that during the school periods the
LESSOR shall have the full use of all of the facilities for school
uses situated on the above-described property; that after class-
room hours, during weekends, and vacation periods, LESSOR shall
have prior right of use of said recreation facilities for the pur-
pose of athletic contests and practice sessions therefor; that
after school hours, during weekends, and vacation periods, at such
dates and times as such facilities are not in use by LESSOR as
aforesaid, such facilities will be open to the public for public
recreation purposes at such times as are scheduled and set by
LESSEE and will be regulated at such times by the rules and regula-
tions of LESSEE, or its duly authorized Recreation Commission,
Recreation Department, agent, or employee.

It is mutually understood and agreed that LESSOR shall
utilize acreage improved for recreational purposes from State Bond
Act funds for joint-use recreational purposes only and shall at all
times assist and cooperate with LESSEE in meeting the minimum re-
quirements of the State Bond Act. LESSOR shall not construct
school buildings, other than for recreational purposes, on land
improved with Bond Act funds or County of Mariposa Recreation
Department funds.

It is mutually understood and agreed that the cost of
maintenance and repair of said facilities shall be shared by the
parties hereto as follows:

(1) LESSOR shall pay that portion of maintenance and re-
pair of said recreational facilities attributable to LESSOR'S use
of said facilities.
(2) LESSEE shall pay that portion of maintenance and repair of said recreational facilities attributable to LESSEE's use of said facilities.

(3) Maintenance repairs and utility costs along with all operating expenses shall be subject to pro-rataion and budget adjustment on an annual basis at the end of each fiscal year; said pro-rataion shall be based on actual expenses and hourly uses as mutually agreed upon.

(4) Electrical costs shall be handled on a separate meter basis, and electrical user costs shall be pro-rated on a user basis or such other basis as mutually agreed upon.

(5) Property damage which occurs during a particular usage shall be the responsibility of the user in possession at the time said damage occurred.

(6) It shall be the responsibility of the user to maintain law and order in respect to public functions conducted by the user on the joint-use facilities. The user shall be liable for the policing and cleaning of the area after each function, and the parties hereto shall develop mutual policies and procedures for the maintenance and cleanliness of the facilities at all times.

(7) The parties hereto shall indemnify and hold the other harmless for all claims, damages, and/or lawsuits which result from their respective individual usage; it being fully understood that each party shall accept and assume the said liability arising from their particular usage.

It is mutually understood that the County of Mariposa and the Mariposa County Unified School District will contribute equipment and other improvements on the property, but it is understood
and agreed that the party contributing will at all times remain the
owner of said property.

It is mutually agreed that the parties hereto will coop-
erate to the extent that sufficient public liability and property
damage insurance shall be in existence in order to protect all
parties concerned, and that, if possible, the cost of such insur-
ance be pro-rated equitably between the parties hereto.

It is mutually agreed and understood that the parties
shall cooperate and mutually agree upon all development and im-
provements on the property subject to this lease agreement.

The parties agree and understand that this agreement
shall be inoperative and void if the parties hereto cannot mutually
agree upon the development of the property subject to this lease
agreement and/or the amount and allocation of funds to be expended
on said property.

IN WITNESS WHEREOF, the LESSOR has duly executed this
lease by the Executive Secretary of the Board of Trustees, he
having been duly authorized to execute the same, and the LESSEE has
duly executed this lease by the Chairman of the Board of
Supervisors, he having been duly authorized to execute the same,
both the day and year first above written.

COUNTY OF MARIPOSA

FRANK L. LONG, JR., CHAIRMAN
BOARD OF SUPERVISORS

ELLEN BRONSON, COUNTY CLERK AND
EX OFFICIO CLERK OF THE BOARD

MARIPOSA COUNTY UNIFIED SCHOOL
DISTRICT

EXECUTIVE SECRETARY
BOARD OF TRUSTEES
RESOLUTION NO. 6

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

WHEREAS, it is deemed for the best interest of the
Mariposa County Unified School District, of the County of Mariposa,
State of California, to enter into a Lease, Maintenance, &
Operation Agreement with the County of Mariposa, a political sub-
division of the State of California, for recreational purposes. / /

NOW, THEREFORE, BE IT RESOLVED that the aforesaid Lease
he entered into, and the Executive Secretary of the Board of
Trustees of the Mariposa County Unified School District be and he
is hereby authorized to execute the said Lease by and on behalf
of said school district.

PASSED AND ADOPTED this 21st day of November, 1977, by
the following votes:

AYES: Adams, Lincoln, and Shimer

NOES: None

ABSENT: Evans and Pierce

[Signature]
EXECUTIVE SECRETARY
BOARD OF TRUSTEES
MARIPOSA COUNTY UNIFIED SCHOOL
DISTRICT
The Board of Supervisors of the County of Mariposa met in continued session at 9:16 a.m. this 19th day of November, 1977 with all members present.

The Board meeting as the Coulterville Service Area No. 1 took the following actions: On motion of Dalton, seconded by Owings, the recommendation of the Water Agency was accepted in regard to financing the local share contribution in excess of existing grants for the Coulterville Wastewater/Water Facilities. On motion of Owings, seconded by Clark, all informalities and irregularities in the contract for said facilities are waived. On motion of Dalton, seconded by Clark, the contract is awarded to the low bidder of Twain Harte Plumbing & Heating, Inc., in the amount of $1,251,388.50 for Schedules A+B+C+C-1, subject to the following conditions: (1) Approval from the State and EPA Clean Water grants to cover the grant-eligible costs of the Sewer Collection and Sewer Treatment Project (Schedules A & B) and (2) specific deductive change orders to be agreed upon by the County, Project Engineer and the contractor on Schedules A+B+C+C-1.

Wilber Wyre discussed the CALTRANS proposed improvements on Highway 140. On motion of Owings, seconded by Clark, Clerk is to notify Caltrans that the Local Transportation Commission wishes turn lanes at the junctions of Old Highway, School House Road, Hornitos Road, Indian Gulch Road, Whitlock Road, and Smith Road with Highway 140.

There being no further business the Board adjourned at 10:30 a.m. to meet again in regular session Tuesday, November 22, 1977 at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met in regular session at 10:00 a.m., November 22, 1977, with all Supervisors present.

The minutes of November 14, 15, and 19 were approved as mailed.

On motion of Clark, seconded by Owings, Chairman authorized to sign McGlasson & Associates Contract Change Order No.1, Mariposa Parking District.

The time being 10:15 a.m., Peter Artero asked that the bids on Road Department's pick-ups be opened at 10:30 a.m.

On motion of Dalton, seconded by Owings, Road Commissioner, Peter Artero, authorized to call for bids on grader blades December 13, 1977, at 10:30 a.m.

On motion of Clark, seconded by Owings, the following items on the consent agenda were approved: Travel: Judge Egon W. Mueller, Court Workshop, Monterey, 12/1-3/77; Larry James, Bldg. Inspect., Workshop -- Codes & Inspect., Legal Aspects of Administration & Enforcement, Irvine, 12/8-9/77 ($100 registration fee to be paid in advance). Tax cancellation 77-53, secured. Auditor to draw warrant to MCAG for $1250--1/2 cost of LAFCO services.

On motion of Dalton, seconded by Clark, County Clerk and two deputies granted permission to attend Legislative Workshop in Stockton, 12/1-2/77, and use of county car approved.

On motion of Dalton, seconded by Clark, first reading waived on Ordinance No. 470, Holiday Ordinance.

On motion of Dalton, seconded by Clark, anti-recession monies allocated to Planning Commission for the purchase of bookcase, $106; chair, $94.34; Monroe calculator, $264.10.

The time being 10:30 a.m., bids were opened for two pick-ups for Road Department. They were turned over to the Road Commissioner for review and recommendation.

On motion of Dalton, seconded by Clark, Chairman authorized to sign Deeds of Easement for Coulterville Wastewater Facility, and County Counsel directed to record.


On motion of Owings, seconded by Clark, Res. 77-169, Duncan & Jones' "Consultant's Final Report: Planning Procedures", was passed and adopted.

Bruce Jacobs, Planning Commission Chairman, reported on the Planning Commission's findings regarding procedures for implementation of the Williamson Act, and presented their Res. 77-76 for the Board's consideration.

On motion of Dalton, seconded by Clark, Herb Davis authorized to submit a pre-application to Federal Aviation Administration to secure airport taxi-way funds from FY78 Airport Development Aid Program.

Donna Matlock, LAFCO Acting Executive Officer, spoke regarding Special Districts questionnaires from MCAG.
On motion of Clark, seconded by Owings, the Board adopted the following findings of fact on the appeal of LDA 657 (Bagwell) heard on Tuesday, November 15, 1977, at 11:00 a.m.:

The appellant, Mr. & Mrs. Luther Bagwell, were represented by Attorney Pat Quigley of Merced. The proceedings were reported at the request of the appellant's attorney by an official court stenographer.

The Hearing de Novo was opened, and the appellant by and through their attorney, Pat Quigley, presented their case. Chairman Bruce Jacobs of the Planning Commission spoke on behalf of the Planning Commission.

The Board of Supervisors, sitting as the Appeal Board, closed the Hearing and addressed the six Findings of Fact submitted by the Planning Commission as set out in its letter to Mr. & Mrs. Luther Bagwell dated September 30, 1977. The Board rejected Finding No. 1 as submitted by the Planning Commission, upheld Nos. 2, 3, and 5, and termed Findings No. 4 and No. 6 to be correct statements but not applicable to this particular land division.

The vote was taken: Ayes: Clark, Dalton, Owings; Not voting: Long. The Board approved the appellant's land division application subject to the following conditions:

1. That the proposed 40-foot easement be relocated to minimize the noise and dust problems related in the Planning Commission Finding No. 5 that said easement relocation be subject to final acceptance and approval by the Planning Commission and that said easement offer of dedication to the County of Mariposa be increased at the new relocated site from the proposed 40-foot easement to a 60-foot easement in keeping with the minimum requirements of Ordinance 429.

2. That the Final Parcel Map, approved by the Planning Commission, prior to recordation contain the following restrictive language:

"That there be no future splits on Parcels A, B, C, and the remainder."

That the official record of the Hearing reflect agreement by the appellant applicants by and through their attorney during the Hearing process to the conditions herein set out.

Appellant applicants land division was granted subject to the above conditions.

Bruce Eckerson spoke regarding State Board of Equalization matters. Written report to be submitted to the Board Tuesday, November 29, 1977.

The Board adjourned for lunch at 12:00 noon, and reconvened at 1:15 p.m.

Jeff Grant, Stanton Office Machines, gave demonstration on dictaphone equipment. Proposal by Stanton Office Machines to be submitted to Board Tuesday, November 29, 1977, for review.

On motion of Dalton, seconded by Owings, Chairman authorized to sign two contracts with Twain Harte for Coulterville Water Project and Contract Change Orders for Projects 07-51-26308 and C-06-1272, with procedures outlined by County Counsel.

On motion of Dalton, seconded by Owings, the bid from John Roth Chevrolet was accepted, on recommendation of the Road Commissioner. The bid included the following: two 1978 pick-up trucks-$10,400.42, minus $1400 for trade-ins (#30-1971 Chevrolet 1/2 ton pick-up License #573403 and #62-1969 Chevrolet 1/2 ton pick-up truck, License #128011) Total monies to be allocated $9,060.42
The time being 2:00 p.m., continued hearing on the Hearing de Novo
on LDA #615 (Gimblin) was heard. Richard Gimblin waived the presence of a
Court Reporter. Discussion ensued between the Board, Mr. Gimblin, and
Bruce Jacobs. The hearing was closed. The Board to review Planning
Commission's Findings of Fact on Tuesday, November 29, 1977.

Auditor-Recorder, Barbara Saye, and Bldg. Insp., Larry James, discussed
Assistant Building Inspector classification. On motion of Dalton, seconded
by Clark, Res. 77-170, amending Res. 77-74, changing classification from
"permanent intermittent" to hourly, on-call classification, at a salary
rate of $6.90 per hour, effective November 7, 1977, was passed.

On motion of Clark, seconded by Dalton, Res. 77-171 was passed and
adopted; $175 for desk from Planning Commission to County Counsel's Office.

Grand Jury recommendations were discussed by the Board. Clerk to
compile comments made by the Board.

On motion of Dalton, seconded by Clark, the following will be
implemented in order to complete the development of the Master Plan:

Planning Commission to request Tom Skinner to complete text and
submit to Planning Commission for review; Planning Commission will send
text to MCAG for typing in draft form, including maps and exhibits
to be attached. MCAG to prepare sufficient copies of draft for review
by the Planning Commission and Board of Supervisors. If changes are
necessary, they will be noted. Draft then to be returned to MCAG
to be put in final form.

The Animal Control Ordinance was discussed with the Constable present.
On motion of Dalton, seconded by Clark, the first reading of Ord. 471 was
waived.

On motion of Dalton, seconded by Clark, the Board will write a letter
to the National Parks Service protesting Western Regional Director Chapman's
recommendation of condemnation on Robert A. Tishmacher's property.

The Board adjourned at 5:20 p.m. to meet in continued session Tuesday,
November 29, 1977, at 9:30 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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

THIS AGREEMENT, made and entered into on the date below written, by and between Mariposa County Board of Supervisors, setting as the Board of Directors of the Coulterville County Service Area No. 1, hereinafter called the OWNER, and Twain Harte Plumbing and Heating, Inc., a California corporation, hereinafter called the CONTRACTOR.

WITNESSETH, that, for the considerations hereinafter mentioned, the OWNER and CONTRACTOR agree as follows:

ARTICLE I. The CONTRACTOR agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents, those certain improvements entitled: Schedule "A" (Sewer Collection) and Schedule "B" (Sewer Treatment), Coulterville County Service Area No. 1, Wastewater Facility Improvements. Contract Documents for which have been prepared by CH2M Hill, 555 Capitol Mall, Suite 1290, Sacramento, California 95814, and hereinafter called the ENGINEER; said Contract Documents shall include that bound document entitled "Contract Documents" dated September 1977 and all addendums to the said Contract Documents referred to as Addendum No. 1 dated October 7, 1977, Addendum No. 2 dated October 25, 1977, Addendum No. 3 dated October 26, 1977, Addendum No. 4 dated November 1, 1977, and Addendum No. 5 dated November 3, 1977. The Engineer for construction and inspection services for said project shall be Moldenhauer-Bennett & Company, 903 Enterprise Drive, Sacramento, California 95825.

///
ARTICLE II. The OWNER agrees to pay the CONTRACTOR for
the performance of the CONTRACT, subject to additions and deduc-
tions provided therein, the following prices, and the CONTRACTOR
agrees to receive and accept said following prices as full compen-
sation for furnishing all materials and for doing all the work con-
templated and embraced in this agreement, and for all loss or
damage arising out of the nature of the aforesaid work or from the
action of the elements and from any unforeseen difficulties or
obstructions which may arise or be encountered in the prosecution
of the work until its acceptance by the OWNER, and for all risks or
every description connected with the work, and for all expenses in-
curred by or in consequence of the suspension or discontinuance of
the work, and for well and faithfully completing the work and the
whole thereof in the manner and according to the Contract Documents
and addendum supplements thereto, and the requirements of the
ENGINEER under them. The CONTRACTOR shall complete said work in
accordance with the said Contract Documents, including all specifi-
cations referred to and included in said Contract Documents, and
under the penalty expressed in the attached Bond, which is hereby
declared and accepted as an essential part of this agreement. The
prices to be paid to the CONTRACTOR are set out in CONTRACTOR'S
proposal dated November 8, 1977, attached hereto and made a part
hereof as set out in full, subject only to those mathematical cor-
rections made by ENGINEER, to wit: The sum of $475,018.50 on
Schedule "A" (Sewer Collection) and the sum of $384,000.00 on
Schedule "B" (Sewer Treatment), less those deductive change orders
agreed upon at the signing of the CONTRACT,
ARTICLE III. The OWNER shall make payments on the account of the CONTRACT as specified in the General Conditions.

ARTICLE IV. The CONTRACTOR shall diligently prosecute the work to completion within 400 calendar days from the date of execution of the CONTRACT.

ARTICLE V. The per diem rate for liquidated damages shall be determined as specified on Page 5 of supplemental conditions to the Contract Documents herein referred to.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written:

DATE: November 22, 1977.

OWNER: COULTERVILLE COUNTY SERVICE AREA NO. 1

APPROVED AS TO FORM:

NEIL B. VAN WINKLE COUNTY COUNSEL

DATE: 11/22/77

By FRANK L. LONG, JR., CHAIRMAN BOARD OF DIRECTORS

ATTEST:

ELLEN BRONSON, COUNTY CLERK & EX OFFICIO CLERK OF THE BOARD

CONTRACTOR: TWAIN HARTE PLUMBING & HEATING, INC.

By __________________________
CONTRACT

THIS AGREEMENT, made and entered into on the date below
written, by and between Mariposa County Board of Supervisors,
setting as the Board of Directors of the Coulterville County
Service Area No. 1, hereinafter called the OWNER, and Twain Harte
Plumbing and Heating, Inc., a California corporation, hereinafter
called the CONTRACTOR.

WITNESSETH, that, for the considerations hereinafter men-
tioned, the OWNER and CONTRACTOR agree as follows:

ARTICLE I. The CONTRACTOR agrees to furnish all labor,
materials, tools, and equipment and to perform all the work re-
quired to construct and complete in a good and workmanlike manner,
and in strict accordance with the Contract Documents, those certain
improvements entitled: Schedule "C" (Water System) and Schedule
"C-1" (Water Meters), Coulterville County Service Area No. 1, Water
System and Installation of Water Meters. Contract Documents for
which have been prepared by CH2Mhill, 555 Capitol Mall, Suite 1290,
Sacramento, California 95814, and hereinafter called the ENGINEER;
said Contract Documents shall include that bound document entitled
"Contract Documents" dated September 1977 and all addendums to the
said Contract Documents referred to as Addendum No. 1 dated
October 7, 1977, Addendum No. 2 dated October 25, 1977, Addendum
No. 3 dated October 26, 1977, Addendum No. 4 dated November 1,
1977, and Addendum No. 5 dated November 3, 1977. The Engineer for
construction and inspection services for said project shall be
Moldenhauer-Bennett & Company, 903 Enterprise Drive, Sacramento,
California 95825.

///

-1-
ARTICLE II. The OWNER agrees to pay the CONTRACTOR for
the performance of the CONTRACT, subject to additions and deduc-
tions provided therein, the following prices, and the CONTRACTOR
agrees to receive and accept said following prices as full compen-
sation for furnishing all materials and for doing all the work con-
templated and embraced in this agreement, and for all loss or
damage arising out of the nature of the aforesaid work or from the
action of the elements and from any unforeseen difficulties or
obstructions which may arise or be encountered in the prosecution
of the work until its acceptance by the OWNER, and for all risks of
every description connected with the work, and for all expenses in-
curred by or in consequence of the suspension or discontinuance of
the work, and for well and faithfully completing the work and the
whole thereof in the manner and according to the Contract Document
and addendum supplements thereto, and the requirements of the
ENGINEER under them. The CONTRACTOR shall complete said work in
accordance with the said Contract Documents, including all specifi-
cations referred to and included in said Contract Documents, and
under the penalty expressed in the attached Bond, which is hereby
declared and accepted as an essential part of this agreement. The
prices to be paid to the CONTRACTOR are set out in CONTRACTOR'S
proposal dated November 8, 1977, attached hereto and made a part
hereof as set out in full, subject only to those mathematical cor-
rections made by ENGINEER, to wit: The sum of $382,360.00 on
Schedule "C" (Water System) and the sum of $10,010.00 on Schedule
"C-1" (Water Meters), less those deductive change orders agreed
upon at the signing of the CONTRACT.
ARTICLE III. The OWNER shall make payments on the account of the CONTRACT as specified in the General Conditions.

ARTICLE IV. The CONTRACTOR shall diligently prosecute the work to completion within 350 calendar days from the date of execution of the CONTRACT.

ARTICLE V. The per diem rate for liquidated damages shall be determined as specified on Page 5 of supplemental conditions to the Contract Documents herein referred to.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written:

DATE: November 22, 1977.

OWNER: COULTERVILLE COUNTY SERVICE AREA NO. 1

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
COUNTY COUNSEL
DATE: 11/22/77

ATTTEST:

ELLEN BRONSON, COUNTY CLERK
AND EX OFFICIO CLERK OF THE BOARD

CONTRACTOR: TWAIN HARTE PLUMBING & HEATING, INC.

By
PROPOSAL

TO: COUNTY OF MARIPOSA
COURTHOUSE
MARIPOSA, CALIFORNIA 95338

The undersigned declares that he has carefully examined the
location of the proposed work; that he has examined the
Contract Documents entitled:

COULTERVILLE WASTEWATER AND WATER
FACILITIES IMPROVEMENTS

and that he has read the accompanying Instructions to Bidders;
and that he hereby proposes to begin work and complete the
construction of the project as follows:

Begin work within 10 calendar days after execution of
Contract. Work on Schedule B shall not begin until
access to the site is obtained, which may be 90 days
from the date of execution of the Contract. Work on
the water well for Schedule C shall not begin until 90
days after the date of execution of the Contract.

Complete Schedules A and B, sewage collection system,
pump station and interceptor system, treatment and
disposal facilities, within 400 calendar days from the
date of execution of the Contract;

Complete Schedule C, water supply, storage and distribu-
tion facilities, 350 calendar days from the date of
execution of the Contract;

and that he hereby proposes to furnish all labor, materials,
tools, and equipment, and to perform all the work required
by Schedules A and/or B, and/or C, complete in place, in accordance
with the contract documents, and that he will take in full
payment therefor the following prices, to wit:

The following quantities are approximate only, being given
as a basis for the comparison of proposals, and the Owner
does not expressly or by implication agree that the actual
amount of work will correspond therewith, but reserves the
right to increase or decrease the amount of any class or
portion of the work, as may be deemed necessary or advisable
by the Engineer.

Proposal
## PROPOSAL

Schedule A-WASTEWATER COLLECTION AND INTERCEPTOR SYSTEM

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item with Unit Price Written in Words and Figures</th>
<th>Total Price in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>GRAVITY SEWERS, COMPLETE IN PLACE</strong></td>
<td></td>
</tr>
<tr>
<td>1A</td>
<td>8-inch pipe, 5,716 lineal feet, the unit price of $15.50 per lineal foot</td>
<td><strong>88,598.00</strong></td>
</tr>
<tr>
<td>1B</td>
<td>6-inch pipe, 7,659 lineal feet, the unit price of $14.50 per lineal foot</td>
<td><strong>111,055.50</strong></td>
</tr>
<tr>
<td>2</td>
<td>Special trench backfill and pipeline installation State Route 132 crossing, 40 lineal feet, the unit price of $95.00 per lineal foot</td>
<td><strong>3,800.00</strong></td>
</tr>
<tr>
<td>3</td>
<td><strong>PRESSURE SEWERS, COMPLETE IN PLACE</strong></td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>4-inch pipe, 4,188 lineal feet, the unit price of $10.00 per lineal foot</td>
<td><strong>41,880.00</strong></td>
</tr>
<tr>
<td>4</td>
<td>Concrete encasement, 225 lineal feet, the unit price of $30.00 per lineal foot</td>
<td><strong>6,757.50</strong></td>
</tr>
<tr>
<td>5</td>
<td><strong>SEWER MANHOLES</strong></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>48-inch-diameter standard manholes, 47 each, the unit price of $345.00 per each</td>
<td><strong>39,950.00</strong></td>
</tr>
</tbody>
</table>
5B 48-inch standard manhole, for pressure to gravity sewer connection, 1 each, unit price bid of eight hundred fifty dollars

$750.00 per each $850.00

6 FUTURE PIPE STUBS

6A 6-inch stub, complete, 2 each, the unit price of thirty-five dollars

$35.00 per each $70.00

6B 8-inch stub, complete, 2 each, the unit price of forty dollars

$40.00 per each $80.00

7 Drop connection, inside drop construction at manholes, 6 each, the unit price of three hundred twenty-five dollars

$375.00 per each $2,250.00

8 Cleanouts, complete, 10 each, the unit price of two hundred ninety dollars

$290.00 per each $2,900.00

9 Wyes, 4-inch wye for sewer house laterals, 83 each, the unit price of sixty dollars

$60.00 per each $4,980.00

10 Lateral pipe, 4-inch house laterals, complete, including trench excavation and backfill, and plug and marker, complete, 7,025 lineal feet, the unit price of eleven dollars

$11.00 per lineal foot $77,275.00

Proposal
11 House connections, connection of house lateral to existing house plumbing, 78 each, the unit price of one hundred sixty dollars $160.00 per each $12,480.00

12 Air valves, air release valves, complete, 4 each, the unit price of one thousand five hundred dollars $1500.00 per each $6,000.00

13 Location monuments, complete, 21 each, the unit price of one hundred dollars $100.00 per each $2,100.00

14 Direct burial cable, from Pump Station No. 1 to treatment plantsite, installed, complete, the lump sum price of three thousand dollars $3,000.00 lump sum $3,000.00

15 Pump Station No. 1, complete installation including building and access road, the lump sum price of fifty thousand dollars $50,000.00 lump sum $50,000.00

16 Trench sheeting, shoring, and bracing as required by Section 6707 of the California Labor Code at the lump sum price of one hundred dollars $100.00 lump sum $100.00

TOTAL BASE BID, SCHEDULE A $475,018.00
## PROPOSAL

**SCHEDULE B - TREATMENT AND DISPOSAL FACILITIES**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Item With Unit Price Written In Words and Figures</th>
<th>Total Price In Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Treatment and Disposal Facilities, complete construction and installation of Treatment and Disposal Facilities including Headworks, Pump Station NO. 2, Control Building, Disposal Field, Storage Reservoir, Aeration Cell, etc. the lump sum price of $383,000.00</td>
<td>$383,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Trench sheeting, shoring, and bracing as required by Section 6707 of the California Labor Code at the lump sum price of $1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID, SCHEDULE B**

$384,000.00
## PROPOSAL

**Schedule C - WATER SYSTEM**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item with Unit Price Written In Words and Figures</th>
<th>Total Price in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>WATER PIPELINE, COMPLETE IN PLACE</td>
<td></td>
</tr>
<tr>
<td>1A</td>
<td>8-inch pipelines, complete in place, 1,470 lineal feet, the unit price of [<em>thirteen dollars fifty cents</em>]</td>
<td>$21,315.00</td>
</tr>
<tr>
<td></td>
<td>$13.50 per lineal foot</td>
<td></td>
</tr>
<tr>
<td>1B</td>
<td>6-inch pipelines, complete in place, 11,730 lineal feet, the unit price of [<em>thirteen dollars</em>]</td>
<td>$153,490.00</td>
</tr>
<tr>
<td></td>
<td>$13.00 per lineal foot</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GATE VALVES</td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>8-inch gate valves, installed, 3 each, the unit price of [<em>five hundred dollars</em>]</td>
<td>$1,500.00</td>
</tr>
<tr>
<td></td>
<td>$500.00 per each</td>
<td></td>
</tr>
<tr>
<td>2B</td>
<td>6-inch gate valves, installed, 21 each, the unit price of [<em>two hundred seventy-five dollars</em>]</td>
<td>$5,775.00</td>
</tr>
<tr>
<td></td>
<td>$275.00 per each</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Highway 49 undercrossings, complete, 2 each, the unit price of [<em>four thousand five hundred dollars</em>]</td>
<td>$9,000.00</td>
</tr>
<tr>
<td></td>
<td>$4,500.00 per each</td>
<td></td>
</tr>
</tbody>
</table>
4 House connections each 50 feet in length, complete, including all piping from property line and connection to existing house plumbing, 77 each, the unit price of

$320.00 per each $25,410.00

5 Water services, complete, including all piping from waterline to the property line, 77 each, the unit price of

$250.00 per each $19,250.00

6 Fire hydrants, complete, including all piping and valves, 22 each, the unit price of

$1400.00 per each $30,800.00

7 WATER WELL

7A Well drilling, complete, 150-foot hole, the unit price of

$20.00 per foot $3000.00

7B Well casing, complete, 150 feet, the unit price of

$8.00 per foot $1200.00

7C Well development and testing, complete, 8 hours, the unit price of

$40.00 per hour $320.00

Proposal

7
7D Well grout seal, concrete pad, capping and clean up, the lump sum price of

$600.00 ____________ lump sum $600.00

7E Well Pump, complete in place, including 100 feet of 6-inch pipe and connection to the water distribution system, the lump sum of

$4700.00 ____________ lump sum $4700.00

8 Pressure reducing stations, complete installation, 2 each, the unit price of

$6500.00 ____________ per each $13,000.00

9 Water storage reservoir, complete, including all piping, access road, and sitework, the lump sum price of

$77,800.00 ____________ lump sum $77,800.00

10 Direct buried cable, from the water storage reservoir to the water well, and from the water well to Pump Station No. 1, installed complete, the lump sum price of

$17,600.00 ____________ lump sum $17,600.00

TOTAL BASE BID, SCHEDULE C $382,360.00

ADDITIVE BID ITEM

C-1 Install 3/4-inch water meters, complete, with meter box, and valves, 77 each, in water services provided under bid item 3 above, for the unit price of

$130.00 ____________ per each $10,010

TOTAL BASE BID PLUS ADDITIVE BID ITEM C-1 Proposal $392,370.00
BID ADJUSTMENT FOR AWARD
OF TWO OR MORE SCHEDULES
TO THE SAME CONTRACTOR

The undersigned declares that he proposes the following
deductions in bid price for the award of two or more schedules
to the same Contractor. Any deductions in bid amount for
each schedule will be applied proportionally to the price of
the bid items in that schedule.
BIDDING SCHEDULES A AND B COMBINED

Lump sum deduction for Schedule A awarded in combination with Schedule B  
$_____

Lump sum deduction for Schedule B awarded in combination with Schedule A  
$_____

TOTAL BID FOR SCHEDULES A AND B COMBINED  
_____________________________ dollars,  $_____

Total of Schedules A & B
BIDDING SCHEDULES B AND C COMBINED

Lump sum deduction for Schedule B awarded in combination with Schedule C

$0

Lump sum deduction for Schedule C awarded in combination with Schedule B

$0

TOTAL BID FOR SCHEDULES B AND C COMBINED

Total of Schedules A, B, C ______ dollars, $_____

Proposal

11
BIDDING SCHEDULES A AND C COMBINED

Lump sum deduction for Schedule A awarded in combination with Schedule C  $ 0

Lump sum deduction for Schedule C awarded in combination with Schedule A  $ 0

TOTAL BID FOR SCHEDULES A AND C COMBINED

Total Of Schedules A & BID  dollars,  $
BIDDING SCHEDULES A, B, AND C COMBINED

Lump sum deduction for Schedule A awarded in combination with Schedules B and C $ 0

Lump sum deduction for Schedule B awarded in combination with Schedules A and C $ 0

Lump sum deduction for Schedule C awarded in combination Schedules A and B $ 0

TOTAL BID FOR SCHEDULES A, B, AND C COMBINED

Total Of Schedules A, B, C $____
PROPOSAL

The undersigned further declares that the only persons or parties interested in the Proposal as Principals are those named herein and that this Proposal is not made in collusion with any persons, firm, or corporation.

Accompanying this Proposal is [Business Bond cash, cashier's check, certified check or Bidder's Bond] in an amount equal to at least 10% of the total amount of the Proposal.

The undersigned agrees that in case of default in signing and returning the required Contract with necessary bonds within 10 days, not including Sundays and legal holidays, after receiving notice of award, the proceeds of the cash, check, or bond accompanying the Proposal shall be forfeited to the Owner.

The undersigned further declares that he is a licensed Contractor in the State of California, and that the license which he holds is of the class required to perform the specified work.

Contractor's License Number 172513

Signature of Bidder: [Signature]

Business Address: [Address]

Dated: November 5, 1977

Note: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.
Each Bidder shall list below the name and business address of each subcontractor who will perform work under this Contract in excess of one-half of one percent of the total amount shown in the Proposal, and shall also list the portion of the work which will be done by such subcontractor.

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor's Name and Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Building &amp; Concrete</strong> Work</td>
<td>Den Fletcher</td>
</tr>
<tr>
<td>2. <strong>Electrical Work</strong></td>
<td>Angulo Camp</td>
</tr>
<tr>
<td>3. <strong>Well Drilling</strong></td>
<td>Terrero Electric</td>
</tr>
<tr>
<td>4. <strong>Water Tank</strong></td>
<td>Carroll &amp; Company</td>
</tr>
<tr>
<td>5. <strong>Tank Painting</strong></td>
<td>Senora</td>
</tr>
<tr>
<td>6. <strong>Fencing</strong></td>
<td>American Bridge</td>
</tr>
<tr>
<td>7. <strong>Landscaping</strong></td>
<td>Fuentes</td>
</tr>
<tr>
<td>8. <strong>Tank site work</strong></td>
<td>Azzooy Contino</td>
</tr>
<tr>
<td>9. <strong>Reservoir Lining</strong></td>
<td>Azzooy Grander</td>
</tr>
<tr>
<td>10. __________________________</td>
<td>C &amp; R Fence</td>
</tr>
<tr>
<td></td>
<td>Strohman</td>
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<td>Li Garden Water</td>
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<td></td>
<td>Garzael</td>
</tr>
<tr>
<td></td>
<td>E. Cimaric Construction</td>
</tr>
<tr>
<td></td>
<td>Fuentes</td>
</tr>
<tr>
<td></td>
<td>Lee-Ked, Inc</td>
</tr>
<tr>
<td></td>
<td>Sonora</td>
</tr>
</tbody>
</table>
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

________________________ As Principal: and __________________ United States Fidelity and

________________________ Guaranty Company as Surety, are hereby held and firmly bound

unto __________________ County of Mariposa hereinafter
called the Owner, in the sum of __________________ Ten Per Cent (10%) of Amount Bid

g___________ dollars ($___________), which sum is equal
to at least ten percent of the total amount of the Proposal, payment of which sum, well
and truly to be made, we hereby, jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
the Owner a certain Proposal, attached hereto and hereby made a part thereof, to enter
into a Contract in writing, for the construction of:

County of Mariposa Coulterville County Service Area No. 1 -
Wastewater and Water Project. Job No. M1029-B1 and M9852-A1
NOW THEREFORE,

(a) If said Proposal shall be rejected, or in the alternate,

(b) If said Proposal shall be accepted and the Principal shall sign and deliver a Contract, in
the form of Contract attached hereto and shall execute and deliver Performance and Labor
and Materials Bonds in the forms attached hereto (all completed in accordance with said
Proposal), and shall in all other respects perform the agreement created by the acceptance
of said Proposal.

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all
default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its bond shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Proposal, and said Surety does hereby waive
notice of any such extension.
IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this 1st day of November 1977, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual Principal)

(Address)

(Business Address)

(Individual Principal)

(Address)

(Business Address)

Twain Harte Plumbing & Heating, Inc.
(Corporate Principal)

P.O. Box 158, Twain Harte, CA 95383
(Business Address)

By: [Signature] Affix
(Corporate Seal)

ATTEST:

United States Fidelity and Guaranty Company
(Corporate Surety)

120 Montgomery St., San Francisco, CA 94104
(Business Address)

By: [Signature] Affix
(Corporate Seal)

John F. Hallisey--Attorney-in-Fact

The rate of premium on this bond is $12.00 per thousand for 1st $500,000 & $7.25 thereafter Total amount of premium charged $ Determined on Final Contract Price
ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF     California
COUNTY OR CITY OF     San Francisco

Before me, a Notary Public, personally came John F. Hallisey known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

Given under my hand and seal this 1st day of November, 1977.

My Commission expires

BILLY M. RICHARDSON
NOTARY PUBLIC — CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires May 23, 1979
CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 82365

Know all men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

John F. Hallisey, R. C. Kahn, Billie M. Richardson and Bertha Z. Martin

of the City of San Francisco, State of California

its true and lawful attorney in and for the State of California

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever hereby shall do or be done by anyone of the said John F. Hallisey and the said R. C. Kahn and the said Billie M. Richardson and the said Bertha Z. Martin

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 29th day of October, A. D. 1971

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Charles W. Boone

Vice-President.

(Signed) By R. H. Bland, Jr.

Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY.

On this 29th day of October, A. D. 1971 before me personally came

Charles W. Boone, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and

R. H. Bland, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Charles W. Boone and R. H. Bland, Jr., were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1974...

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND
BALTIMORE CITY.

I, Robert H. Bouse

Court of Record, and has a seal, do hereby certify that

Court of Record, this 29th day of October, A. D. 1971

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.
That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

1. Mark F. Boyer, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

John F. Hallisey, R. C. Kahn, Billie M. Richardson and Bertha Z. Martin

of San Francisco, California, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 1, 1977

(Date)

Mark D. Boyer

Assistant Secretary.
Environmental Protection Agency  
Region IX  
100 California Street  
San Francisco, California 94111

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "seggrated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific times) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Tia. Harnes B. Nelson Inc.

Signature 11/8/77

Name and Title of Signer  (Please Type)
ADDENDUM NO. 1
TO THE
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
COULTERVILLE WASTEWATER AND WATER
FACILITIES IMPROVEMENTS

To: All Planholders
7 October 1977
M1029.A2

Gentlemen:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the above named project. This addendum shall become a part of said Contract Documents. Each bidder shall sign and date the addendum and submit it with his proposal as required herein.

Item 1 Refer to the first page of the INVITATION TO BID. In the second line of the first paragraph, the second line of the third paragraph, and the second line of the fourth paragraph, change the zip code number from "95833" to "95338."

Delete the third and fourth lines of the first paragraph and substitute the following: "the 1st day of November 1977. At 2:30 p.m., or as soon thereafter as is practical, the bids will be publicly opened and read for the construction of:"

In the third line of the fourth paragraph change "13 October 1977" to "20 October 1977."

Item 2 Refer to the Specifications, page 15A-3, Article titled WATER AND SEWER PIPE CROSSINGS. In the last sentence of the first paragraph change "5 feet" to "9 feet." In the first sentence of the third paragraph change "5 feet" to "10 feet."

Item 3 Refer to the Specifications, page 15B-1, Article A, SCOPE. In the first line after the words "sewer pipe," insert the words "pressure water pipe,"

In the last line of the paragraph delete the words "the Special Conditions" and substitute the following: "the drawings and the following specifications."
Item 4  Refer to the Specifications, page 15B-1, Article B, MATERIALS. Insert the following sentence at the end of the first sentence under GENERAL. "The type of pipe for the water distribution system shall be either asbestos-cement pressure pipe, ductile iron pipe, polyvinyl chloride pipe, or cement mortar lined and coated steel pipe."

Item 5  Refer to the Drawings, sheet GP1, General Note 11. Delete the last sentence and substitute the following sentences: "Where a 3-foot separation cannot be maintained, the sewer main shall be ductile iron pipe or the sewer main shall be placed in a continuous steel casing. The steel casing shall extend a minimum of 10 feet in both directions from the crossing. The ductile iron pipe shall be one piece, minimum 18 feet in length, and centered on the water main so the sewer pipe joints are the maximum distance from the water main."

Item 6  Refer to the Drawings, sheet GP1, General Note 12. Delete the last sentence and substitute the following: "All water pipes shall have a minimum cover of 30 inches and all sewer pipes shall have a minimum cover of 3 feet unless otherwise approved by the Engineer."

All bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by signing in the space provided below, and submitting the signed Addendum with the Bid. Bids submitted without this Addendum will be considered informal.

Sincerely,

CH2M HILL CALIFORNIA, INC.

Ed Santarosa

Receipt acknowledged and conditions agreed to on this day of , 1977. Bidder

By
GENERAL

In accordance with Executive Order 11246 (30 F.R. 12319-25), the implementing rules and regulations thereof, and orders of the Secretary of Labor, a Certification regarding Equal Opportunity is required of bidders or prospective contractors and their proposed subcontractors prior to the award of contracts or subcontracts.

A prime contractor

B Subcontractor

C Bidder's Name

Address

Internal Revenue Service Employer Identification Number

1. Participation in a previous contract or subcontract.
   a. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   b. Compliance reports were required to be filed in connection with such contract or subcontract
   c. Bidder has filed all compliance reports required by Executive Orders 10925, 11114, 11246 or by regulations of the Equal Employment Opportunity Commission issued pursuant to Title VII of the Civil Rights Act of 1964.
   d. If answer to item e is "No," please explain in detail on reverse side of this certification.

2. Dollar amount of proposed subcontract

3. Anticipated performance period

4. Expected total number of employees who will perform the proposed subcontract

5. Nonsegregated facilities.
   a. Notice to Prospective Bidder of Requirement for Certification of Nonsegregated Facilities
      (1) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted in the contractor prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause.
      (2) Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the following of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.
b. Certification of Nonsegregated Facilities

The federally-assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications in duplicate from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain the duplicate of such certifications in his files. The subcontractor will include the original in his Bid Package.

6. Race or ethnic group designation of bidder

☐ Negro ☐ Spanish American ☐ Oriental ☐ American Indian ☐ Eskimo
☐ Aleut ☐ White (other than Spanish American)

7. The construction subcontractor certifies that he is not affiliated in any manner with the Grantee/Borrower of the federally assisted construction project.

REMARKS:

Certification - The information above is true and complete to the best of my knowledge and belief.

[Signature]

[Date]

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
Gentlemen:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the above-named project. This addendum shall become a part of said Contract Documents. Each Bidder shall sign and date the addendum and submit it with his proposal as required herein.

Item 1 Refer to INVITATION TO BID. Add the following paragraph:

Contracts for Schedules A and B awarded under this Invitation to Bid are expected to be funded in part by a grant from the United States Environmental Protection Agency. A contract for Schedule C awarded under this Invitation to Bid is expected to be funded in part with a grant from the United States Department of Commerce, Economic Development Administration. Contractors who are awarded a contract for either Schedule A, B, or C or any combination thereof shall provide Minority Business Utilization Information and Certification of non-segregated facilities on the forms inserted in Part 3 of the Contract Documents, and pursuant to the conditions of the grant provided by the Economic Development Administration, the Bidder assures that at least $35,000 of the bid amount for Schedule C will be expended for bona fide minority enterprises. The term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, "minority group members" are citizens of the United States who are Negroes, Spanish-speaking, Orientals, Indians, Eskimos, and Aleuts.

Item 2 Refer to the third page of INSTRUCTIONS TO BIDDERS, Item No. 7, Preparation of Proposals. Add the following paragraph:

Each Bidder for Schedule C shall be required to provide a bid price on his proposal for the additive bid Item C-1, Water Services with Meters. Bids received without a bid for the water meter alternative will be considered non-responsive.
Item 3
Refer to the fourth page of the INSTRUCTIONS TO BIDDERS. Item No. 12, Bid Security. In the last sentence of the first paragraph change the words "for 50 percent" to "in the full amount".

Item 4
Refer to the seventh page of the INSTRUCTIONS TO BIDDERS, Item No. 19, Labor and Materials Bond. In the first sentence change the words "in the amount of 50 percent" to "in the full amount".

Item 5
Refer to INSTRUCTIONS TO BIDDERS, page 8. Add the following after item 24:

25. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Each bid submitted for Schedule C must be accompanied by the attached EDA form, "Certification of Bidder Regarding Equal Employment Opportunity."

In addition, any person, firm, or other party to whom it is proposed to award a subcontract under this contract must submit the attached EDA form "Certification of Proposed Subcontractor Regarding Equal Opportunity Employment Opportunity." Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such Certifications by proposed subcontractors to his bid, the Bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

Item 6
Refer to the Proposal. Delete the Proposal in its entirety and substitute the attached modified Proposal.

Item 7
Refer to the General Conditions. The EDA "Additional Conditions" attached to Addendum No. 2 are applicable and shall become a part of the General Conditions for any contract awarded for the construction of the Schedule C project.

Item 8
Refer to page 3 of the Supplementary Conditions. Change the second paragraph to read as follows:

ITEM "BASIS OF AWARD"

Add the following:

LOW BIDDER

The low Bidder will be the lowest total Base Bid for Schedules A and B and Base Bid or Base Bid plus Additive Bid Item C-1 for Schedule C; or the lowest
combination of bidding schedules resulting in the least cost to the owner.

**Item 9**

**Item 10**
Refer to Section 1A, General Requirements, page 1A-5, paragraphs titled, Subsurface and Site Information. Add the following sentence after the second sentence of the first paragraph: "A copy of the logs of test borings from the report titled 'Geotechnical Exploration - Coulterville WWTF' is attached to Addendum No. 2 for informational purposes only."

**Item 11**
Refer to the General Requirements. Add the following section:

Project Sign. The Schedules A and B contractors shall each provide and install a project sign as shown in Part 3 of the Contract Documents. One sign shall be located in Coulterville and the other at the treatment plant site. The exact location and proper dollar amount to be shown on the signs shall be as directed by the Engineer.

The Schedule C contractor shall provide and install an EDA sign in Coulterville as shown in the attachment to this Addendum. The exact location shall be as directed by the Engineer.

**Item 12**
Refer to Section 2D, Access Road, Page 2D-2, paragraph, Base Course. Delete the words "of 6 inches" in the first sentence and replace with the words "as indicated on the drawings."

**Item 13**
Refer to Section 2D, Page 2D-2, paragraph, Surface Course. Delete the words "a minimum of six inches" in the second sentence and replace with the words "the minimum depth indicated on the drawings."

**Item 14**
Refer to Section 2E, Trench Excavation and Backfill, page 2E-2. Delete the bedding material requirements at the top of the page and replace with the following requirements:
Cast Iron, Ductile Iron, Asbestos-Cement, Vitrified Clay, ABS composite and ABS solid wall sewer pipe bedding shall be 3/4-inch minus material with a maximum of 10 percent of the material passing the No. 200 sieve and having a minimum sand equivalent of 20. Cinder shall not be permitted in the bedding material for cast iron and ductile iron pipe. Polyvinyl chloride (PVC) pipe bedding shall be well graded 3/8-inch minus material with a maximum of 10 percent of the material passing the No. 200 sieve and having a minimum sand equivalent of 20.

Item 15 Refer to Section 2F, Field Fence, page 2F-2, paragraph, Concrete Footings for Metal Posts. Delete the words "all metal end, gate, corner, and intermediate line posts," and replace with the words "all metal end, gate, and corner posts."

Item 16 Refer to Section 2F, Field Fence, page 2F-2, paragraph, Woven Wire Fabric. Delete the words "Class 3 coating," and replace with the words "Class 1 coating."

Item 17 Refer to Section 3A, Concrete, page 7, Design of Concrete Mix, Proportions. Add a paragraph between the first and second paragraphs to read as follows.

In lieu of the above, the Contractor may submit a design mix prepared by the concrete supplier, provided said mix meets all of the specified requirements herein, and the supplier provides certified laboratory tests demonstrating that the mix produces a concrete meeting the strength requirements of this section.

Item 18 Refer to Section 11A, Pump Station No. 1, page 11A-1, paragraph, Duplex Pumping System. Delete the word "common" from the last sentence.

Item 19 Refer to Section 11A, page 11A-1, paragraphs titled Pumps. Delete the words "removable volute" from the third sentence of the last paragraph. Delete the last sentence of the last paragraph.

Item 20 Refer to Section 11A, page 11A-2, paragraph, Impeller. Delete all sentences after the first sentence and substitute the following:

The impeller and shaft shall have a tapered fit and keyed to prevent rotation release or shall be threaded. The impeller shall be secured with a locknut or lock screw. Impeller shall have pumpout vanes cast integrally on back side. Tapered impeller shall be provided with two tapped holes for jacking bolts.
Item 21 Refer to Section 11A, page 11A-2, paragraphs titled, Shaft Seal. Delete the last sentence of the second paragraph, sentence beginning with the words, "The design must incorporate..."

Item 22 Refer to Section 11A, page 11A-2, paragraph titled, Motors. Change "motor Type 1-H" to "motor Type 1". Delete the last sentence beginning with the words "Special motors..."

Item 23 Refer to Section 11A, page 11A-2, paragraph, Drives. Delete the third sentence beginning with "V-belt drive..." and delete the last sentence beginning with the words "Checking of belt tension..." on page 11A-3.

Item 24 Refer to Section 11A, page 11A-3, paragraph titled, AUTOMATIC OPERATION. Change "1 minute" to "3 minutes" in the second sentence of the first paragraph. Add "Refer to Sheet 35, Control Schematic," to the end of the second paragraph.

Item 25 Refer to Section 11A, page 11A-4, paragraph, Engine Controls. Delete that portion of the first sentence starting with the words, "as manufactured by..."

Item 26 Refer to Section 11A, Pump Station No. 1, subsection B, Materials. Add the following paragraph:

PLAN AND CONSTRUCTION REVISIONS

The physical layout on the Plans is based on the use of the first suppliers' product listed. Where any modifications or deviations from the Contract drawings are required by the materials or equipment, the Contractor shall prepare and submit to the Engineer detailed drawings showing all modifications in structures, reinforcing steel, piping, electrical and mechanical work, etc., to adapt the Contract drawings to the alternate materials or equipment. The Engineer will review such drawings and either approve them or indicate thereon changes necessary to comply with the project requirements. The Contractor shall revise any unapproved drawings and resubmit them to the Engineer. The cost of the above drawings required as a result of substituted items of materials or equipment and the actual construction cost increase, if any, shall be included in the bid prices in the Proposal.

Item 27 Refer to Section 11B of the Specifications. On page 1, paragraph 4, change "460 volts" to "230 volts."

Item 28 Refer to Section 11C of the Specifications. On page 1, paragraph 8, change "240 volts" to "230 volts."
Item 29  Refer to Section 11D of the Specifications. On pages 3 and 4 under MOTORS, change "460 volts" to "230 volts" and delete "Heater 120-watt space heater."

Item 30  Refer to Section 11E of the Specifications. On page 1, paragraph 6, change "240 volts" to "230 volts" and change "Type 1-H" to "Type 1." On page 2, paragraph 2, change "240 volts" to "230 volts" and change "Type 1-H" to "Type 1."

Item 31  Refer to Section 11F of the Specifications. On page 2, paragraph 1, change "460 volts" to "230 volts."

Item 32  Refer to Section 11G of the Specifications. At the top of page 2, change "Type 1-H" to "Type 1" and change "Type 2-H" to "Type 2."

Item 33  Refer to Section 12A, Laboratory Furnishings, page 12A-2, paragraph Laboratory Sink. Delete the second sentence beginning with, "The sink faucet..."

Item 34  Refer to Section 12A, Laboratory Furnishings. Add the following paragraph:

EMERGENCY EYE WASH STATION

Provide and install one emergency eye wash station in the laboratory. The eye wash station shall be WVR Scientific Company, Model 56611-031-1150, Scientific Products Company, Model S 1350-1, or equal.

Item 35  Refer to Section 13A, Steel Reservoir. Page 13A-2, paragraph, Pipe Connections. Delete "and one 3/4-inch copper tubing seal assembly." On page 3, delete the paragraph titled "Pot Housing."

Item 36  Refer to Section 13A, Steel Reservoir, page 13A-1, paragraph, Manufacturer's Standard Design, add the following at the end of the last sentence: ", except that a steel reservoir may be provided with a 3/4 to 12 roof pitch and without the eave knuckle as shown on the Plans".

Item 37  Refer to Section 13A, Steel Reservoir, page 13A-2, add the following paragraph:

INLET PIPE

Fabricate inlet pipe of steel pipe conforming to section, Pressure Pipe and Fittings. All steel pipe shall be cement lined and coated unless otherwise specified.
Item 38 Refer to Section 13A, Steel Reservoir. Page 13A-2, paragraph titled, Handrails. Add the following sentence: "Provide and install the toe boards in compliance with OSHA standards."

Item 39 Refer to Section 13A, Steel Reservoir, page 13A-2, paragraph Shell Manhole. Delete the first sentence and substitute the following sentence: "Provide two manholes with a minimum clear opening of 30 inches as shown on the Plans, or provide two standard manholes as specified in AWWA D100 with a clear opening of 24 inches."

Item 40 Refer to Section 13A, Steel Reservoir, page 13A-3. Delete paragraph, Painters' Trolley Ring.

Item 41 Refer to Section 13A, Steel Reservoir, page 13A-3, paragraph, Roof Vent. Delete the first sentence and substitute the following: "Provide and install a manufacturer's standard vent with a screen to exclude insects and other foreign matter from the Reservoir." Delete the fourth sentence beginning with "Provide and install a Farr..."

Item 42 Refer to Section 13A, Steel Reservoir, page 13A-5, Subsection D, Payment. Delete the last three words "the overflow pipe," and add "470 feet of 8-inch overflow pressure pipe, gate valves, and flap gates, complete installation as shown on the Plans."

Item 43 Refer to Section 15A, page 15A-5. Add the following after the second paragraph:

"Sewer Service Connection. Each 4-inch sewer lateral shall be connected to the existing house plumbing. Plug and seal the remaining open pipe end running to the septic tank or other discharge point."

Item 44 Refer to Section 15A, page 15A-4. Delete the last sentence of the next to last paragraph.

Item 45 Refer to Section 15A, page 15A-5, paragraph, ABS Composite and Solid Wall Pipe. Change the title of the paragraph to read, "ABS Composite and Solid Wall Pipe and PVC Pipe."

Item 46 Refer to Section 15A, page 15A-6, paragraph titled, Laterals. In the last line of the last sentence delete the words "and connection to existing house plumbing" and substitute "to the point of connection to existing house plumbing." On Page 15A-7, paragraph titled, Connection to Existing House Plumbing, add the words "Payment for the connection will include all labor, fittings, and materials to make the connection and will include the capping and sealing of any open pipes remaining as a result of the connection."
Item 47 Refer to Section 15D, page 15D-3, paragraphs titled, Sluice Gates. Delete the words "and the return flow pump station" from the first sentence of the first paragraph.

Item 48 Refer to Section 15D, page 15D-4, paragraphs titled, "Pressure Reducing Valves Greater than 2-1/2 Inches." Delete "shall prevent backflow and," from the last sentence of the first paragraph. In the last sentence of the second paragraph, change "Clayton 91-01" to "Clayton 90-01" and Change "Bailey 400-c" to "Bailey 400."

Item 49 Refer to Section 15D, page 15D-7, paragraph titled, "Fire Hydrants." Change "48-inch bury" of the second sentence to "30-inch bury."

Item 50 Refer to Section 15D, page 15D-7. Delete the paragraph titled, Water Meters (Main).

Item 51 Refer to Section 15D, page 15D-7, paragraph titled, water Meters." In the first sentence, delete the words "cast iron or stainless steel casing, and stainless steel interior, ". In the last sentence add "Rockwell" to the list of manufacturers.

Item 52 Refer to Section 15E, page 15E-3. Add the following paragraph after the fourth paragraph:

HOUSE CONNECTION. Connect the existing house water plumbing to the water service line. Cap and seal the remaining open water line from the well or other existing water supply.

Item 53 Refer to Section 15E, page 15E-2. Change the paragraph on Plastic Tubing to read as follows:

The plastic tubing shall be produced from polyethylene (PE-2306) as specified by ASTM D 2737 and shall bear the national sanitation seal for potable water.

Item 54 Refer to Section 15E, page 15E-3, paragraph, Service Connection Pipe. Delete the first three sentences and substitute the following sentence: "Payment for the service connection pipe will be made at the lump sum price bid for each house connection including connection to the water service at the property line."

Item 55 Refer to the Plans. Delete Sheets 5, 7, 9, 10, 15 and substitute the attached modified Sheets 5, 7, 9, 10, and 15.

Item 56 Refer to Sheet 32 of the Plans. On the Typical Fire Hydrant, Elevation section, change "36" min. bury" to "30" min. bury." Add the "Water Meter, Valves, and Meter Box Detail" drawing which is attached to Addendum No. 2.
Item 57 Refer to the electrical Plans. On Sheet 33, in Note 3, change "...Schedules C..." to "...Schedule C...." On Sheet 36, change pole 17 on Panel LPB from "spare" to "battery charger." Change return flow pumps from 15 hp to 5 hp, change their starters from NEMA Size 3 to NEMA Size 1, and change MCP from 100A to 30A. In the block diagram for pump Station No. 1, change the water pump from 5 hp to 10 hp.

Item 58 On Sheet 38, change aerators from 4 to 5 hp. Change return flow pumps from 15 to 5 hp.

Item 59 On Sheet 39, Pump Station No. 1, change the feeder to the potable water pump control to IC-3#6 + 1#10G. Change Panel B circuit numbers to LPB-16 for the exhaust fan, LPB-14 for the lights, and LPB-18 for the receptacles. Add a branch circuit, 3/8c-2#12, from LPB to the battery charger. Change sprinkler pumps from 2 to 10 hp.

Item 60 On Sheet 40, in the detail for "Cable Installation at Aerator," delete the entire "NOTE: Contractor to furnish..."

Item 61 On Sheet 41, change disconnect on well site plan from 30 amp to 60 amp. On the one-line diagram, change the aerators from 4 hp to 5 hp. Change the sprinkler pumps from 2 hp to 10 hp. Change the sprinkler pump starters from NEMA Size 1 to NEMA Size 2, and change their MCP's from 30A to 50A. Change the main breaker from 150A to 200A, and change the service feeder from 2C-4#3/0 to 2-1/2C-4#4/0.

Item 62 Section 2C, page 2C-9, paragraph titled, Reservoir and Aeration Cell Bottoms. Delete this paragraph and insert the following:

After the bottoms of the reservoir and aeration cell have been brought to within 0.2 feet of final grade, scarify or overexcavate to a depth of 12 inches below final grade. Bring the pond bottoms to final specified grade using material that is less than 6 inches in greatest dimension and contains at least 50 percent by weight passing the number 4 sieve. The material shall be placed in the pond bottoms in at least 2 lifts and compacted to at least 90 percent of the maximum dry density. Moisture shall be as specified below. Any damage to the pond liner shall be repaired by the Contractor at no cost to the Owner.
All bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by signing in the space provided below, and submitting the signed Addendum with the Bid. Bids submitted without this Addendum will be considered informal.

Sincerely,

CH2M HILL CALIFORNIA, INC.

Ed Santarosa

Receipt acknowledged and conditions agreed to on this 3rd day of December 1977.

[Signature]

By [Signature]
ADDENDUM NO. 3
TO THE
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
COULTERVILLE WASTEWATER AND WATER
FACILITIES IMPROVEMENTS

TO: All Planholders 26 October 1977

Gentlemen:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the above named project. This addendum shall become a part of said Contract Documents. Each Bidder shall sign and date the addendum and submit it with his proposal as required herein.

Item 1 Refer to the first page of the INVITATION TO BID. Delete the third and fourth lines of the first paragraph and substitute the following: "the 8th day of November 1977 at 2:30 p.m., or as soon thereafter as is practical, the bids will be publicly opened and read for the construction of:"

Item 2 Refer to the first page of the INVITATION TO BID. Add the following paragraph at the end of the page:

Access to the treatment and disposal site, Schedule B, will be provided between the hours of 1:00 and 4:00 p.m. on 1 November 1977 and 3 November 1977. Bidders interested in inspecting the site will be allowed to do so on these dates after first checking in with the property owner's representative located at the ranch facilities shown on Sheets 12 and 13 of the drawings.

Item 3 Refer to the Bidders' Checklist following INSTRUCTIONS TO BIDDERS. Add "(Schedule C)" at the end of Item No. 9 and delete Items No. 10 and 11.

All bidders shall acknowledge receipt and acceptance of this Addendum No. 3 by signing in the space provided below, and submitting the signed Addendum with the Bid. Bids submitted without this Addendum will be considered informal.

Sincerely,

CH2M HILL CALIFORNIA, INC.

[Signature]

Ed Santarosa

Receipt acknowledged and conditions agreed to on this ___ day of November, 1977.

[Signature]

Tournesol Resources Hana Inc.

Bidder

By

[Signature]
ADDENDUM NO. 4
TO THE
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
COULTERVILLE WASTEWATER AND WATER
FACILITIES IMPROVEMENTS

To: All Planholders

1 November 1977
M1029.A2

Gentlemen:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the above named project. This addendum shall become a part of said Contract Documents. Each bidder shall sign and date the addendum and submit it with his proposal as required herein.

Item 1 Refer to the first page of the INVITATION TO BID. Delete the first four lines in the first paragraph and substitute the following:

Sealed Proposals will be received at the office of the County Clerk located in the County Courthouse, Mariposa, California, 95338, until 2:00 p.m. local time, on the 8th day of November 1977. At 2:30 p.m., or as soon thereafter as is practical, the bids will be publicly opened and read for the construction of:

Item 2 Refer to the first page of the proposal attached to Addendum No. 2. Add the following paragraph at the end of the page:

The Schedule C Contractor declares that he hereby proposes to begin on-site labor on a significant part of the Coulterville water supply project within 10 calendar days after execution of Contract.

Item 3 Refer to Section 1A, General Requirements, page 1A-11. Add the following subarticle to the end of the article titled, TRAFFIC CONTROL:

ACCESS TO ROLFE RANCH

The Contractor shall not interrupt at any time access from Highway 132 along the interceptor route to the Rolfe Ranch or to the Rolfe Ranch area surrounding the treatment and disposal site.
In the event the existing access road is closed during construction, an alternative access road acceptable to the ranch owners shall be provided to the areas indicated.

Item 4
Refer to Section 1A, General Requirements, page 1A-13. Add the following subarticle at the end of the article titled, SITE RESTORATION AND CLEANUP.

INTERCEPTOR ROUTE

In addition to any conditions and requirements contained in these Contract Documents, the Contractor shall restore the existing road along the interceptor route to its original or better than original condition. Payment for this item shall be considered as being included in the lump sum bid for the applicable portion of the project."

Item 5
Refer to Section 15B, Pressure Pipe and Fittings, page 15B-2, article, FLANGED DUCTILE IRON FITTINGS. Delete the word "DUCTILE" in the article heading. Add the following sentence at the end of the first paragraph: "Fittings may be either cast iron or ductile iron."

Item 6
Refer to Section 15B, Pressure Pipe and Fittings, page 15B-2, article, POLYVINYL CHLORIDE PIPE. Change the sentence titled "Fittings" to read as follows: "Fittings shall be Schedule 80 conforming to ASTM D 2467 or ASTM 2464, or fittings shall be cast iron with a minimum pressure rating of 125 psi conforming to AWWA C 110 with cement mortar lining conforming to AWWA C 104."

All bidders shall acknowledge receipt and acceptance of this addendum No. 4 by signing in the space provided below, and submitting the signed addendum with the Bid. Bids submitted without this addendum will be considered informal.

Sincerely,

CH2M HILL CALIFORNIA, INC.

Ed Santarosa

Receipt acknowledged and conditions agreed to on this day of __________, 1977.

By _______________________________
ADDENDUM NO. 5
TO THE
CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF THE
COULTERVILLE WASTEWATER AND WATER
FACILITIES IMPROVEMENTS

To: All Planholders

3 November 1977
M1029.A2

Gentlemen:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the above named project. This addendum shall become a part of said Contract Documents. Each bidder shall sign and date the addendum and submit it with his proposal as required herein.

Item 1 Refer to page 3 of the Supplemental Conditions article titled, ITEM "BASIS OF AWARD" and to Item 8 of Addendum No. 2. At the end of the sentence after the word "Owner" add the following: "provided the combination results in the lowest total bid for Schedules A and B."

All bidders shall acknowledge receipt and acceptance of this Addendum No. 5 by signing in the space provided below, and submitting the signed addendum with the Bid. Bids submitted without this addendum will be considered informal.

Sincerely,

CH2M HILL CALIFORNIA, INC.

Ed Santarosa

Receipt acknowledged and conditions agreed to on this ___ day of November 1977.

Bidder

By
Mariposa County Building Department  
P.O. Box 1268  
Mariposa, California 95338

Attention: Mr. Larry James  
County Building Inspector

Re: Mariposa Parking Facility  
EDA Project No. 07-11-01725.1

November 16, 1977

Dear Sir:

In accordance with the instructions of the County Board of Supervisors the attached proposed Contract Change Order No. 1 is hereby submitted for your review and approval. You will note that the proposed reinforced concrete retaining walls have been designed by an outside consulting structural engineer and have been reviewed and approved by our office. If you have any questions concerning this proposal, please contact us at once.

Please signify your approval of the proposed Change Order by signing this letter in the space provided below and return one copy to this office. Thank you for your cooperation.

Sincerely,

McGlasson & Associates  
Consulting Engineers

G.H. Nichols  
Project Engineer

I have reviewed the above-described Contract Change Order No. 1 and hereby signify my acceptance and approval.

Larry James  
Mariposa County Building Inspector
Ref. File No. 1413
November 16, 1977

Mariposa County Road Department
4639 Ben Hur Road
Mariposa, California 95338

Attention: Mr. Peter Arturo
County Engineer

Re: Mariposa Parking District
EDA Project No. 07-11-01725.1

Dear Sir:

In accordance with the instructions of the County Board of Supervisors the attached proposed Contract Change Order No. 1 is hereby submitted for your review and approval. You will note that the proposed reinforced concrete retaining walls have been designed by an outside consulting structural engineer and have been reviewed and approved by our office. If you have any questions concerning this proposal, please contact us at once.

Please signify your approval of the proposed Change Order by signing this letter in the space provided below and return one copy to this office. Thank you for your cooperation.

Sincerely,

McGlasson & Associates
Consulting Engineers

G.H. Nichols
Project Engineer

I have reviewed the above-described Contract Change Order No. 1 and hereby signify my acceptance and approval.

Peter Arturo
Mariposa County Engineer
**CONTRACT CHANGE ORDER**

To (Contractor)  
Gentz Construction Company  
P.O. Box 4347  
Fresno, California 93744

You are hereby requested to comply with the following changes from the contract plans and specifications:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of changes - quantities, units, unit prices, change in completion schedule, etc.</th>
<th>Decrease in contract price</th>
<th>Increase in contract price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Item No. 5: Change Steel Bin-Type Retaining Wall to Reinforced-Concrete Cantilever-Type Retaining Wall. Per attached approved shop drawings. Add standard galvanized steel handrail in top of wall.</td>
<td>-0-</td>
<td>-0-</td>
</tr>
<tr>
<td>2</td>
<td>Bid Item No. 6: Change Concrete-Block Retaining Walls to Reinforced-Concrete. Revise walls and footings per attached approved shop drawings.</td>
<td>-0-</td>
<td>-0-</td>
</tr>
</tbody>
</table>

Change in contract price due to this Change Order:

- Total decrease: 0
- Total increase: 0
- Difference between Col. (3) and (4): 0
- Net (increase) (decrease) contract price: 0

$0 - $0

The sum of $0 is hereby (added to) (deducted from) the total contract price, and the total adjusted contract price to date thereby is $272,652.70.

The time provided for completion in the contract is unaltered by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

No contract change orders will be binding upon the Economic Development Administration without prior approval in writing by EDA. General Terms, Public Works agreements pursuant to 42 U.S.C. 3141 and 13 C.F.R. 305.98 (d).

Recommended by:  
Architect/Engineer: McGlasson & Associates

Accepted by:  
Contractor: Gentz Construction Co.

Approved by:  
Owner: County of Mariposa

Date: November 16, 1977

[Signature]

USCOMM-DC 63642-P77
1. Necessity for change:
Contractor requested change for his own convenience, as he will do work himself with labor and equipment already in the area and with materials obtained locally, rather than let subcontracts to non-local contractors. Designs are equivalent or superior from an engineering standpoint. Local residents are in favor of the change for the above-stated reasons and because they feel the finished job will present a better appearance.

2. Is proposed change an alternate bid?  ☑ No

3. Will proposed change alter the physical size of the project?  ☑ No
   If "Yes," explain.

4. Effect of this change on other prime contractors:
   none

5. Has consent of surety been obtained?  ☑ Not necessary

6. Will this change affect expiration or extent of insurance coverage?  ☑ No
   If "Yes," will the policies be extended?

7. Effect on operation and maintenance costs:
   none

Frank L. Long/s  11/22/77
Owner  County of Mariposa  Date
The Board of Supervisors of the County of Mariposa met in regular session at 9:30 a.m., November 29, 1977, with all Supervisors present.

The minutes of November 22, 1977, were approved as published.

On motion of Dalton, seconded by Clark, the following items on the consent agenda were approved: Tax cancellation #77-59, secured, Bierk; #77-68, secured, Newman, approved. Designated books from the District Attorney's office to be given to Coulterville Historical Society.

On motion of Dalton, seconded by Owings, former office supplies (two-drawer horizontal file cabinet; four-drawer file cabinet; two-door metal storage locker) from Coulterville Justice Court assigned to District Attorney's office.

Chairman approved J.B. Eckerson's statement for services rendered in the amount of $2,975 for preparation and two-day hearing in Sacramento regarding Equalization Order.

On motion of Dalton, seconded by Clark, Chairman authorized to direct Orin Bennett, Moldenhauer, Bennett & Co., to add South Fork Power Project study to Mariposa North study.

On motion of Dalton, seconded by Clark, Norelco Dictation System in the amount of $1414.46 to be purchased with anti-recession funds. County Counsel to contact Stanton Office Machine Co. to order one Norelco 186 Transcriber; four Norelco NT-1 Portable Recorders; twenty Norelco cassettes.

On motion of Clark, seconded by Owings, second reading of Ord. 470, Holiday Ordinance, was waived. On motion of Owings, seconded by Clark, Ord. 470, Holiday Ordinance, was passed and adopted.

On motion of Dalton, seconded by Owings, the following properties were approved for inclusion into Mariposa County Timber Preserve Zone with placement on List C: Frank and Essie A. Pursell, 9591 Bondurant Mine Road, Coulterville; Walter C. and Mary Platto Runyan, 11063 Dexter Road, Coulterville; William H. and Jeannette L. O'Neil, 9587 Bondurant Mine Road, Coulterville.

Board referred Dept. of Food and Agriculture's EIR on Pesticide Use to EIR TAC Committee for review and subsequent report to the Board.

Ord. 471, Animal Ordinance, to be held in abeyance until Tuesday, December 13, 1977, at 2:00 p.m. SPCA to review the "draft" and provide comments to County Counsel and Board.

Mr. Henry Lowe discussed health hazard and nuisance caused by travel on dirt road near his home. County Counsel to request Planning Commission to supply more detailed information on the previous land divisions on the Schafer Road extension.

The time being 11:15 a.m., Board reviewed LDA #615 (Gimblin) Findings of Fact. On motion of Owings, seconded by Clark, decision on appeal will be held in abeyance pending a further report to the Planning Commission from the County Sanitarian and possibly a revised tentative map.

Chairman authorized County Counsel to prepare a letter to MCAG directing them to send OPR a Completion Report prior to the end of December, 1977. Letter to MCAG should indicate that their sending of Completion Report does not satisfy the contract with the County.
Letter from Calif. Regional Water Quality Control Board regarding Wawona wastewater collection and treatment facilities project to be referred to Orin Bennett, Moldenhauer, Bennett & Co., and County Sanitarian for a joint reply to letter. County Counsel to coordinate.

The Board met as the Water Agency.

The Board adjourned at 12:30 p.m. to meet in regular session Tuesday, December 6, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board of Supervisors
THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document B151

Abbreviated Form of Agreement Between Owner and Architect For Construction Projects of Limited Scope

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT made this 8th day of July in the year of Nineteen Hundred and seventy seven

BETWEEN the Owner: MARIPOSA COUNTY, CALIFORNIA and the Architect: DU PERTUIS AND HESSE INC., ARCHITECTS & PLANNERS

For the following Project: (Include detailed Project location and scope.) CATHEY'S VALLEY PARKING LOT

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

A. FOR SERVICES, as described in Article 1, compensation shall be: computed at $30/hour.

B. AN INITIAL PAYMENT OF dollars ($) shall be made upon execution of this Agreement and credited to the Owner's account.

C. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Paragraph 4.3.

D. IF PROJECT SCOPE or Article 1 services are changed materially, or if services covered by this Agreement have not been completed within ( ) months of the date hereof, the amount of compensation shall be subject to renegotiation.
TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT’S SERVICES

The Architect’s Services consist of the four phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 11 as related to a single Stipulated Sum Construction Contract. The extent of the Architect’s duties and responsibilities and the limitations of his authority as assigned hereunder shall not be modified without his written consent.

DESIGN PHASE

1.1 The Architect shall prepare Design Studies consisting of drawings and other documents for approval by the Owner, and shall submit to the Owner a Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.2 The Architect shall prepare from the approved Design Studies, Drawings and Specifications setting forth in detail the requirements for the Project, and shall submit an adjusted Statement of Probable Construction Cost.

1.2.1 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.3 The Architect, following the Owner’s approval of the Construction Documents and of the adjusted Statement of Probable Construction Cost, shall assist the Owner in obtaining bids and in awarding the Construction Contract.

CONSTRUCTION PHASE

1.4 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.4.1 The Architect shall provide general Administration of the Construction Contract, as set forth below.

1.4.2 All of the Owner’s instructions to the Contractor shall be issued through the Architect. The Architect shall prepare all Change Orders.

1.4.3 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. 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.

1.4.4 Based on such observations at the site and on the Contractor’s Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect’s observations at the site as provided in Subparagraph 1.4.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Architect’s knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.4.5 The Architect shall be the interpreter of the requirements of the Contract Documents and the impartial judge of performance thereunder by both the Owner and Contractor, and shall make decisions on all claims of the Owner and Contractor relating thereto.

1.4.6 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.4.7 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, and shall issue a final Certificate for Payment.

1.4.8 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or their agents or employees, or any other persons performing any of the Work.

ARTICLE 2

THE OWNER’S RESPONSIBILITIES

2.1 The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

2.2 The Owner shall furnish full information about and affecting the site, including a certified land survey, and
when deemed necessary by the Architect, soil test reports or the services of a soil engineer.

2.3 The Owner shall furnish laboratory tests, inspections, and reports as required by law or the Contract Documents.

2.4 The Owner shall furnish such legal, accounting and insurance counseling services necessary for the Project, and such auditing services as he may require to ascertain how the Contractor has used the money paid to him.

2.5 The information, surveys, and reports required by Paragraphs 2.1 through 2.4 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.6 If the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, he shall give prompt written notice to the Architect.

2.7 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

**ARTICLE 3**

**CONSTRUCTION COST**

3.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the cost of all such Work, including the cost of labor, materials and equipment furnished by the Owner and the cost of managing construction; or

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work or portions of the Work for which no such bid or proposal is received, the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, right-of-way, or other costs which are the responsibility of the Owner in Paragraphs 2.1 through 2.4 inclusive.

3.3 The Architect cannot and does not guarantee that bids will not vary from Statements of Probable Construction Cost or other cost estimates prepared by him.

3.4 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent, and if it is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall discharge his responsibility by modifying the Drawings and Specifications, and having done so, shall be entitled to compensation in accordance with this Agreement.

**ARTICLE 4**

**PAYMENTS TO THE ARCHITECT**

4.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

4.2 Payments for Services shall be made monthly, in proportion to services performed. If compensation is on the basis of a fixed fee or percentage of construction cost it shall, at the completion of each Phase, equal the following percentages of the total Compensation:

- Design Phase 35%
- Construction Documents Phase 75%
- Bidding or Negotiation Phase 80%
- Construction Phase 100%

4.3 Payment for Reimbursable Expenses shall be made monthly. Reimbursable Expenses are in addition to compensation and include actual expenditures made by the Architect for the Project for: travel and subsistence; long distance calls; fees paid to governmental authorities; renderings and models required by the Owner; Owner authorized overtime; reproductions, postage and handling of Drawings and Specifications, excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

4.4 No deductions shall be made from the Architect's compensation on account of sums withheld from payments to contractors.

4.5 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid for services performed prior to receipt of such notice from the Owner together with all termination expenses. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

4.6 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after date of billing.

**ARTICLE 5**

**TERMINATION OF AGREEMENT**

5.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses, plus termination expenses.

5.2 Termination expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination as follows:

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20 percent if termination occurs during the Design Phase; or
10 percent if termination occurs during the Construction Documents Phase; or
5 percent if termination occurs during any subsequent phase.

ARTICLE 6
OWNERSHIP OF DOCUMENTS

Drawings and Specification as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 7
SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign his interest in this Agreement without the written consent of the other.

ARTICLE 8
ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. In no event shall the demand for arbitration be made after the date when such dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final.

ARTICLE 9
EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 10
GOVERNING LAW

This Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 11
OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER
MARIPOSA COUNTY

ARCHITECT
DU PERTUIS & HESSE INC., ARCHITECTS & PLANNERS

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© 1974 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
The Board of Supervisors of the County of Mariposa met in regular session at 10:00 a.m., December 6, 1977, with all Supervisors present.

The minutes of November 29, 1977, were approved as mailed.

On motion of Owings, seconded by Dalton, the following items on the consent agenda were approved: Travel - Stephen Dunbar, Assessor, California Assessor’s Association Standards, San Diego, December 6-7/77; County Clerk and one deputy, Fair Political Practices Commission Seminar, Sacramento, December 14, 1977. Tax Cancellations - Interwest Corp. and California Bankers Trust, secured, Tax Collector's errors; No. 77-78, secured, Tifft; No. 77-80, secured, Scott; No. 77-81, secured, Parker; No. 77-83, secured, Spranz.

Peter Artero, Road Commissioner, spoke regarding Road Department matters.

On motion of Clark, seconded by Owings, expenditure of $1200 of anti-recession monies approved for Scott property: $500 for parking lot wall; $700 for grading and gravel.

On motion of Dalton, seconded by Clark, Chairman authorized to sign Deeds of Easement for Coulterville Wastewater Facility, and County Counsel directed to record.

On motion of Dalton, seconded by Clark, Chairman authorized to sign Escrow Instructions for Smith property in Coulterville (water storage reservoir site). On motion of Dalton, seconded by Clark, Auditor authorized to draw a warrant from Water Development Fund, in the amount of $1871, payable to Mariposa County Title Co. for the purchase of the Smith property in Coulterville.

The Board acting as the Mariposa Downtown Parking District Board of Directors, passed and adopted Res. 77-172, Determining Unpaid Assessments and Providing for Issuance of Bonds for Downtown Parking District No. 1, on motion of Clark, seconded by Dalton. On motion of Clark, seconded by Owings, Res. 77-173 was passed and adopted, awarding sale of bonds for Downtown Parking District No. 1.

Mr. David Rosenberg, Governor's representative for interviewing potential District No. 4 Supervisors, spoke.

Bruce Jacobs, Planning Commission Chairman, spoke regarding Ord. 366, Agriculture Exclusion Zone, indicating changes necessary to be in compliance with the Williamson Act. County Counsel to incorporate Planning Commission’s recommendations in Ord. 366 and return to Planning Commission for review.

On motion of Dalton, seconded by Owings, Auditor is directed to draw a warrant in the amount of $28,386 payable to, and deposited with, the County Clerk's office. Monies necessary due to Combined Order of the Superior Court fixing security, regarding Rolfe Condemnation, Coulterville Wastewater Facility.

On motion of Dalton, seconded by Clark, Res. 77-174 was passed and adopted: transfer of $1033 for leach lines in Cathey's Valley from Plant Acquisition-Recreation to Recreation & Parks - Darrah Best Rooms; appropriation from General Contingency of $90.83 for Red Cloud Library carpeting.

On motion of Dalton, seconded by Clark, the Board met in Executive Session on a legal matter. Present were County Counsel, Sheriff, Paul Paige, County Sanitarian, John Thomson, Assistant Building Inspector, Tom Higgins.
The time being 11:00 a.m., the public hearing on Hearing de Novo LDA #630 (Locke) was heard. Mr. Locke presented Exhibit #1, "Amended Tentative Parcel Map", Exhibit #2, "Letter from Environmental Consultant Services re Soil Examination and Percolation Testing, dated Nov. 16, 1976", Exhibit #3, "Letter from Environmental Consultant Service re Soil Examination and Percolation Testing on Parcels "B" and "C", dated June 27, 1977", Exhibit #4, "Letter from Environmental Consultant Service re Revised Report—Soil Examination and Percolation Testing on Parcels "B" and "C", dated June 16, 1977". Exhibits were admitted into evidence. Discussion ensued between the Board, Mr. Locke, County Sanitarian, John Thomson, and Planning Commission Chairman, Bruce Jacobs, regarding the nine Findings of Fact. The public hearing was closed at 12:11 p.m.

The Board adjourned for lunch at 12:11 p.m., and reconvened in regular session at 2:00 p.m.

Chairman Frank Long opened the Public Hearing at 2:00 p.m. to hear comments from the public on conditions present to allocation of Mariposa County Local Transportation Commission Funds for local streets and roads pursuant to Section 1658 of the California Administrative Code. There were no comments from the public, and the hearing was closed at 2:07 p.m.

On motion of Dalton, seconded by Clark, design changes for old D.A.'s office to be sent to the Historical Sites Preservation Commission for review and approval.

Rich Begley, Rec. & Parks Director, spoke regarding 1974 State Park Bond Act. On motion of Clark, seconded by Dalton, Chairman authorized to sign agreement between Architect and County for architect services for construction of Cathey's Valley Parking Lot.

The Board granted approval for the Chairman to obtain an additional telephone number in his home to be used for Board business.

Craig McDonnell presented proposals for a pick-up truck to be used by the Maintenance Department.

On motion of Dalton, seconded by Owings, Chairman authorized to approve Progress Payment No. 3, Mariposa Parking District No. 1: Gentz Construction, $37,092.60; McGlasson & Associates, $2,055.00.

On motion of Dalton, seconded by Owings, the Board's action of November 29, 1977, regarding properties approved for inclusion into Mariposa County Timber Preserve Zone with placement on List C was rescinded. On motion of Clark, seconded by Dalton, applications for inclusion into Mariposa County Timber Preserve Zone, List A, B, or C, will be referred to the Planning Commission for review and public hearings.

John Rotondo spoke regarding Ceta matters.

On motion of Dalton, seconded by Owings, Chairman authorized to sign contract with John C. Fremont Hospital for Mariposa County Indigent Aid Program; Board rescinded its action of Nov. 1, 1977, adopting previous contract.

On motion of Clark, seconded by Dalton, the Board upheld the Planning Commission's nine Findings of Fact on the appeal of LDA #630 (Locke). Ayes: Clark, Dalton, Long. No: Owings. County Counsel to prepare Board's findings.

June Millar appointed to the Agriculture Advisory Committee for a period of three months.
Discussion ensued regarding the Recreation & Parks Department's theft of 1977 Chevrolet pick-up and tools. Replacement of these items to be discussed at the Board's meeting of January 10, 1978.

Craig McDonnell spoke regarding additional bids on pick-up for the Maintenance Department. He was directed to secure additional information and report back to the Board.

There being no further business, the Board adjourned at 4:15 p.m. to meet in regular session, Tuesday, December 13, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board of Supervisors
INDIGENT AID CONTRACT

THIS AGREEMENT, made at Mariposa, California, this 1st day of November, 1977, by and between the BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, hereinafter designated "FIRST PARTY" and the BOARD OF DIRECTORS OF THE JOHN C. FREMONT HOSPITAL DISTRICT, hereinafter designated "SECOND PARTY".

WITNESSETH:

SECOND PARTY agrees to make its hospital facilities available to persons entitled to aid under the Mariposa County Indigent Aid Program. (This contract shall incorporate the provisions of Assembly Bill 371 covering the extension of "Label Relief" to county contract hospitals.)

It is mutually agreed that the rates payable to SECOND PARTY by FIRST PARTY on account of hospital services provided hospital patients in the John C. Fremont Hospital under the Mariposa County Indigent Aid Program, from November 1, 1977, to June 30, 1978, both days included, shall be as follows:

Said rate payable shall be the prevailing rate allowed in behalf of Medi-Cal patients during the specified period of time for which care was provided.

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

APPROVED AS TO FORM:

FIRST PARTY: BOARD OF SUPERVISORS
COUNTY OF MARIPOSA

NEIL B. WILLIAMS, CO. COUNSEL
DATE: December 6, 1977

FRANK L. LONG, CHAIRMAN

SECOND PARTY: BOARD OF DIRECTORS
JOHN C. FREMONT
HOSPITAL DISTRICT

ATTEST:

ELLEN BRONSON, COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD

HERBERT R. DAVIS, CHAIRMAN
BOARD OF SUPERVISORS

Page 22, Mariposa County Record, December 13, 1977

The Board of Supervisors of the County of Mariposa met at 9:45 a.m. this 13th day of December, 1977, in regular session with all members present.

Mr. Jack Kelly, Reed, Roberts Associates Unemployment Tax Supervisor and CSAC Program Coordinator, discussed County's cost and administration of unemployment insurance.

The minutes of December 6, 1977, were approved as mailed.

The following claims were approved as presented:

- Anti-Recession Operating: $10,101.13
- Hornitos Lighting Fund: 55.14
- Coulterville Lighting: 137.86
- Mariposa Parking Construction Fund: 39,147.60
- Road Fund: 72,416.71
- Manpower Fund: 617.43
- S.A.P. Fund: 170.72
- Revenue Sharing Operating: 3,541.37
- Don Pedro Sewer Zone: 574.97
- County Service Area No. 1-M (Mariposa Pines): 142.31
- County Service Area No. 1-M (Lake Don Pedro): 688.66
- Yosemite West Maintenance District: 2,889.99
- Water Agency Fund: 30,778.20
- Law Library Fund: 126.45
- Recreation & Parks Fund: 4,861.54
- Contingent Fund: 4,753.64
- Mariposa Parking Maintenance Dist.: 400.00
- General Fund: 90,406.43

On motion of Clark, seconded by Owings, Tax Cancellation 77-848, Parsons, and 77-855, McKenzie, were approved as part of the consent agenda.

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Dalton, Res. 77-175 was passed and adopted, apportionment of $67,171 Federal-Aid for Safer Off-System Roads. On motion of Owings, seconded by Dalton, funds as stated above are to be used for improvement of Hirsch Road.

On motion of Owings, seconded by Clark, the Road Commissioner is authorized to proceed with negotiations to acquire 60' deeded right-of-way on Carleton Road.

The time being 10:30 a.m., the bids on grader blades were opened and referred to the Road Commissioner for recommendation.

Robert Borchard, Planner/Grantsman, discussed matters relating to the General Plan and Agriculture Preserve Act. On motion of Clark, seconded by Dalton, the filing date of applications for Agriculture Preserve is extended from January 1, 1978, to January 15, 1978.

On motion of Owings, seconded by Dalton, the low bid of Industrial Parts Depot, Inc., for grader blades in the amount of $1,955 is accepted upon recommendation of the Road Commissioner.

On motion of Owings, seconded by Dalton, travel request of Steve Dunbar, Assessor, is approved: County to pay room and board, one-half of registration fee, and textbooks for training re appraisal of complex income properties, 1/7-21/78, Bloomington, Indiana.
At 11:15 a.m., the public hearing to consider the application of Kenneth Cooke for a County-wide disposal certificate of convenience and necessity was opened. Testimony was received and hearing continued to December 27, 1977, at 11:15 a.m. in order for Mr. Cooke to present written evidence.

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

On motion of Owings, seconded by Dalton, the Chairman was authorized to sign agreement with W.K. Thomas, DVM, for Rabies Control Program.

On motion of Clark, seconded by Dalton, a $25.00 additional rate was approved for special care cases regarding the Boarding Home Program with the Welfare Department.

On motion of Clark, seconded by Owings, Arlin Baldwin is appointed Social Worker III, effective January 1, 1978, Range 123-129, Step 5.

On motion of Dalton, seconded by Clark, $2,190.62 is to be paid from the Vehicle Damage Fund for theft of items from the Parks & Rec. Department.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign project agreement with the State of California, under the Bond Act of 1974, for new Mariposa athletic field.

Clerk to notify Road Dept. requesting historical analysis, ownership of underlying fee, etc., regarding Centre Street (also known as Park Street) in Coulterville.

On motion of Clark, seconded by Owings, Chairman authorized to sign agreement with ATAAP from January, 1978, to June, 1978, for senior assistance program.

The Board meeting as the Board of Directors of the Yosemite West Maintenance District passed and adopted Res. 77-6 accepting offer of Grant by EDA to develop new water sources, on motion of Owings, seconded by Clark.

On motion of Clark, seconded by Dalton, the Board adopted the following Hearing Summary and Findings related to LDA #630 (Locke):

Public Hearing de Novo

Hal Locke Appeal

Land Division Application No. 630

The record reflected denial of the above-referenced land division application by the Planning Commission on September 29, 1977, with findings in support of the denial accepted by the Planning Commission on October 6, 1977. The Board of Supervisors, sitting as Appeal Board, conducted a Hearing de Novo on the applicant's appeal on Nov. 8, 1977. The Appeal Hearing was opened on November 8, 1977, and testimony and evidence was received. The Board referred the matter back to the Planning Commission for revised Findings of Fact as a result of the appellant's request that the land division be changed from a three-parcel split to a two-parcel split. The Planning Commission on November 10, 1977, denied the revised land division application and remitted said denial to the Board of Supervisors with nine Findings of Fact.

The Board of Supervisors reopened the Hearing on Tuesday, December 6, 1977. The applicant appeared in person, and the Planning Commission was represented by Chairman Bruce Jacobs and Planner Grantsman, Bob Borchard. Testimony was received from the applicant and from County Sanitarian, John Thomson.
The applicant submitted a revised map and three written percolation test reports in support of his appeal. The Board of Supervisors referred to the entire file and record as submitted by the Planning Commission, including the nine Findings of Fact adopted by the Planning Commission on November 10, 1977.

The Board of Supervisors adopted the nine Findings of Fact dated November 10, 1977, and denied said appeal on the basis of the testimony, evidence, and adoption of the nine Findings of Fact as submitted by the Planning Commission.

On motion of Dalton, seconded by Clark, the Chairman was authorized to sign Deeds of Easement relating to Coulterville Wastewater/Water Facilities and County Counsel to record same.

On motion of Owings, seconded by Dalton, a public hearing is set for Feb. 28, 1978, at 2:00 p.m. to consider the application of Genevieve Booth for her land to be zoned Agriculture Exclusive.

On motion of Clark, seconded by Owings, the resignation of Frank Weatherford from the ATAAP Advisory Board is accepted with regret. Clerk to post notice of vacancy as required.

There being no further business, the Board adjourned at 4:45 p.m. to meet in regular session Tuesday, December 20, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
Agreement Between the
Area Technical Agency for Aging Programs (ATAAP)
and Sub-Grantees

Sub-Grantee: Mariposa County Board of Supervisors
Contract Number: #5401-A

1. (a) This project, herein designated as Mariposa County Senior

Assistance Program
shall be carried out in accordance with Title III of the Older
American’s Act (OAA) of 1965 as amended, the program regulations,
guidelines and directives thereto, federal, state and local laws and
ordinances, the various reporting requirements of ATAAP and project
grant application, all of which are or may be operative during the
term of this contract.

(b) In addition, this project shall be carried out in accordance and
consistent with the terms and conditions of the project grant
application to provide fourth year funding for Information & Referral,
Transportation, Escort & Outreach

as approved by ATAAP in making this award.

(c) In the event of any conflict between the provisions set forth in
sub-paragraph 1 (a) and the terms and conditions of the project grant
application, the provisions listed in sub-paragraph 1 (a) shall control.

(d) In the event of any conflict between the provisions of this agreement
and the project grant application, the provisions of this agreement
shall control.

(e) Copies of all documents set forth in sub-paragraph 1 (a) hereto, are
available for inspection at the ATAAP Offices, 1100 Kansas Avenue,
Suite E, Modesto, CA.

(f) The commencement of any and all terms and provisions of the project grant application shall be contingent upon receipt of funds by ATAAP from the California Department of Aging.

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

3. The term of this agreement shall be from January 1, 1978 to June 30, 1978, subject however, to earlier termination as herein provided.

4. In consideration of the on-going performance of the above named project in a manner considered satisfactory to and by ATAAP, the amount of this Grant is $5,000, which is derived solely from federal funds for fiscal year 1977/1978 and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the total contract amount shall be paid to the sub-grantee not more frequently than monthly, in advance, during the term of this agreement up to the total contract amount and upon receipt and approval of a properly completed Report of Expenditures and Request for Payment in duplicate (2) supported by a currently monthly program activity report and other reports as may be required by ATAAP. Sub-grantee's in-kind contribution documentation shall be kept on file in the designated project business office unless otherwise directed by ATAAP.

5. Sub-grantee shall provide accurate accounting procedures whereby, federal OAA project funds and the non-federal funds used to earn such funds must be accounted for separately in the sub-grantee's accounting
system and accounted for separately from other funds under the sub-
grantee control.

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

7. ATAAP shall withhold funds for monthly payment to the sub-grantee if the
sub-grantee does not furnish ATAAP with proper expenditure reports in
keeping with budget line items no later than the first Thursday of each
month for which funds are requested. In addition, funds shall be with-
held for insufficient documentation relating to in-kind contributions
as required by law and for failure to submit required reports on the
non-fiscal aspects of program operations by a time and/or date specified
by ATAAP.
8. Upon termination or expiration of this agreement, sub-grantee shall immediately return to ATAAP upon written demand, any and all unencumbered funds or unearned funds or any equipment having a purchase price value of $100.00 or more, purchased with funds provided under this agreement, except in such cases as where the purchase of capital equipment is the sole object of the Project Grant Application.

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

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

11. Sub-grantee shall have no authority to contract for or on behalf of, or incur any obligations on behalf of ATAAP, the State of California or the Federal Government.

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

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

14. Within 30 days after the termination date of this agreement or within 30 days after the termination date of this agreement as provided in paragraph 3, whichever is earlier, the sub-grantee shall provide ATAAP with an audit which has been performed by a licensed accountant and which meets project audit standards specified in writing by ATAAP. Where sub-
grantee is a public entity, the audit required herein may be performed by
the sub-grantee's Chief Auditor or equivalent officer if in fact such
officer does not maintain direct administrative responsibility for the
authorized project.

15. Authorized ATAAP representatives shall have the right to evaluate sub-
grantee's performance pursuant to this agreement on at least a quarterly
basis, said evaluations to include but not be limited to audits, inspec-
tion of premises, and interviews of project staff and participants.

16. ATAAP or the sub-grantee may from time to time request changes in the
scope of the services of sub-grantee to be performed hereunder. Such
changes, including any increase or decrease in the amount of sub-grantee's
compensation, which are mutually agreed upon by and between ATAAP and
sub-grantee shall be effective when incorporated in written amendments to
the Agreement. No oral understanding or agreement, not incorporated
herein, shall be binding on the parties hereto.

The sub-grantee shall:

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

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

c. Furnish ATAAP, upon request, certificates of insurance to
d. The liability of sub-grantee is applicable to volunteers using their personal car for authorized project business, covering the extent of damage on that auto. Authorized project staff and volunteers shall be required to carry insurance personally for public liability in the amounts at a minimum of ($15,000 - $30,000).

e. The sub-grantee hereby assures ATAAP that the elderly, women and ethnic minorities will be given every opportunity to apply for employment within this Project and will be given preference in hiring and training whenever possible for which such persons qualify.

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

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

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

17. As used throughout this agreement, the term, "shall", is mandatory; the term, "may", is permissive.

18. This agreement shall not be considered effective until signed by the duly authorized officers of ATAAP and sub-grantee.
Signed this 13th day of December (month) in the year 1977.

For the Area Technical Agency for Aging Programs (ATAAP)

Signature: ____________________________
Haig Arakelian, Jr.

Position/Title: Chairman, Board of Directors of ATAAP

Address: 6248 Yosemite Blvd.
Modesto, CA 95351

For the Sub-grantee

Signature: ____________________________
Supervisor Carroll Clark

Position/Title: Chairman, Mariposa Board of Supervisors

Address: County Courthouse
Mariposa, CA 95338

Business: ____________________________
AGREEMENT

THIS AGREEMENT made and entered into at Mariposa,
California, this 7th day of December, 1977, by and between the
COUNTY OF MARIPOSA, acting by and through its Board of Supervisors,
hereinafter designated "FIRST PARTY", and WILLIAM K. THOMAS, D.V.M.,
4526 East Highway 140, Merced, California 95340, hereinafter de-
signated "SECOND PARTY".

WITNESSETH:

WHEREAS, Mariposa County has been designated a "rabies
area" within the meaning of Chapter 3, Article 1, of Division II of
California Health & Safety Code and Title 17 of California
Administrative Code; and

WHEREAS, FIRST PARTY is required to maintain an adequate
Rabies Control Program including licensing and vaccination of dogs
under the provisions of law above mentioned; and

WHEREAS, SECOND PARTY is both able and willing to assist
FIRST PARTY in conducting such a Rabies Control Program for the
County of Mariposa;

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

1. FIRST PARTY hereby appoints SECOND PARTY its agent
for the purpose of licensing and vaccinating dogs from or within
the County of Mariposa in connection with any Control Program
now or as hereafter maintained under State or County laws now
existing or as hereafter enacted.

2. SECOND PARTY hereby agrees to conduct clinics for the
purpose of licensing, registering, and vaccinating dogs in the
manner now or hereafter prescribed by law in the County of Mariposa
and to perform such other acts as may be reasonably incidental to
the holding of such clinics and the licensing and vaccination of
dogs from or within the County of Mariposa under State or County
laws now existing or hereafter enacted.

3. FIRST PARTY agrees to pay the cost of any license
tags, receipt books, or registration forms required by SECOND PARTY
for carrying on his duties hereunder.

FIRST PARTY will not furnish any assistance in conducting
said clinics, and SECOND PARTY agrees to be entirely responsible
for the conducting of said clinics.

4. SECOND PARTY agrees to charge a fee not to exceed
Four Dollars ($4.00) for each chick-embryo type vaccination which
he makes pursuant to this Agreement. The vaccination fee shall in
all cases be collected from the owner of the dog vaccinated, not
from FIRST PARTY.

5. FIRST PARTY shall not be required to pay, or SECOND
PARTY shall not be entitled to receive from FIRST PARTY, any com-
pen.sation or wage for performance of his duties under this
Agreement. SECOND PARTY shall not be subject to the direction or
control of FIRST PARTY in the manner in which he performs his
duties hereunder and shall at all times have the status of an in-
dependent contractor.

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

///
///
IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

DATED: 12/13/77

WILLIAM K. THOMAS, D.V.M.
SECOND PARTY

Frank L. Long/s
FRANK L. LONG, JR., CHAIRMAN
BOARD OF SUPERVISORS
COUNTY OF MARIPOSA
FIRST PARTY

ATTEST:

ELLEN BRONSON, COUNTY CLERK AND EX OFFICIO CLERK OF THE BOARD
STATE OF CALIFORNIA
Resources Agency
Department of Parks and Recreation

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

Project Title: New Mariposa Athletic Field

Applicant: County of Mariposa
Project Number: 22-0008

Project Performance Period: from date of execution by the Director of the Department of Parks and Recreation of California to June 30, 1981.

Description of Project (and purposes for which grant moneys were requested):

Project development includes site preparation, irrigation system, landscaping and backstop for athletic field.

Budget Act of 1976 and 1977

1. Allocated for acquisition 414(94) 176
2. Allocated for development $56,000

Total State Grant not to exceed $ 56,000

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

County of Mariposa

Applicant

By: Richard S. Begley/s
Title: Director of Parks and Recreation
Date: Dec. 13, 1977

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: Chairman, Board of Supervisors
Title: Chairman, Board of Supervisors
Date: Dec. 13, 1977

DPR 463 (Rev. 4/76)
STATE BEACH, PARK, RECREATIONAL AND HISTORICAL FACILITIES BOND ACT OF 1974
Project Agreement
Special Provisions

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the State Beach, Park, Recreational and Historical Facilities Bond Act of 1974 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement.
4. The term "Applicant" as used herein means the party described as applicant on page 1 of this agreement.

B. Project Execution

1. Subject to the availability of grant moneys in the Act, the State hereby grants to the Applicant a sum of money (grant moneys) not to exceed the amount stated on page 1 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 and under the terms and conditions set forth in this agreement.
   Applicant agrees to assume any obligation to furnish any additional funds that may be necessary to complete the project. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval.
2. The Applicant agrees to complete the Project in accordance with the time of project performance set forth on Page 1 and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans and specifications shall be reviewed and approved by the State.
4. The Applicant shall secure completion of the development work in accordance with the approved development plans and specifications or Force Account Schedule.
5. The Applicant shall permit periodic site visits by the State to determine if development work is in accordance with the approved plans and specifications or Force Account Schedule, including a final inspection upon Project completion.
6. All significant deviations from the Project shall be submitted to the State for prior approval.
7. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by the applicant's approved appraisal of such property which has also been approved by state or the amount established as compensation by a nonisolated final judgment in an eminent domain proceeding. The approved appraisal report (prepared in accordance with Government Code Section 7267 to 7267.7 inclusive) used to establish the fair market value or compensation shall be furnished to state for review and approval. Applicant agrees to furnish state additional supportive appraisal material or justification as may be requested by state.
   Applicant agrees to furnish State preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by State. Applicant agrees in negotiated purchases to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project. In condemnation actions such title defects must be eliminated by the final judgment.
8. Applicant in acquiring real property, the cost of which is to be reimbursed with grant moneys under this agreement, shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request.
Project Costs

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

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

2. If the Project includes development, after approval by State of Applicant's plans and specifications or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Applicant upon receipt and approval by State of a statement of incurred costs from Applicant, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. State may disburse up to 90% of the State grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of a statement of estimated costs from Applicant.

The statements to be submitted by Applicant shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by force account. Statements shall not be submitted more frequently than ninety day periods unless otherwise requested by State.

Modifications of the development plan and schedule must be approved by State prior to any deviation from the State approved plan and schedule unless previously authorized by the State.

D. Project Administration

1. The Applicant shall promptly submit such reports as the State may request.

In any event Applicant shall provide State a report showing total final Project expenditures.

2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the State upon request.

3. The Applicant shall use any monies advanced by the State under the terms of this agreement solely for the Project herein described.

4. If grant monies are advanced, the Applicant shall place such monies in a separate interest-bearing account, setting up and identifying such account prior to the advance, interest earned on grant monies shall be used on the project or paid to the State. If grant monies are advanced and not expended, the unused portion of the grant shall be returned to the State within 60 days of completion of the Project or end of the Project performance period, whichever is earlier.

5. Gross income that is earned by the Applicant from a state approved non-recreational use on an acquisition project, subsequent to taking title by the Applicant, must be used by the Applicant for recreational purposes at the Project.

E. Project Termination

1. The Applicant may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.

2. Failure by the Applicant to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.

3. Failure of the Applicant to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the applicant. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement.
4. Because the benefit to be derived by the State, from the full compliance by the Applicant with the terms of this agreement, is the preservation, protection and net increase in the quantity and quality of beaches, parks, public outdoor recreation facilities and historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant money under the terms of this agreement, the Applicant agrees that payment by the Applicant to the State of an amount equal to the amount of the grant money disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Applicant of this agreement. The Applicant further agrees therefore, that the appropriate remedy in the event of a breach by the Applicant of this agreement shall be the specific performance of this agreement.

F. Hold Harmless

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

2. Applicant shall indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 655.2 or otherwise except for liability arising out of the concurrent or sole negligence of State, its officers, agents, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 655 et seq., the Applicant shall notify State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event State shall bear its own litigation costs, expenses, and attorney’s fees.

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

G. Financial Records

1. The Applicant shall maintain satisfactory financial accounts, documents and records for the Project and shall make them available to the State for auditing at reasonable times. Such accounts, documents and records shall be retained by the Applicant for three years following project termination or completion.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Applicant shall maintain and make available for inspection by State accurate records of all of its costs, disbursements and receipts with respect to its activities under this agreement.

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

H. Use of Facilities

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

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

I. Nondiscrimination

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

2. The Applicant shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
The Board of Supervisors of the County of Mariposa met at 10:00 a.m., this 20th day of December, 1977, in regular session with all members present.

The minutes of December 13, 1977, were approved as mailed.

On motion of Owings, seconded by Clark, the consent agenda was approved: Planning Commission secretary to attend Subdivision Map Act Class, Livermore, 1/6/78.

On motion of Dalton, seconded by Owings, Road Commissioner, Peter Artero, authorized to go to bid on welding supplies, recapped tires, and batteries for Road Department. Bids to be opened on 1/17/78

On motion of Owings, seconded by Dalton, Road Commissioner authorized to negotiate and purchase rubber tire loader.

On motion of Owings, seconded by Clark, Res. 77-176 was passed and adopted, Rejection of Dedication, Charlie R. and Opal L. Patrick.

Bob Borchard, Planner/Grantsman, spoke regarding AE Zone procedures of notification for Preserve inclusion.

On motion of Clark, seconded by Owings, Res. 77-177 was passed and adopted: additional $2,000 appropriated to Superior Court for Grand Jury audit.

On motion of Clark, seconded by Owings, Chairman authorized to sign Disclaimer on a Class Action Lawsuit, McClung vs So. Calif. Savings & Loan Association.

Herb Davis spoke re the possibility of additional Federal or State funds for the Mariposa-Yosemite Airport taxiway. This will be turned over to the Airport Advisory Committee for review and report back to the Board within 45 days.

Mr. John Pettine and Mr. Bill Gillispie, Caltrans, spoke re left-hand turn lanes on Highway 140.

On motion of Clark, seconded by Owings, Chairman authorized to write a letter to Caltrans stating that the Board of Supervisors approve Caltrans' proposal of future passing lanes, and that the Board will not go to public hearing regarding this.

Peter Artero, Road Commissioner, discussed possibility of County doing the construction of Mariposa-Yosemite Airport taxiway.

Discussion ensued regarding LDA 615 (Gimblin). Board to review and make findings at meeting of December 27, 1977.

On motion of Dalton, seconded by Clark, the Board committed $20,000 of FY78 Revenue Sharing Funds to John C. Fremont Hospital for the purchase of x-ray equipment.

On motion of Clark, seconded by Owings, Don Cripe, Agriculture Commissioner, will be issued a County Telephone Credit Card for Mariposa County business calls.

On motion of Dalton, seconded by Clark, Chairman authorized to sign agreement with Conley & Freeman for three street surveys.
On motion of Clark, seconded by Dalton, Chairman authorized to call for carpeting proposals for new Board of Supervisors office.

Clerk directed to contact Gary Foss regarding preparation of job description and salary range for secretary to the Board of Supervisors.

On motion of Dalton, seconded by Clark, Chairman authorized to sign Denials of Claims for Damages, Anthony J. Locke and Lana Long.

On motion of Clark, seconded by Owings, Chairman authorized to sign Denials of Claims for Damages, Mariposa County Telephone Company, Inc.

On motion of Owings, seconded by Dalton, County Clerk/Registrar of Voters authorized to mail one ballot pamphlet to each household where two or more voters with the same surname reside, pursuant to Senate Bill 65, Chapter 520, 1977.

On motion of Owings, seconded by Clark, Paul E. Paige, Sheriff-Coroner is appointed Deputy Registrar of Vital Statistics.

There being no further business, the Board adjourned at 4:00 p.m. to meet in regular session Tuesday, December 27, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & ex officio Clerk of the Board
WORK AGREEMENT AND AUTHORIZATION:

THIS AGREEMENT, entered into at Mariposa, Calif.
on the 6th day of December, 1977, by and between

Mariposa County Board of Supervisors, Mr. Frank Long, Chairman

P.O. Box 247 Mariposa, Calif. 95338

hereinafter called "Client", and the firm of Conley and Freeman - Land Surveyors, 5337 Bullion Street, P.O. Box 703, Mariposa, California, 95338, hereinafter called "Surveyor".

WITNESSETH:

WHEREAS, the Client desires survey and record of Survey Maps on

Jessie St., 6th St., 5th St., and Charles St., in the town of

Mariposa, Calif.

hereinafter called the "Project".

NOW, THEREFORE, the Client and Surveyor for mutual consideration hereinafter set forth, agree as follows:

A. Surveyor agrees to perform certain professional services for Client as follows:

- perform survey as required to establish and monument street right of ways
- and prepare record of Survey Maps showing any building encroachments within
  said right of ways on Jessie St. between 7th and 8th Sts.; 8th St. from
  Jessie St. to its westerly terminus; 5th St. from Hwy 140 to its westerly
  terminus; Charles St. from 8th St. to 11th St.

B. Client agrees to pay Surveyor as compensation for his professional services as follows:

Charges to be based upon enclosed fee schedule dated June 1, 1974.

All accounts not paid on due date shall be charged 1 1/2% per month finance charge (an annual percentage rate of 18%) applied to the unpaid balance.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms and conditions above stated the day and year first above written.

CLIENT:                   SURVEYOR:

By:  Chairman, Board of Supervisors

By:  [Signature]

Please sign and return original copy. Keep carbon for your files.
RATE SCHEDULE
(effective June 1, 1974)

Surveying service provided within Mariposa, Merced, Madera and Tuolumne Counties will be billed at the following hourly rates:

- Professional $15.00
- Technical (computing) 15.00
- Drafting 12.00
- Research (field & office) 10.00
- Typing 10.00
- One Man (field) 10.00
- Two Man Crew 25.00
- Three Man Crew 30.00

Ordinary supplies and equipment are included in the rates quoted herein.

Reproduction of maps, plans, etc. will be charged for at the prevailing commercial rates.

William M. Conley L.S.

Jerome S. Freeman L.S.
The Board of Supervisors of the County of Mariposa met at 10:00 a.m. this 27th day of December, 1977, in regular session with all members present.

The minutes of December 20, 1977, were approved as mailed.

On motion of Owings, seconded by Clark, the consent agenda was approved: Ralph Campbell, District Attorney, meeting of all California District Attorneys, 1/4-6/78, Palm Springs; Planner/Grantisman, Bob Borchard, Commissioners Tune and Brouilletet, General Plan Course, Oakland, 2/3/78.

On motion of Clark, seconded by Owings, E.W. Mueller, Justice Court Judge, was authorized travel to Modesto, 12/28/77, Judicial Task Force Meeting.

On motion of Owings, seconded by Clark, three employees from the Road Department authorized to travel to Stockton, 2/6-9/78, to attend a Materials Lab.

Peter Artero, Road Commissioner, discussed Mariposa County Improvement Standards for Minor Subdivisions. Chairman asked if there was a motion to adopt standards. No motion, thus Planning Commission will continue to work with County Road Standards for Major/Minor Subdivisions, Ord. 429.

On motion of Owings, seconded by Clark, MCAG and Planner/Grantisman, Bob Borchard, are to present the final draft of the General Plan for acceptance to the Board on 2/7/78, and set 2/14/78 for adoption.

On motion of Clark, seconded by Owings, Planner Grantsman, Bob Borchard, authorized to hire a Ceta employee for a period of 45 days for preparing and typing the General Plan.

Supervisor Dalton excused due to possible conflict of interest.

The time being 11:15 a.m., Cooke's Disposal Service public hearing was continued. No evidence was presented by Mr. Cooke showing a need for a second disposal service. Supervisor Clark moved that the hearing be closed. Motion failed for lack of second. Supervisor Owings moved to give Mr. Cooke a permit to operate county-wide. Motion failed for lack of second. On advice of County Counsel, since the Board took no affirmative action, Mr. Cooke's application for county-wide disposal service automatically dies. Public hearing closed at 11:50 a.m.

Supervisor Dalton returned to the meeting.

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

The time being 2:00 p.m., the Board made its Findings of Fact on LDA #615 (Gimblin). County Counsel to prepare the Findings based on discussion. However, no action will be taken until Mr. Gimblin brings in another letter from adjacent property owner regarding his understanding of future splits on his property. Further discussion to take place Tuesday, 1/3/78, 11:00 a.m.

Auditor, Barbara Saye, and Assessor, Steve Dunbar, discussed budget matters. On motion of Clark, seconded by Dalton, Res. 77-178 was passed and adopted: Miscellaneous Transfers and Appropriations, attached; transfer of $1250 for Board of Equalization Services from Assessor's Auditing Services Account; appropriation from General Contingency Fund of $307.89 for Maintenance Department's purchase of new pick-up from Roth Chevrolet. On motion of Owings, seconded by Clark, Maintenance Department authorized to advertise sale of old pick-up.

On motion of Clark, seconded by Owings, upon recommendation by Assessor, requests for copies of the Assessor's map books will be charged as follows: time and material to run copies, charged accordingly, plus $5.00 per book.
On motion of Clark, seconded by Owings, CSAC to be advised of no change in Mariposa County's representative on CSAC Board of Directors: Frank L. Long, Director, Eugene Dalton, Alternate.

On motion of Clark, seconded by Owings, Res. 77-179 was passed and adopted, Rural & Urban Development Strategy.

County Clerk, Ellen Bronson, spoke regarding secretary to the Board.

On motion of Clark, seconded by Owings, Res. 77-180 was passed and adopted, establishing position and salary range for Secretary to the Board/Public Information Officer, range 108-124, $826-$969.

Supervisor Owings requested to be excused after 11:00 a.m. from 1/3/78 meeting. Chairman granted permission.

Supervisors Owings and Clark discussed their feelings regarding new Chairman to be appointed 1/3/78, 2:00 p.m., since Supervisor Owings will be absent at time of vote, County Clerk, Ellen Bronson, will take the gavel on 1/3/78, 2:00 p.m., and call for an election.

On motion of Dalton, seconded by Clark, authorization was given for the following letters to be written: Clerk to write letter to District Ranger, Bill Holland, outlining the Crocker Ridge Road agreement made during Supervisors Clark and Dalton's meeting with District Ranger Bill Holland.

1. Gates will remain locked until spring;
2. In spring after road is serviced, Crocker Ridge Road will remain open until heavy rain and snow in the fall.
3. In the fall, the gate location will be changed, as agreed, in order to keep other roads opened.
4. The gates will be removed after the road has major improvements resulting from the Crocker Ridge Logging Sale.

County Counsel directed to write to Congressman Sisk opposing land exchange between Forest Service and Parks Service until Parks Service has prepared an EIR and public hearings held.

On motion of Owings, seconded by Clark, Res. 77-181 was passed and adopted, Department of Social Welfare Indigent Aid Program Establishing Rules and Regulations Governing General Relief and Emergency Aid.

County Counsel to prepare letter to the Parks Service and property owners in Wawona advising once again that the National Parks Service does not have jurisdiction in Wawona, and that Mariposa County will not condone the actions of the NPS with regard to their methods of securing property.

On motion of Dalton, seconded by Owings, Building Inspection, Larry James, to be advised to proceed with building permit requirements for Gentz Construction Co. regarding Mariposa Parking Lots.

Supervisor Owings excused for possible conflict of interest.

On motion of Clark, seconded by Dalton, proposal of $1079.45 accepted from Mariposa Floor Covering for carpeting of three offices: County Counsel, secretaries, and Board's office.

Supervisor Owings returned to the meeting.

On motion of Owings, seconded by Clark, Board adjourned at 4:20 p.m. to meet in Executive Session and reconvene in regular session. Those present included County Counsel and County Clerk, Ellen Bronson.
The Board reconvened in regular session at 5:00 p.m.

On motion of Owings, seconded by Clark, Supervisor Dalton authorized to negotiate for a well-site for the Coulterville Service Area. This to be coordinated with Orin Bennett and County Counsel.

On motion of Owings, seconded by Clark, Donna Matlock appointed as secretary to the Board. Ms. Matlock to give County Clerk notice of voluntary termination effective 1/15/78. Ms. Matlock will be in Step 4 of salary range 108-124, with her anniversary date remaining the same.

There being no further business, the Board adjourned at 5:20 p.m. to meet in regular session Tuesday, January 3, 1978, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

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