The Board of Supervisors of the County of Mariposa met this 5th day of July, 1977 at 9:15 a.m. with all members present.

The minutes of June 28, 1977 were approved as published.

Travel authorization: Stephen Dunbar, Assessor, addition of 7/10 to previously authorized 7/11-14/77 re Board of Equalization Course on valuation of Open Space Lands, Williamson Act Lands, etc., Sacramento; Donna Matlock, Deputy County Clerk, Seminar-Fair Political Practices, Sacramento, 7/7/77, approved on motion of Clark, seconded by Walton.

Elmer Lorenzi, Lorenzi-Masasso Insurance Agency, discussed budget matters.

Res. 77-101, adoption of contract with Dept. of Youth Authority for diagnostic services and temporary detention (Juvenile) and authorizes Chairman to sign said contract, was passed and adopted, on motion of Clark, seconded by Walton.

Res. 77-102, adoption of contract with Dept. of Youth Authority for diagnostic and treatment services and temporary detention (Adult) and authorizes Chairman to sign said contract, was passed and adopted, on motion of Walton, seconded by Clark.

Res. 77-103, opposing Assembly Bill 948, prohibiting enactment of local mobilehome foundation ordinances, was passed and adopted, on motion of Dalton, seconded by Clark.

On motion of Dalton, seconded by Clark, County Counsel was directed to write a letter to the State Department of Motor Vehicles urging them to make an administrative decision to license mobilehomes for the current year only and not require payment of penalties regarding certain mobilehomes.

The time being 10:30 a.m. bids for the Mariposa Parking District No. 1, EDA Project No. 07-11-01725 were opened, and referred to McGlasson & Associates for recommendation on July 12, 1977.

On motion of Dalton, seconded by Walton, the Chairman was authorized to sign EDA Freshwater Grant Application for Coulterville.

Walter Hoy, Sanitary Landfill Operator, and John Rotondo, Solid Waste Director, discussed solid waste disposal problems in Coulterville.

GOSNELL HEARING

Public Hearing on Land Division Application No. 573 was commenced at 2 p.m. on July 5, 1977. The Appeal Hearing was conducted as a Public Hearing De Novo. The Planning Commission was represented by Chairman Bruce Jacobs and Commissioners Tune and Bagwell. Applicant John Gosnell was represented by Merced Attorney Pat Quigley. John Pelton, prospective purchaser of Parcel "A" consisting of 220 acres, was also present.

The record reflected that an Application for Land Division Permit No. 573 dated February 9, 1977, had been filed with the Planning Commission seeking a division of 480 acres into one 240-acre parcel and two 120-acre parcels along with a request for waiver of final parcel map. The indicated purpose of the land division was for purposes of "sale". The original land division application was denied by the Planning Commission and was first heard by the Board of Supervisors, sitting as a Board of Appeals, on May 12, 1977. The matter was scheduled for a second appeal hearing on July 5, 1977, as a Public Hearing De Novo with the following findings and conclusions:

1. A Public Hearing was held on July 5, 1977, at 2 p.m., and due process requirements were met.

2. Applicant Gosnell withdrew his request for waiver of parcel map.

3. Applicant Gosnell and proposed purchaser Pelton stipulated that proposed Parcel "A", constituting 220 acres, would be sold to Pelton, a contiguous property owner.
4. Pelton stipulated that Parcel "A" will be merged with his existing contiguous acreage ownership for purposes of future land splits by Pelton or his assignees and that this condition appear on the final parcel map.

5. Applicant Gosnell stipulated that Parcels "B" and "C" will not be subject to future land splits and that this condition appear on the final parcel map.

6. Applicant Gosnell and Pelton stipulated that Pelton would be a required signatory on the final parcel map.

7. That the application of Gosnell is conditionally granted subject to the following conditions: on motion of Clark, seconded by Owings:
   a) That the required access easement as reflected on the final parcel map not exceed the maximum slope requirements of Mariposa County ordinances.
   b) That the final parcel map, prior to recordation, contain, in addition to the required Engineer's and Recorder's Certificate, a certificate reading as follows:

      Certificate of Special Land Use Conditions

      We, the undersigned, as a condition of this land division agree to the following special conditions which shall be inserted on the final parcel map under the parcels indicated:

      1. Parcel "A" shall merge with contiguous acreage owned by Roger Pelton.

      2. Parcel "B" and Parcel "C" shall be excluded from future land splits.

      John K. Gosnell

      Delva Gosnell

      Roger Pelton

   c) That the applicant comply with the minimum EIR requirements of Mariposa County applicable to land divisions.
   d) That the final parcel map be reviewed and approved by the Planning Commission prior to recordation.

On motion of Clark, seconded by Dalton, the Board met in executive session on a legal matter at the request of the District Attorney and State Building Inspector.

Marguerite Campbell, Maxine Jones, Carol Davis, Andre Moore and Frank Williams were reappointed to the Central California Health Systems Agency for terms of three years.

There being no further business the meeting adjourned at 4:45 p.m. to meet again in regular session at 10:00 a.m. on Tuesday, July 12, 1977.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-Officio
Clerk of the Board
"CR-J" Contract No. 127

JUVENILE COURT PLACEMENT AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND TEMPORARY DETENTION IN FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 19... at Sacramento, California by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF MARTIN COUNTY, hereinafter called the COUNTY.

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

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

1. In any case in which:

(a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best interest of the minor requires such treatment and diagnosis as can be made at a Youth Authority facility, and

(c) said Court orders that such a minor be placed temporarily in such a facility for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.
2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

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

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

5. All such persons while under temporary detention by the STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $1,410.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE, 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

7. The total amount of this agreement shall not exceed $10,000.00.

8. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

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

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
4241 Williamsborough Drive
Sacramento, California 95823

10. The period of this Agreement is from 7-1-77 to 6-30-78 inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

11. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.
12. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority
By
Title Deputy Director
Management Services Branch

COUNTY OF MARIPOSA
By
Title Board of Supervisors

4241 Williamsbourgh Drive
Address
Sacramento, California
City State

95823
Zip Code

County Courthouse
Address
Mariposa, California
City State

95338
Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 407.

[Signature]
Assistant Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age..." (Labor Code Section 1420.1)
MARIPOSA COUNTY RESOLUTION NO. 77-101

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

WHEREAS, the County of Mariposa desires to enter into such above-described contract with the Director of the Youth Authority;

NOW, THEREFORE, BE IT RESOLVED that Frank L. Long, Jr., Chairman of the Board of Supervisors, County of Mariposa, State of California, is hereby authorized to sign said Agreement ("CH-J" Contract No. 127) for the fiscal year 1977/78.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this 5th day of July, 1977, by the following vote:

AYES: Clark, Long, Walton, Owings

NOES: None

NOT VOTING: None

ABSENT: Dalton

ATTEST:

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

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

ATTEST: JUL 12 1977, 19

ELLEN BRONSON

County Clerk and ex-officio Clerk of the Board of Supervisors, County of Mariposa, State of California

Deputy
CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July 1977, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed and qualified Director of the Youth Authority, hereinafter called the STATE, and the COUNTY OF MARIPOSA, hereinafter called the COUNTY.

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

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

1. In any case in which:

(a) A Court of criminal jurisdiction has determined that the person comes within the provisions of Section 1731.5, and such a person is otherwise eligible for commitment to the Youth Authority, and

(b) said Court concludes that a proper disposition of the case requires such observation and diagnosis as can be made at a Youth Authority facility, and

(c) said Court orders that such person be placed temporarily in such a facility for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 1731.6 and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the person within the 90-day period.

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available. No such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.
2. COUNTY shall execute the Court Order by transporting such person to the facility indicated by the STATE and returning him therefrom to the Court at no expense to the STATE.

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

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

5. All such persons while under temporary detention by STATE pursuant to this contract shall be subject to the rules of the Youth Authority.

6. COUNTY agrees to pay to STATE the sum of $1,410.00 per month for each case studied, or for periods of less than a full month, COUNTY agrees to pay STATE 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the STATE for the costs incurred. COUNTY shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

7. Notwithstanding the provisions of Subdivision (a), the Youth Authority shall accept without cost to the COUNTY, any persons remanded pursuant to Section 707.2 of the Welfare and Institutions Code.

8. The total amount of this agreement shall not exceed $10,000.00.

9. This agreement may be amended by either party and shall become effective only upon approval by the State of California, Department of Finance and the Department of General Services.

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

   Said remittance shall be mailed to:

   Department of the Youth Authority
   Departmental Accounting Office
   4241 Williamsburgh Drive
   Sacramento, CA 95823

11. The period of this Agreement is from 7-1-77 to 6-30-78, inclusive; not to exceed one year, provided that the Agreement may be terminated by either party giving 30 days notice in writing.

12. COUNTY, hereinafter also known as Contractor, agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.
13. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under its signature to this Agreement. Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice given by such party to the other, as hereinbefore provided.

STATE OF CALIFORNIA
Department of the Youth Authority
By
Title Deputy Director
Management Services Branch

COUNTY OF MARIPosa
By
Title Board of Supervisors

4241 Williamsburg Drive
Address
Sacramento, California
City State
95823 Zip Code

County Courthouse
Address
Mariposa, California
City State
95338 Zip Code

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of Finance and Department of General Services' approval per Exemption Notice No. 407.

Bureau Chief
Management Services Branch

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

   (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

   (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

   * "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)
MARIPOSA COUNTY RESOLUTION NO. 77-102

WHEREAS, Sections 17521, 1731.6, and 704 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any county of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Criminal Court; and

WHEREAS, the County of Mariposa desires to enter into such above-described contract with the Director of the Youth Authority;

NOW, THEREFORE, BE IT RESOLVED that Frank L. Long, Jr., Chairman of the Board of Supervisors, County of Mariposa, State of California, is hereby authorized to sign said Agreement ("CR-A" Contract No. 164) for the fiscal year 1977/78.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA this 5th day of July, 1977, by the following vote:

AYES: Clark, Long, Walton

NOES: None

NOT VOTING: None

ABSENT: Dalton, Owings

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

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

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

ATTEST: ELLEN BRONSON
County Clerk and ex-officio Clerk of the Board of Supervisors, County of Mariposa, State of California

DEPUTY
The Board of Supervisors of the County of Mariposa met this 12th day of July, 1977 at 10:00 a.m. with all members present.

The minutes of July 5, 1977 were approved as mailed.

The following claims were approved as presented:

- Recreation and Parks Fund $3,594.44
- Federal Administration Fund 419.97
- Don Pedro Sewer Zone Fund 978.86
- County Service Area 1-M (Mariposa Pines) 107.10
- County Service Area 1-M (Lake Don Pedro) 323.17
- Yosemite West Maintenance Fund 1,914.65
- S.A.P. 69.86
- Water Development Fund 36,156.54
- Special Aviation Fund 259.75
- Anti-Recession Operating Fund 3,911.72
- Contingent Fund 8,239.45
- Road Fund 87,814.40
- General Fund 72,562.59

Peter Artiero, Road Commissioner, discussed road matters.

On motion of Walton, seconded by Owings, the Chairman was authorized to write a letter to Barry McDonald advising him that the fencing would be completed, as per contract, within 60 days.

Travel request of Recreation & Parks Director, Richard Begley, CSAC Park Directors Annual meeting, Monterey, 7/13-15/77 and Jack Leard, Chlorinator Safety Seminar, Merced, 7/14/77; Tax Cancellation 76-1 Secured, (Salles), overassessment; Tax Cancellation 76-94 Secured, and Request for Escape Assessment to be added to Assessment Roll, pursuant to Board's action of June 21, 1977: Auditor directed to draw a warrant to the Postmaster, $260 for postage meter to mail Unsecured Tax Statements, Treasurer, and to County Clerk, $3.71 for purchase of California Laws Relating to Youthful Offenders, on motion of Clark, seconded by Owings.

Res. 77-104, fixing the employers' contribution under the Meyers-Geddes State Employee's Medical and Hospital Care Act, was passed and adopted, on motion of Clark, seconded by Owings.

Res. 77-105, approving the Contract with State Dept. of Health, and authorizing the Chairman to sign, was passed and adopted, on motion of Clark, seconded by Owings.

On motion of Clark, seconded by Walton, the proposed formula regarding Liability Insurance for separate Districts, for which the Board sits as Board of Directors, was approved for the purpose of allocating cost.

On motion of Dalton, seconded by Walton, the public hearing on appeal from Planning Commission's Finding No. 3, Land Division Application #565 (Schutt), was set for August 2, 1977 at 10:45 a.m. Hearing to be de novo.

Public hearing regarding Notice of Improvement: Downtown Parking District No. 1, opened at 10:45 a.m. Peggy McElligott, Bonding Attorney, and G.H. Nichols, Project Engineer of McGlasson and Associates gave a written and oral report regarding bids alternatives. Comments from the audience and a letter of protest read into the record by the Chairman of the Commission.

On motion of Clark, seconded by Walton, County Counsel, Neil B. Van Winkle, directed to send a revised letter to EDA requesting an increase in funds for the Mariposa Downtown Parking Dist No. 1.
On motion of Dalton, seconded by Clark, the public hearing on the Mariposa Downtown Parking Dist., was continued to August 16, 1977 at 1:30 p.m. Clerk to post notice.

Res. 77-106, supporting SB 869 as amended regarding use of Federal Forest Highway funds, was passed and adopted on motion of Clark, seconded by Owings.

On motion of Walton, seconded by Owings, Chairman was authorized to proceed with a preliminary title search in regard to Charles Street between 8th and 9th and Jessie Street between 8th and 6th.

The Board adjourned for lunch at 12:00 noon.

The public hearing on adoption of the update of the Mariposa County Regional Transportation Plan, opened at 2:00 p.m., with the Board meeting as the Local Transportation Commission. Wilbur Elias, CALTRANS, presented the update. Hearing closed. Res. 77/LTC-1 adopting update of plan, as amended, was passed and adopted, on motion of Clark, seconded by Owings.

The revised work program to develop the Update of Regional Transportation, as presented by Wilbur Elias, CALTRANS, was adopted, on motion of Clark, seconded by Walton.

Ralph Walker, Chairman of the Board of Directors of MPUD, and Harold Bondshu, Director, discussed loan of funds for water development with interest at the going rate. On motion of Walton, seconded by Clark, County Counsel was directed to research the possibility of the County entering into a joint powers agreement with the Water Agency and MPUD.

District Attorney, Ralph J. Campbell, Leonard Gabrielson, Supt. of Bldgs. & Grounds and Craig McDonald, Custodian, discussed renovation of the Scout Building.

Barbara Saye, Auditor, discussed budget matters.

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

Ord. 460, rescinding that portion of Ordinance 448, was passed and adopted as an urgency ordinance, on motion of Walton, seconded by Clark.

Ord 461, amending Ord. 328, setting the Supervisors' salaries at $800 per month and Chairman's salary to be $900, effective October 1, 1977 was presented.

There being no further business the Board adjourned at 6:15 p.m. to meet again in regular session on Tuesday, July 19, 1977 at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & Ex-Officio Clerk of the Board
BOARD OF SUPERVISORS, COUNTY OF MARIPOSA

RESOLUTION NO. 77-105

WHEREAS, the County of Mariposa wishes to contract with the State Department of Health and assume specified licensing, approval, or consultation responsibilities in regard to community care facilities for fiscal year 1977/78; and

WHEREAS, the State Department of Health deems it advisable to delegate to the County of Mariposa the authority and responsibility for the inspection, program assistance, and securing of compliance with the Community Care Licensing Program laws and regulations and the mailing of State Department of Health licenses pursuant to contract number 77-58832.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mariposa does hereby approve said contract and authorizes the Chairman of the Board of Supervisors to sign said contract.

PASSED AND ADOPTED this 12th day of July, 1977, by the Board of Supervisors by the following vote:

AYES: Clark, Dalton, Long, Walton, Owings.

NOES: None

ABSENT: None

NOT VOTING: None

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

ATTEST:

ELLEN BRONSON, County Clerk and
Ex-Officio Clerk of the Board
THIS AGREEMENT, made and entered into this 1st day of July 1977, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

Chief, Program Services Branch
hereinafter called the State, and
County of Mariposa
hereinafter called the Contractor.

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

WHEREAS, under provisions of Section 1511 of the Health and Safety Code, the State Department of Health may contract for state, county, or other public agencies to assume specified licensing, approval, or consultation responsibilities in regard to community care facilities, and

WHEREAS, the State Department of Health deems it advisable to delegate to the County of Mariposa, through a contract, the authority and responsibility for the inspection, program assistance, and the securing of compliance with the Community Care Licensing Program laws and regulations and the mailing of State Department of Health licenses;

NOW THEREFORE, in accord with the conditions stated herein, it is mutually agreed as follows:

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

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

STATE OF CALIFORNIA

AGENCY
Department of Health
BY (AUTHORIZED SIGNATURE)

TITLE
Chief, Program Services Branch

CONTRACTOR

County of Mariposa

BY (AUTHORIZED SIGNATURE)

TITLE
Board of Supervisors

ADDRESS
Courthouse
Mariposa, CA 95338

AMOUNT ENCUMBERED

S

-0-

UNCENTERED BALANCE

S

100

ADJ. INCREASING ENCUMBERANCE

S

100

ADJ. DECREASING ENCUMBERANCE

S

100

FUNCTION
Encumbering for this contract pursuant to Interagency Agreement 77-58816 between DSH and DBP.

APPROPRIATION FUND

ITEM CHAPTER STATUTES 1977

T.B.A. NO. B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER DATE

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DATE

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

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 by the Department of Finance.

CONTINUED ON 4 SHEETS, EACH Bearing NAME OF CONTRACTOR

Exempt from Department of General Services approval per SAM Section 1206.
The Contractor, on demand, may use the Contractor under the agreement, and the premises, if any, shall be paid the work in any manner directed properly by the Sure. The cost of the Sure shall be deducted from the compensation paid to the Contractor under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement.

The Sure and the Contractor shall be held responsible to perform the compensation under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement. The Sure and the Contractor shall be held responsible to perform the compensation under the agreement.

The Contractor agrees to indemnify, defend, and save harmless the Sure, its officers, agents, and employees from any claims and losses arising from any damage or injury to any person while performing any compensation under the agreement. The Contractor agrees to indemnify, defend, and save harmless the Sure, its officers, agents, and employees from any claims and losses arising from any damage or injury to any person while performing any compensation under the agreement. The Contractor agrees to indemnify, defend, and save harmless the Sure, its officers, agents, and employees from any claims and losses arising from any damage or injury to any person while performing any compensation under the agreement. The Contractor agrees to indemnify, defend, and save harmless the Sure, its officers, agents, and employees from any claims and losses arising from any damage or injury to any person while performing any compensation under the agreement.
I. The County of Mariposa hereby accepts, as attested to by action of the Board of Supervisors, responsibility for the issuing of licenses and ongoing supervision of community care facilities located within the County, and assigns such responsibility to the appropriate county department. The Contractor agrees to perform licensing functions in the following community care facility categories: Small Family Home-Children; Large Family Home-Children.

II. The County shall:

A. Furnish the necessary accommodations, materials, and equipment to accomplish the licensing functions herein delegated.

B. Assure that adequate, qualified staff are made available to perform the licensing and survey functions as required in the laws and regulations governing the categories of facilities indicated in Section I above, and perform the functions outlined in Subsection C below.

C. Perform licensing functions covered by this contract limited to the following:

1. Preapplication.
   a. Present information regarding the specific regulations and legal requirements of obtaining a license.
   b. Address and mail applications, regulations, and other material.

2. The initial and renewal evaluation which includes:
   a. Processing written applications; obtaining and verifying supporting documents and information.
   b. Site visits and interviews to determine compliance with regulations.
   c. Preparation of reports related to site visits and interviews.
   d. Review of all documents and clearances to approve or disapprove applications.
COUNTY OF MARIPosa

3. Investigation of complaints and violations which includes:
   a. Personal contact with person making complaint to secure complete information on alleged health and safety violation or other regulatory noncompliance.
   b. Site visit, when necessary, to investigate complaint and talk with licensee and others involved.
   c. Coordination with fire department, building and sanitation department, or other agencies about complaints and violations.
   d. Additional contacts, as necessary, to verify information and obtain substantiating evidence for possible enforcement action.

4. Periodic, required, or requested site visits to licensed facilities to verify continued compliance with regulations.

5. Enforcement actions as prescribed by the State Department of Health to revoke the license, invoke civil penalties, or seek prosecution of provider in violation of licensing regulations.

6. Preparation, publishing, and distribution of a list of licensed homes or facilities.

7. Provide information and training to carry out the provisions of the Community Care Licensing Act.

8. All travel and administrative costs to accomplish the above items.

9. All tasks relating to the documentation of any of the functions listed above.

D. Conform to all laws and regulations pertaining to the licensing of community care facilities, the enforcement procedures established by the State Department of Health, and all procedures and forms established or approved by the State Department of Health.
E. Report licensing activities and information on the forms and in the manner and at the times specified by the State Department of Health.

F. Return to the State Department of Health, upon the termination of this contract, all records and materials in its possession as may be necessary for the State to reassume any licensing function.

III. The State Department of Health shall:

A. Retain responsibility for regulations, policies, guidelines, procedures, forms, setting fees, program consultation to the County, validation of licensing process, and coordination of Department of Justice, Bureau of Identification, clearances.

B. Assist the County in training staff to assure the provisions of Section II, B., are met.

C. Reimburse the County quarterly through Interagency Agreement No. 77-58816 with the Department of Benefit Payments for expenditures incurred. Reimbursement shall be made by the State, in arrears, at the end of each calendar quarter upon submission of the claim on the proper forms to the Department of Benefit Payments.

D. The total amount payable to the County by the State through the Department of Benefit Payments shall not exceed $1,410. Reimbursement will be made for the actual costs of services performed in accordance with paragraph II. G. The reimbursement shall not exceed $160 per new license issued, $66 per renewed license, $134 per withdrawal, and $361 per revocation.

E. Provide the Contractor with such records in its possession as may be necessary for use of the Contractor in assuming any new licensing functions not previously done.

IV. This contract shall become effective July 1, 1977 and shall terminate on June 30, 1978 except that either party to this agreement may terminate its obligation thereunder upon ninety (90) days’ written notice to the other party hereto.

V. In order to avoid any conflict of interest, the County relinquishes all licensing and survey functions for the county owned and/or operated facilities. The licensing functions for the county owned and/or operated facilities will be performed by the State Department of Health.
VI. The State Department of Health in its supervisory role reserves the right to examine the licensing records maintained by the County and to examine facilities that have had licenses delivered to them by the County, as is deemed necessary by the State Department of Health.

VII. The attached Exhibit A ($) entitled Additional Provisions is made a part hereof by this reference.

Attachment
(8) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(9) Officials Not to Benefit

No member of or delegate to Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(10) Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(11) Inspection

The State, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

(12) Nondiscrimination in Services, Benefits, and Facilities

The Contractor will not discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by state and federal law. For the purpose of this contract, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit or availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental handicap.
The Contractor shall comply with the procedures of the Department of Health.

Notice of Completion Process

Health’s, Affirmative Action Committee Process

The Contractor agrees that compliance with the procedures of the Department of Health, as set forth in the Department of Health’s Manual, shall be the exclusive and absolute authority of the Contractor.

Procedure for Completion Process
STATE OF CALIFORNIA
DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The attached Fair Employment Practices Addendum (Standard Form 3) by reference hereto is incorporated as part of this contract.

(2) Any reimbursement for necessary traveling expenses and per diem shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(3) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall, at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(4) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services or for any fee, or other payment, for consultation of one hundred fifty dollars ($150) or more per day. The Contractor must provide in his request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost, and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified. The Contractor must include in a written agreement with the vendor, or the subcontractor the following clause:

("Name of Vendor or Subcontractor) agrees to maintain and preserve, until three years after termination of (Contractor's name)'s agreement with the State of California, and to permit the State of California or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers and records of (Name of Vendor or Subcontractor) related to this (purchase order) or (subcontract)."

The terms "purchase order" and "subcontract" as used in this paragraph (4) only, excludes: (a) purchase orders not exceeding $1,000; and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
with these records by the chair of the committee for an acceptable report.

A final invoice and final reports by the committee, a final report shall be submitted by

section herein. If a final report is not received by the committee three months from the date of the final report, the committee may be discharged by

Chair of the Audit Committee

The report of the committee shall be subject to the consideration of the board of directors and shall be included in the annual report to the shareholders.

The committee shall be responsible for the following:

(a) Reviewing the financial statements of the corporation and the financial statements of the subsidiary corporations and the financial statements of the parent corporation and any other financial statements or reports issued by the corporation.

(b) Reviewing the internal controls of the corporation and the subsidiary corporations and the internal controls of the parent corporation and any other internal controls or reports issued by the corporation.

(c) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the corporation and the subsidiary corporations and the effectiveness of the parent corporation's compliance with the laws and regulations of the parent corporation.

(d) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(e) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(f) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(g) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(h) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(i) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.

(j) Reviewing the effectiveness of the corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation's compliance with the laws and regulations of the parent corporation.
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)
The Board of Supervisors of the County of Mariposa convened at 10:10 a.m. this 19th day of July, 1977, with Supervisors Clark, Dalton & Long present. Supervisor Owings and County Counsel having been previously excused to go to Washington, D. C., and Supervisor Walton excused due to illness.

The Board minutes of July 12, 1977, were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters. On motion of Dalton, seconded by Clark, the Road Commissioner was authorized to close the following roads, in cooperation with the residents of said roads, for the purpose of oiling: Oak Road, Hunter's Valley Road, White Rock Road and Buckeye Road.

Travel request of Judge Mueller, Judges' Assoc. Meeting, San Diego, 9/23-28/77; Arlin Baldwin, Licensing of Community Care Facilities, etc., Welfare Dept., 7/8/77 (Nunc Pro Tunc), Fresno; County Clerk and 2 deputies, Workshop on Determine Sentencing, 8/6/77, Fresno; 2 persons from County Clerk's Office, Seminar sponsored by Superior Court Clerks' Assoc., 9/26-27/77, Los Angeles; Tax Cancellations 77-3 & 77-4 Unsecured, 77-3 through 77-10 Secured; Res. 77-107 through 77-113 honoring retired employees Zelma Keyser, Harold Lawson, George Peck, Lois Harris, Tom R. Richardson, Norman E. Jaenecke and Allen Varain were approved, on motion of Dalton, seconded by Clark.

A public hearing in regard to Anti-Recession and Revenue Sharing Funds was set for 1:30 p.m., in the Board Room, July 26, 1977, on motion of Clark, seconded by Dalton. Clark to publish notice.

On motion of Clark, seconded by Dalton, Rich Begley, Parks & Recreation Director, was authorized to advertise for bids, for 30 passenger bus, minimum bid to be $3,500, said bids to be opened at 10:45 a.m. on August 9, 1977.

Planning Commission Chairman, Bruce Jacobs, discussed a proposal of 10 acre minimums in the watershed area and various other matters.

On motion of Clark, seconded by Dalton, the Board will sponsor a class in the Crescent Arabian Horse Show and showed Mrs. Virginia McLeod the plaque to be presented.

Res. 77-114, was passed and adopted, stating that the County has budgeted funds necessary to hire district manager to operate Coulterville Sewage Plant, on motion of Dalton, seconded by Clark.

Mrs. Dolores Jacobs, Chairman of the Mental Health Advisory Board, presented the Advisory Board's policies.

Ms. Margaret Smith discussed problems relating to the downtown area, in particular, crosswalks and juveniles loitering late at night in a boisterous manner.

On motion of Dalton, seconded by Clark, Res. 77-115, was passed and adopted, supporting AB776 (Fazio), concerning drought relief. Clerk to mail copies to all State Senators, California Cattlemen's Association, CSAC, RCRC and Assemblyman Fazio, Governor Brown and James Mulligan, Ombudsman.

Pacific Gas and Electric was authorized to remove 3 lights in the town of Hornitos as designated by Supervisors Clark and Long on July 18, 1977, on motion of Clark, seconded by Dalton.

On motion of Dalton, seconded by Clark, the Chairman was authorized to write a letter to the Office of Planning & Research regarding Urban Development Strategy.

Ed Leceister, Pres. of Taxpayers' Assoc., members of the Board and of the audience discussed the referendum petition, Ordinance No. 460 and Ordinance No. 461.

Mr. Arnold Soares requested that the Supervisors keep the public informed regarding matters when the Board takes part in out-of-town sessions relating to County business.

Ordinance No. 461, relating to the Board members' salaries, was passed and adopted, having been previously presented.
The Board of Supervisors adjourned at 4:30 p.m. to meet again in special session to discuss department budgets Monday, July 25, 1977, at 9:00 a.m.

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 at 9:00 a.m. this 25th day of July, 1977 with all members present.

The Board and Barbara Saye, Auditor-Recorder, met with department heads to discuss budget matters.

There being no further business, the board adjourned at 4:30 p.m. to meet again in regular session on July 26, 1977 at 10:00 a.m.

FRANK L. LONG, JR., 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 at 10:00 a.m. this 26th day of July, 1977 with all members present.

The minutes of the meeting of July 19, 1977, were approved as mailed.

Travel requests: Neil B. Van Winkle, Co. Cnsl., RCRC, 7/27/77 meeting regarding utilization of County Road funds, 7/28/77; Seminar on Clean Water Grants program, 7/28/77, all in Sacramento; John Rotondo, Civil Def. Dir., workshop regarding preparation of 77-78 program papers, Fresno, 7/29/77; Mileage for two cars in order that all Assessment Appeal Board members may attend State Training Classes for Assessors & Personnel, Fresno, 9/13-16/77; Resolution No. 77-118, adding a range, Special District Manager and Librarian Aid to the Salary Resolution; Tax Cancellations 77-11 through 77-15 Secured were approved on motion of Dalton, seconded by Walton.

Peter Artero, Road Commissioner discussed road matters.

County Counsel was directed to advise condominium owners to start hauling water to fill the tank in Yosemite West. Counsel was also authorized to look into the water problem in Yosemite West.

On motion of Owings, seconded by Clark, it will be the policy of the Board that where a cattleguard is not being used and there is no fence on either side of the cattleguard, it shall be required that the property owner put up a deposit for the repairs on that cattleguard.

Res. No. 77-116 was passed and adopted on motion of Dalton, seconded by Walton, improvement to roads not within the county system, pursuant to Section 969.5 of the Streets and Highways Code to the following roads: Pegleg Road, Sherrod Road, Covey Road, Triangle Park Road, Gunther Road, Incline Road, Martin Road, Chilnualna Road, Ponderosa Way, Eighth Street where it joins Storning Road, Wagner Ridge Road and Stout Lane.
Bruce Jacobs, Planning Commission Chairman, and Kathleen Bagwell, Planning Commissioner discussed request of Calvin Thomas to operate L.P. Gas Storage Facility, and proposed amendments to Ordinance 429.

The time being 11:00 a.m. bids were opened for construction on Indian Peak Road Bridge. The bids were taken under advisement and referred to the Road Commissioner for recommendation until 2:00 p.m. this afternoon.

The Board continued discussion on the proposed amendments to Ord. 429. County Counsel directed to draft proposed ordinance amending Ord. 429.

Jerry Yoachum, Representative for Senator Cranston, discussed various matters with the Board.

Public Hearing on Anti-Recession and Revenue Sharing was opened at 1:30 p.m. Anti-Recession funds were allocated as follows: Sheriff - $27,624 for 4 cars; John C. Fremont Hospital Dist. - $17,500; Assessor and Superintendent of Schools - $7,794 for cars, Assessor's Office - $200 for cameras, compasses, and tape measures and Parks & Rec - $8,000 for a bus.

Peter Artero, Road Commissioner reported on bids for construction of Indian Peak Road Bridge, which were previously taken under advisement. The Road Commissioner informed the Board that the bids will have to be sent to the State Dept. of Transportation for review before the bid can be awarded. Res. No. 77-117 was passed and adopted, accepting Federal Aid for Safer Off-System Roads, on motion of Clark, seconded by Walton.

Barbara Saye, Auditor, discussed various budget matters.

On motion of Owings, seconded by Clark, the Auditor was authorized to refund $12,540 to Art Himler for ½ ton of Civil Defense Crackers, which were not delivered to him.

Auditor was authorized to draw a warrant in the amount of $122,223.00 to Lorenzi-Masasso to pay insurance premium August 1, 1977, on motion of Walton, seconded by Clark.

On motion of Dalton, seconded by Walton, the Board concurred with the change of position of Herbert R. Davis and H. Forbes Simpson on the Assessment Appeal Board. Clerk to notify Herbert R. Davis, Jr.

Clerk's Certificate to Referendum Measure Petition on Ordinance 448 was read.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign notice of determination on Land Division Application #573 (Gosnall).

On motion of Clark seconded by Walton, Chairman was authorized to sign Negative Declaration on Land Division Application #573 (Gosnall).

On motion of Dalton, seconded by Clark, Chairman was authorized to sign letter to State Quality Control Board regarding Step III Coulterville Sewage Project.

On motion of Walton, seconded by Clark, Chairman was authorized to sign contract with Kingsview for Mental Health Services for 1977-78.

Chairman was authorized to sign Certification for County Alcoholism Program Budget, on motion of Clark, seconded by Walton.

Res. 77-119 was passed and adopted opposing AB 1931 regarding bidding procedures, on motion of Dalton, seconded by Clark, copies to RCRC, Assemblyman Maddy, Senator Zenovich, CSAC, and Governor Brown's office.

Jay Anderson, Secretary-Manager of MHD, expressed thanks to the Board for their assistance in the early completion of Merced Falls Road.

Bruce Jacobs, Chairman of the Planning Commission and Kathleen Bagwell, Planning Commissioner, discussed amendments to Ord. 429, and Draft Environmental Impact Report for Mariposa Creek Watershed and Stockton Creek Watershed.
The Board set a public hearing on the Draft EIR for Mariposa Creek Watershed and Stockton Creek Watershed for September 13, 1977 at 10:45 a.m. Clerk was directed to publish notice.

Barry Brouillette discussed appointment to Planning Commission.

Rich Begley, Parks and Recreation Director, discussed Construction Agreements for Mariposa Park Tennis Court and El Portal Swimming Pool. On motion of Clark seconded by Dalton, Chairman was authorized to sign contract for architectural services for Mariposa Park Tennis Courts.

On motion of Clark, seconded by Walton, Chairman was authorized to sign contract for architectural services for El Portal Swimming Pool.

On motion of Clark, seconded by Owings, Rich Begley was authorized to negotiate for a van for the Parks and Recreation Dept. not to exceed 15 passengers.

There being no further business, the Board adjourned at 4:50 p.m to meet again in regular session at 9:00 a.m. on Tuesday, August 2, 1977.

FRANK L. LONG, JR. Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and Ex-officio Clerk of the Board.
The Honorable Board of Supervisors  
Courthouse  
County of Mariposa

RE: Mariposa Park Tennis Court Construction Agreement  
El Portal Swimming Pool Construction Agreement

Gentlemen:

Enclosed please find a copy of each of the above-referenced agreements for construction of recreation facilities in the County of Mariposa. The agreements have been reviewed by this office; they are in proper legal form. You will note that the El Portal Swimming Pool agreement has been signed by the Architect; however, the Mariposa Park Tennis Court agreement has not been signed. The Architect advised this date that the lack of a signature was an oversight and that the agreement could still be approved.

Very truly yours,

NEIL B. VAN WINKLE  
County Counsel  
by Ruby Benedict  
Secretary

rb

Enclosures

cc: Rich Begley, Director  
Recreation & Parks Department
AGREEMENT made this 8th day of July in the year of 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.)

EL PORTAL - SWIMMING POOL

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 8% of the cost of construction. Revisions or changes occurring after acceptance of preliminary design 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.
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 the 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:
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  FRANK L. LONG
Chairman,  MARIPOSA COUNTY
Board of Supervisors

ARCHITECT  [Signature]
DU FERTUIS & HESSE INC. ARCHITECTS & PLANNERS
AGREEMENT made this 6th day of July in the year of seventy seven

BETWEEN the Owner: Mariposa County, California
and the Architect: DuPertuis and Hesse Inc., Architects & Planners

For the following Project:
(Include detailed Project location and scope.)

MARIPOSA PARK - TENNIS COURT

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 8% of the cost of the construction. Revisions or changes occurring after acceptance of preliminary design 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:

<table>
<thead>
<tr>
<th>Phase Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Phase</td>
<td>35%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>75%</td>
</tr>
<tr>
<td>Bidding or Negotiation Phase</td>
<td>80%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>100%</td>
</tr>
</tbody>
</table>

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 writ-
ing 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 in-
terest in this Agreement without the written consent of
the other.

ARTICLE 8
ARBITRATION

All claims, disputes and other matters in question be-
tween 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 Construc-
tion Industry Arbitration Rules of the American Arbitra-
tion Association then obtaining unless the parties mu-
tually 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 con-
taining a specific reference to this Agreement and signed
by all the parties hereto. Any consent to arbitration in-
volving an additional party or parties shall not constitute
consent to arbitration of any dispute not described there-
in 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 de-
mand 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
EXTEKT 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 prin-
cipal place of business of the Architect.

ARTICLE 11
OTHER CONDITIONS OR SERVICES

This Agreement executed the day and year first written above.

OWNER  FRANK L. LONG
Chairman, Mariposa County Board
of Supervisors

ARCHITECT  VINCENT E. GRIFFITHS
This CONTRACT, made and entered into on this ___ day of ____, 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

In consideration of the mutual promises and covenants to be observed, kept, and performed by the respective parties hereto, it is agreed as follows:

1. INTENT: It is the intention of the parties to maintain a Mental Health Program for the entire area of the COUNTY OF MARIPOSA, in conformity with the requirements of the Short-Doyle Act and Rules and Regulations promulgated thereunder, and in accordance with the Lanterman-Petris-Short Act. Such program can best be implemented through this contractual arrangement pursuant to California Welfare and Institutions Code Section 5614, with provision made that persons receiving services thereunder, shall be charged for such services in accordance with ability to pay, but with 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 a comprehensive Mental Health Program unless otherwise specifically required herein to be paid by COUNTY.

3. DUTIES OF CONTRACTOR: SERVICES: The CONTRACTOR agrees to comply with all provisions of Title 9 of the California Administrative Code, the Department of Health Community Services Manual, and agrees that the Mental Health Services Program will be administered according to Division 5 of the Welfare and Institutions Code which hereby incorporated herein by reference. (See Attachment 1).

4. LOCATION OF SERVICES:

(a) Inpatient services shall be provided at Fresno Community Hospital, Fresno, California. This service is provided by a subcontract between CONTRACTOR and Fresno Community Hospital. A copy of this subcontract is included as Attachment 2 of this contract.

(b) Outpatient, Continuing Care, Emergency, and Community Services shall be maintained at the Community Mental Health facility, Highway 140, Mariposa, California.

(c) Outreach Outpatient and Community Services shall be maintained at El Portal Trailer Park.

(d) Deletions and additions, as selected by mutual consent, for specific reasons.

5. CONTRACTED SERVICES: Shall be provided in accordance with this agreement.

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

(b) COURT ORDERED EVALUATIONS: CONTRACTOR shall provide formal psychiatric and/or psychological evaluations, consultations, and court testimony as may be requested and as ordered by the Court. Fees for service will be billed according to Attachment 3 and the following County Departments will pay fees within their budgeted allocations:

(1) Superior Court.
(2) Juvenile Court.

(c) COUNTY OFFICES GENERALLY: CONTRACTOR shall assist and provide general mental health evaluation, consultation, and psychiatric summaries (within the legal limits of confidentiality) to the following County Departments:
(1) Justice Court, Mariposa Judicial District.
(2) Probation Department.
(3) Welfare Department.
(4) County Counsel.
(5) Juvenile Justice Commission.
(6) Public Defender (SD and LPS only).
(7) Public Guardian.
(8) Public Conservator.

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

(d) **TREATMENT SERVICES**: CONTRACTOR shall provide outpatient services for children and adults, continuing care, emergency services, and inpatient services.

(e) **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 and fees charged to recipients of service in accordance with the Rate Schedule contained in the Uniform Method of Determining Ability to Pay (UMAP) supplied by the State Department of Health, provided, however, that no fee shall exceed the ability of the service recipients' ability to pay, nor shall it exceed the cost of care (See Attachment 4).

7. **NONDISCRIMINATION**: Patients shall be accepted for care without discrimination as to race, color, sex, creed, or national origin. Personnel, employment, and service under the Contract shall be rendered without discrimination on the basis of race, 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 Program Director and CONTRACTOR'S Executive Director shall make the determination for eligibility for services pursuant to this agreement, based upon the criteria set forth in the Short-Doyle Act, the Rules and Regulations adopted by the State Department of Health, and the Annual Plan. The actual determination of eligibility for services pursuant to this agreement shall be performed by CONTRACTOR'S Staff and screening of applications for Mental Health 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. As to such billings remaining unpaid:

(a) Not later than the 30th day following the original billing, a second billing will be sent.
(b) Not later than the 60th day following the original billing, a third billing will be sent.
(c) If the original amount is not paid within 120 days, the CONTRACTOR will make appropriate adjustments to accounts.

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 State for statistical purposes and also 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.

(b) No later than the fifth working day of each month, COUNTY shall deliver and CONTRACTOR shall receive an amount equal to 1/12 of the approved annual budget by resolution of the Board of Supervisors for the program less (1) collections by CONTRACTOR, (2) State Hospital Costs, and (3) County conservatorship costs, in partial payment for costs to be incurred under this agreement during said month.

(c) CONTRACTOR shall provide COUNTY with a statement of costs on the accrual basis for the program each month.

(d) No later than the end of the first month following each fiscal year quarter, CONTRACTOR shall prepare a report sumarizing 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 the report.

(e) CONTRACTOR shall provide an Annual Cost Report as mandated by the State Department of Health. 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 of the year in question 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 Department of Health and which were thereafter disallowed in whole or in part by the State Department of Health 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 or direction by the Board of Supervisors or the local Mental Health Director with regard to the program is the principal reason for repayment or reimbursement being required, then, of course, the reimbursement provisions above will not be applicable. However, any action or failure to act by the CONTRACTOR or by its officers, employees, and subcontractors, 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 the part-time Mariposa County Mental Health Program Director who shall not be an employee of the CONTRACTOR. It is understood that expenses incurred by the Program Director and fees to be billed by him shall be paid from program funds up to a maximum of $3,000 per year, which shall be deposited with the County Auditor who shall pay the claims submitted by the Mariposa County Program Director out of said special fund. The Program Director, assisted by the CONTRACTOR'S staff and in cooperation with the Mariposa County Mental Health Advisory Board, shall carry out planning for an evaluation of the Mariposa County Mental Health Program. CONTRACTOR shall appoint an Executive Director who shall be responsible for managing the Mental Health Program. The Program Director and Executive Director shall be responsible for all aspects of the Mental Health Program, including, but not limited to, planning of the total Mental Health 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 Mental Health Services 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. Wherever possible, screening of applicants for services shall be done prior to acceptance for treatment.

The Drug Abuse Program shall be under the general supervision of the COUNTY-appointed Drug Abuse Program Coordinator and the Executive Director. The Coordinator, in cooperation with the Advisory Committee on Drug Abuse and Assistance from the CONTRACTOR'S Drug Abuse Program staff, shall carry out planning for and evaluation of the Mariposa County Drug Abuse Program. The Drug Abuse Coordinator and Executive Director shall be responsible for all aspects of the Drug Abuse Program, including, but not limited to, planning of the total Drug Abuse Program. The actual determination of the eligibility, kind, quality, and amount of service for individual recipients of care shall be performed by staff employed by the CONTRACTOR.

It is understood that all coordination between the CONTRACTOR and the Mariposa County Board of Supervisors regarding program and fiscal matters will be coordinated through the Program Director of his designee, and the Executive Director; all program decisions shall be reviewed by the local Mental Health Advisory Board.

12. PROGRAM CHIEF: The CONTRACTOR shall provide the COUNTY with the services of George G. Westerman, M.D., licensed to practice medicine in California. He shall serve as Executive Director for the CONTRACTOR and as Program Chief for the COUNTY. He shall have the responsibility for the clinical and administrative aspects of the CONTRACTOR'S Mental Health Program, including the direct medical care.

13. 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.

14. REPORTS AND RECORDS: CONTRACTOR shall file each month a State Claim/Service Report (CR/DC) with the COUNTY and shall also maintain appropriate clinical, statistical, and financial records for a period of at least five (5) years. (See Attachment 5). As provided by law, COUNTY and the State Department of Health shall have the right to visit the Clinics or the "Home Office" and examine CONTRACTOR'S records in relation to Mariposa County Mental Health Services at any reasonable time.

15. 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 on the State's 90-percent sharing figure as a consequence of not meeting a deadline will also be reflected proportionately on the COUNTY's 10-percent sharing. All disallowances shall be the responsibility of the CONTRACTOR. However, any disallowance caused by action or inaction by the COUNTY shall be paid by the COUNTY itself and shall not be the responsibility of the CONTRACTOR.

16. DELIVERY OF SERVICES OUTSIDE THE MENTAL HEALTH PROGRAM FOR MARIPOSA COUNTY: CONTRACTOR shall not organize or operate any programs 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.

17. HOLD HARMLESS: INSURANCE: CONTRACTOR convenants to defend, indemnify, and hold harmless COUNTY from all liability, or claim, or 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 6), 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.

18. NO TERMS NOT INCLUDING: 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.

19. 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.

20. CONTRACT: CONTRACTOR and COUNTY agree that this Contract shall supersede in its entirety, any and all prior agreements of the parties.

21. TERM: The term of this contract shall be for a period commencing July 1, 1977, and ending June 30, 1978. It shall be deemed renewed from year to year there- after 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 1 of each fiscal year.

22. 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 Lantemar-Petris-Short funds pursuant to this and previous Agreements between the parties for the provision of Mental Health Services in Mariposa County,
shall revert in 30 days to the COUNTY with all assumption by the COUNTY of such rights, titled, 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 concurrent with the given assets' life expectancy. All facilities and 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 shall be transferred to the COUNTY by CONTRACTOR within 30 days of contract termination noted above in consideration for COUNTY paying CONTRACTOR the uncharged balance of the assets not depreciated.

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

DATED ____________________________

COUNTY OF MARIPSOA

By: ________________________________

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

DATED ____________________________

KINGS VIEW, A CALIFORNIA CORPORATION

By: ________________________________

President, Kings View, Inc.
The Board of Supervisors of the County of Mariposa met this 2nd day of August, 1977 with all members present. Supervisor Long to be excused in the afternoon session, to attend Senate hearing on AB 173.

Steve Dunbar, Assessor, discussed the effects implementation of the Williamson Act would have if offered in Mariposa County. The Board set a public hearing on the Williamson Act for September 13, 1977 at 2:30 p.m. Clerk directed to publish notice.

The minutes of the meeting of July 25, and 26, 1977 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Clark, seconded by Owings, the low bid of Gentz Construction Company in the amount of $151,767.30 for construction of Indian Peak Road Bridge was accepted upon recommendation of the Road Commissioner. Chairman was authorized to sign contract for said construction upon receipt from the State Dept. of Transportation.

On motion of Owings, seconded by Clark, Auditor was authorized to draw warrant to the State Dept. of Transportation in the amount of $3500 for administration of contract for construction of the bridge on Indian Peak Road and on order of Peter Artero, Road Commissioner.

On motion of Walton, seconded by Owings, the Road Commissioner was authorized to close the road as required for construction of said bridge at his discretion.

The Road Commissioner stated that in his opinion the county has several cattleguards in need of repairs, and the Road Dept. does not have the funds to pay for the repairs on these cattleguards.

Planning Commission Chairman, Bruce Jacobs, discussed Planning Commission matters. On motion of Clark, seconded by Owings, the Planning Commission was authorized to have Duncan and Jones prepare format for a County Planner.

On motion of Clark, seconded by Walton, Res. 77-120 requesting annual allocation of funds from the California Dept. of Aging for Senior Citizens of Mariposa in the amount of $9340, was passed and adopted.

On motion of Walton, seconded by Owings, the Road Commissioner was authorized to draw warrant in payment of two boats for the Sheriff's Dept., delivery of these boats and lights in the amount of $25,962.83.

On motion of Clark, seconded by Owings travel requests: Glen Power, Sr. Assist. Dir., to meeting re: new funds for Sr. Citizen Utility Bills, 7/29/77, Modesto, (nunc pro tunc); Steve Dunbar, Assessor to meeting of Calif. Assessors' Assoc. in Oakland, 8/21-23/77, use of county car; Lois Lewis, Welfare Dir. and Arlin Baldwin, Welfare Dept., to Fresno, 8/1/77, Title XXX Planning Workshop, Glen Power and Barbara Florian, Sr. Assist., to Modesto 8/3/77, workshop re: revised budget proposals; and tax cancellations 77-5 through 77-7 Unsecured and 77-15 through 77-17 Secured were approved.

On motion of Walton, Frances Phillips was authorized to arrange for attendance at the State Fair, participation of Mariposa Day, up to $100.

Public Hearing, de novo, on Land Division Application #565 (Schutt-Stoner) with regard to Planning Commission finding #3 was opened. Mr. Larry Schutt and Mr. Stoner were present. Bruce Jacobs, Planning Commission Chairman represented the Planning Commission. Mr. Schutt presented 4 pictures of the road
going into the Schutt-Stoner property, marked Applicants exhibit #1 and admitted as part of the record. Applicants exhibit #2, five pictures of roads on other subdivisions, were admitted as part of the record. On motion of Owings, seconded by Walton the Board upheld the Planning Commission's finding #3, requirement to construct a road, 18 feet wide, gravel surface. County Counsel was directed to prepare and submit findings. Ayes: Clark, Walton, Owings. Noes: Dalton Absent: Long.

The Board adjourned at 12:15 p.m. for lunch to convene again at 1:30 p.m.

The Board reconvened at 1:30 p.m. On motion of Owings, seconded by Dalton, the Board met in executive session on a legal matter and reconvened in regular session.

On motion of Walton, seconded by Owings, the Board of Supervisors' budget Special Departmental 23 K is to be increased by $3800.

On motion of Dalton, seconded by Owings, the Board authorized County Counsel to obtain appraisals on fee land and easements required for the Coulterville Wastewater and Water Projects. County Counsel was further authorized to negotiate and develop a non-cancelable option to purchase that particular parcel of land required for water storage for the water project.

On motion of Owings, seconded by Dalton, the Board authorized Supervisor Owings to meet with Orin Bennett of CH2M Hill regarding water for the condominiums at Yosemite West.

On motion of Dalton, seconded by Walton, the County will lease 2 fire trucks from Herb Reichold at $1 each on a temporary basis.

On motion of Walton, seconded by Dalton, the Auditor's office was authorized to procedurally set up automatic payroll deductions to the Yosemite Credit Union upon the request of the Public Employees Assoc.

Margaret Smith discussed the possibility of legal aid services for Senior Citizens. On motion of Walton, seconded by Owings, a plaque is to be presented to Glen Power and staff of the Senior Citizens office in recognition for outstanding services for Senior Citizens of Mariposa County, 1977.

Allan Schoening discussed installation of trash bins at Bagby. On motion of Dalton, seconded by Walton the clerk was directed to write a letter to the State Dept. of Transporation requesting an additional dumping facility be placed on the north side of the Bagby bridge.

There being no further business, the Board adjourned at 3:00 p.m., to meet again in regular session on Tuesday, August 9, 1977 at 10:00 a.m.

ATTEST:

ELLEN BRONSON, County Clerk & Ex-officio Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 9th day of August, 1977 with all members present.

The minutes of the meeting of August 2, 1977 were approved as corrected.

Peter Artero, Road Commissioner, discussed road matters. On motion of Clark, seconded by Walton, the Board authorized that paving the Plaza at Hornitos be included in paving for Hornitos and the funds are to be taken out of a special fund.

On motion of Owings, seconded by Clark, the Board directed Road Commissioner to oil approximately 1/8 mile at the south end of Hirsch Road due to construction and closing of Indian Peak Road.

Res. 77-121 was passed and adopted, on motion of Clark, seconded by Owings, authorizing the Dept. of General Services of the State of California to purchase a 15 passenger van on behalf of Mariposa Parks and Recreation Dept.

Letter from Mrs. Frank Barrett regarding tax assessment notices was read.

Reports from Rex Lyndall, Ag Commissioner for Merced County, regarding "1080" Squirrel poisoning Program were read.

At 10:45 a.m., the time for bid opening for the Parks and Recreation Dept. bus, the clerk announced no bids had been received.

Glen Power, Sr. Assist. Dir., discussed revised contract with ATAAP. On motion of Clark, seconded by Owings, Chairman was authorized to sign grant and Affirmative Action Plan with ATAAP.

On motion of Dalton, seconded by Clark, Chairman was authorized to sign contract with State Board of Equalization for auditing services for the year ending June 30, 1978.

On motion of Walton, seconded by Clark, the Board accepted findings prepared by County Counsel on Land Division Application #565 (Schutt-Stoner). Ayes: Clark, Dalton, Walton, Owings. Not Voting: Long.

On motion of Clark, seconded by Walton, proposed ordinance to amend Ord. 429 was presented. Motion and second withdrawn.

On motion of Dalton, seconded by Clark, tax cancellations 77-18 Secured and 77-8 Unsecured were granted.

Alberta Garrett, Treasurer-Tax Collector, discussed rewording of tax statement of the unsecured roll. On motion of Clark, seconded by Walton, the Assessors' office was authorized to send out a letter correcting statement on tax bills on the unsecured roll.

On motion of Dalton, seconded by Owings, the Board met in executive session on a legal matter upon the advise of County Counsel and reconvened into regular session.

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

Barbara Saye, Auditor-Recorder, discussed budget matters.

On motion of Clark, seconded by Walton, Ord. 462 amending Ord. 429 was presented. Motion and second withdrawn.

On motion of Clark, seconded by Walton, Ordinance 462 which amends Ord. 429, Subdivision Ordinance, was presented, deleting that portion of the ordinance which makes it an emergency ordinance. Vote to be held next week.

On motion of Clark, seconded by Owings, the clerk was directed to send a letter
urging support of HR 6161, a bill modifying the Clean Air Act, to Senators Alan Cranston and S. I. Hayakawa.

On motion of Owings, seconded by Clark, Res. 77-122, was passed and adopted, applying to the Local Agency Formation Commission (LAFCO) to determine the maximum tax rate for Wawona Service Area 2W pursuant to the provisions of Rev. and Tax. Code Section 2263.1 et seq.

On motion of Clark, seconded by Walton, chairman was authorized to sign agreement with Donald G. Cripe, Ag Commissioner of Madera County for "1080 squirrel poisoning services, pursuant to Agricultural Code Section 52.5.

On motion of Dalton, seconded by Clark, Chairman was authorized to sign purchase option agreement with Ernest Smith of Reseda, Calif. for the Coulterville water project; with an oral agreement with the property owner allowing: (1) access by the owner of the property to and through the property, (2) installation of an overflow pipe in the tank from their reservoir to the county reservoir and (3) a service line installed on their property to the edge of the property purchased.

There being no further business, the Board adjourned at 4:50 p.m. to meet again in continued session on Thursday, August 11, 1977 at 2:00 p.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & Ex-Officio
Clerk of the Board of Supervisors
OPTION TO PURCHASE REAL PROPERTY

Option given August 9, 1977, by Ernest Smith, of Reseda, California, OPTIONOR, to County of Mariposa, a political entity, of Mariposa, California, OPTIONEE.

1. GRANT OF OPTION. OPTIONOR, in consideration of one hundred dollars ($100) paid by OPTIONEE to OPTIONOR, receipt of which is acknowledged by OPTIONOR, grants to OPTIONEE the exclusive right and option to purchase, on the following terms and conditions, that real property in Coulterville, Mariposa County, California, described in Exhibit "A" attached hereto.

2. OPTION PERIOD. The term of this option shall be one hundred nineth (190) days, commencing on August 2, 1977, and continuing until 10 o'clock A.M. on the 190th day from this date.

3. PURCHASE PRICE OF PROPERTY. The full purchase price of the property, which shall either be negotiated or set by the court in a future condemnation action, shall be payable in cash.

4. EXERCISE OF OPTION. OPTIONEE may exercise this option by giving OPTIONOR written notice thereof, signed by OPTIONEE, before the time herein set for expiration. Within ten (10) days after receipt of such notice, OPTIONOR shall deliver to OPTIONEE, against payment of the purchase price, a grant deed to the property upon tender of OPTIONEE'S valid check for the purchase price. In the event no purchase price is agreed upon, the OPTIONEE shall tender the official appraisal value.
The parties understand the final total purchase price, if not agreed upon, shall be resolved in condemnation proceedings to be commenced by the County of Mariposa and any difference in excess of the tendered appraisal price shall bear interest from the date of said tender.

5. PROOF OF TITLE. OPTIONOR shall, at OPTIONEE'S expense, furnish OPTIONEE a policy of title insurance, written by a title insurer acceptable to OPTIONEE, insuring the title to the property to be free and clear of all defects except those specifically mentioned herein. Title to the property shall be conveyed free and clear of all encumbrances except those agreed upon by the parties.

The real property taxes on the property, whether a lien or not, assessed or to be assessed for the year in which this transaction is finally consummated shall be prorated between the parties to the date of delivery of the deed of conveyance; if such taxes are not ascertainable at the time of delivery of the deed of conveyance, the amount of the prior year's taxes shall then be used as a basis of proration. All special assessments and special ad valorem levies, if any, shall be paid by OPTIONOR whether the same be payable in a lump sum, in installments, or otherwise.

6. FAILURE TO EXERCISE OPTION. If OPTIONEE does not exercise this option in accordance with its terms and within the option period, this option and the rights of OPTIONEE shall automatically and immediately terminate without notice. In the event OPTIONEE fails to exercise this option, OPTIONOR shall retain the sum paid as consideration for this option.
7. **NOTICES.** All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the party's above-listed address, or when delivered personally to such party.

8. **TIME OF ESSENCE.** Time is of the essence of this option; the parties fully understand that said parcel shall be utilized by OPTIONEE as a site for water storage as a part of the pending water distribution system to be constructed under a federal grant.

9. **BINDING EFFECT.** This option shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors, or assigns.

EXECUTED AT Mariposa, California, on the date first above written.

COUNTY OF MARIPOSA
A POLITICAL ENTITY

ATTEST:

\[Signature\]

County Clerk and Ex-officio Clerk of the Board

State of California
County of Los Angeles

On August 5, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared Ernest Smith & Kathryn Lee Smith known to me to be the person whose names are subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and seal.

OFFICIAL SEAL
DON BURNS
Notary Public - California
Ventura County

/s/ Don Burns
INTER-COUNTY AGREEMENT
UNDER AGRICULTURAL CODE SECTION 52.5

THIS AGREEMENT, made this ____ day of August, 1977,
between the COUNTY OF MARIPOSA, acting by and through its Board
of Supervisors, hereinafter designated "FIRST PARTY" and DONALD
O. CRIPPE, Agricultural Commissioner of the County of Madera, 128
South Madera Avenue, Madera, California 93637, hereinafter design-
nated "SECOND PARTY".

WITNESS:

WHEREAS, numerous landowners within the County of Mariposa,
State of California, are plagued by a squirrel nuisance problem
and have requested the assistance of the Board of Supervisors of
the County of Mariposa in eradicating the said squirrel nuisance; and

WHEREAS, the Board of Supervisors of the County of Mariposa,
State of California, accepted an Environmental Impact Statement for
the 1080 Squirrel Poisoning Program on June 26, 1973; and

WHEREAS, the County of Mariposa has no agricultural commis-
sioner, and the County of Madera has an agricultural commissioner,
and the provisions of California Agricultural Code Section 52.5 and
the provisions of Article 1, Chapter 5 of Division 7, Title 1 of the
California Government Code authorize the County of Mariposa to con-
tract with the Madera County Agricultural Commissioner, by and with
the consent of the Board of Supervisors of the County of Madera, for
the purpose of using economic poisons, including the economic poison
known as "1080", for the purpose of eradicating squirrels within the County of Mariposa; and

WHEREAS, it is the intention of FIRST PARTY to negotiate with the County of Madera for a program of agricultural inspection and enforcement activities which would meet the minimum state requirements of food and agriculture inspection and enforcement in the County of Mariposa.

NOW, THEREFORE, the parties agree as follows:

1. SECOND PARTY agrees to perform the duties of Agricultural Commissioner within the County of Mariposa during a ninety (90) day period commencing with the date of this contract, for the purpose of using economic poisons including the economic poison known as "1080" for the eradication of ground squirrels and other pests in accordance with the provisions of the California Agricultural Code and the California Administrative Code and other applicable provisions of law.

2. FIRST PARTY agrees to pay SECOND PARTY, in accordance with the provisions of Agricultural Code Sections 52.5, 63, and 64, the sum of $100.00 per day but not in excess of the sum of $300.00 per month for the period of this AGREEMENT, for SECOND PARTY'S services under this AGREEMENT. Payment shall be made upon an itemized billing to the Mariposa County Auditor for such payments in accordance with FIRST PARTY'S existing payment procedures and policies.
3. It is understood and agreed that SECOND PARTY shall provide a surety bond of at least one thousand dollars ($1,000.00) in the manner and form provided by law, and that FIRST PARTY will pay the premium therefor, if any.

4. It is understood and agreed that economic poison or poisons may be used upon privately owned land under the direction of SECOND PARTY, as follows:

   (a) When a person or persons owning or occupying land within the County of Mariposa requests SECOND PARTY to cause economic poison or poisons to be placed upon said persons' land for the purpose of squirrel and other pest abatement, SECOND PARTY shall require such requesting person or persons to sign a written agreement indemnifying and saving harmless FIRST PARTY and SECOND PARTY 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 or persons. In the event any such person or persons fail or refuse to sign such agreement, SECOND PARTY shall not distribute or cause to be distributed any economic poison or poisons upon the land of such person or persons.

5. FIRST PARTY shall have the right to designate the total quantity of economic poison or poisons to be distributed under this AGREEMENT or any extension or renewal thereof, and agrees to provide such economic poison or poisons at its sole cost. FIRST PARTY shall not have the right to direct or control SECOND PARTY in the performance of his duties under this AGREEMENT, and SECOND PARTY shall be deemed an independent contractor in the performance of his duties under this AGREEMENT. SECOND PARTY shall have full
administrative authority of this program including authority over
FIRST PARTY'S employees utilized in said program.

6. Services to be performed by SECOND PARTY under this
AGREEMENT may be performed by any legally appointed and qualified
deploy of SECOND PARTY.

7. This AGREEMENT shall not be valid until the written
consent of the County of Madera is subscribed below by a duly
authorized officer of the County of Madera.

8. FIRST PARTY agrees to defend, indemnify, and hold
harmless SECOND PARTY and the County of Madera, its officers,
agents, servants, and employees, from all liability or claim of
liability on account of damage or injury to persons or property
arising out of any acts which SECOND PARTY may lawfully do, or
cause to be done in accordance with the provisions of this
AGREEMENT.

9. This AGREEMENT may be renewed for succeeding one year
by written agreement.

10. This AGREEMENT may be terminated by any PARTY upon
ten days' written notice to the other.

IN WITNESS WHEREOF, the PARTIES have hereunto set their
hands.

FIRST PARTY: 

COUNTY OF MARIPOSA

BY
FRANK L. LONG, JR., CHAIRMAN
BOARD OF SUPERVISORS
SECOND PARTY: DONALD O. CRIPTE

Consent of the Board of Supervisors of the County of Madera is hereby given to the provisions of the above AGREEMENT, and the performance by SECOND PARTY, or his duly qualified and acting deputy, of the provisions thereof.

DATED ___________________________

BOARD OF SUPERVISORS
COUNTY OF MADERA

BY ___________________________
The Board of Supervisors of the County of Mariposa, met this 11th day of August 1977 at 2:00 p.m. in a continued session with Supervisor Owings absent due to a delayed meeting with Orin Bennett, CH2M Hill, in Yosemite West.

Clerk's Certificate regarding referendum petition on Ord. 461, dealing with the Supervisors' salary, was read and accepted.

Res. 77-123, was passed and adopted to establish Mariposa tax rate for Lake Don Pedro IM Sewer Zone, on motion of Clark, seconded by Dalton. Ayes:Clark, Dalton, Long, Walton. Absent: Owings.

The Board recessed until such time as Supervisor Owings and Orin Bennet of CH2M Hill arrived.

The Board met with Orin Bennett, CH2M Hill regarding Mariposa County water and sewer projects. The Board instructed Orin Bennett to prepare proposal for obtaining water from French Camp, Merced River and South Fork and any other possible source of water and to make a study as to the feasibility of annexation of Mariposa North with MPUD or Mariposa North as a separate entity.

On motion of Owings, seconded by Clark, the Board authorized Orin Bennett to contact the Water Quality Control Board and try to get the grant date for the study portion for the sewer project in Wawona Service Area moved up to the 1977-78 list.

On motion of Owings, seconded by Clark, the Board instructed Orin Bennett to prepare a proposal for the investigations of water supply and facilities in the Yosemite West Maint. Dist. and develop a proposal.

On motion of Clark, seconded by Walton, Ordinance 463 was presented, waiving the first reading, rescinding Ord. 461 which set the Supervisors' salary. Vote to be held August 16, 1977. It was suggested that the next Grand Jury make a study and report of the Board and submit a recommendation as to the salary of the Supervisors.

Res. 77-124, adopting the final budget of the County of Mariposa for the fiscal year 1977-78 in the amount of $4,736,192.06, was passed and adopted, on motion of Owings, seconded by Clark.

On motion of Dalton, seconded by Owings, in calculating the County Tax Rate for fiscal year 1977-78 a delinquency allowance of the secured roll of 10% will be allowed.

On motion of Dalton, seconded by Clark, the Board will adjourn the meeting of August 23, 1977 to meet on August 30, 1977 at 10:00 a.m. for the purpose of setting the tax rate and other county business. Clerk was directed to publish and post notice.

The Chairman appointed the Law Enforcement Committee to proceed and get a contract with the Stanislaus National Forest for law enforcement.

On motion of Dalton, seconded by Owings, the Board met in executive session on a legal matter involving a contract.

On motion of Dalton, seconded by Clark, all motions made today regarding CH2M Hill should be in reference to Orin Bennett.

There being no further business, the Board adjourned at 5:15 p.m. to meet again in regular session on Tuesday, August 16, 1977 at 10:00 a.m.

ATTEST:

FRANK L. LONG, JR., Chairman of the Board

ELLEN BRONSON, County Clerk and Ex-Officio
Clerk of the Board
The Board of Supervisors of the County of Mariposa met this 16th day of August, 1977, with Supervisor Walton excused due to illness.

The minutes of August 9 were approved as mailed and minutes of August 11, 1977, were approved as corrected.

The following claims were approved as presented:

- Contingent: $15986.64
- Yosemite West Maint.: 1669.54
- Mariposa Pines: 469.05
- Hornitos Lighting: 244.03
- Mariposa Lighting: 659.84
- Coulterville Lighting: 232.77
- Law Library: 587.88
- SAP Fund: 1315.85
- Water Development Fund: 33102.23
- Federal Administration: 690.34
- Recreation and Parks: 16662.44
- Don Pedro Sewer Zone: 733.71
- Don Pedro Unit 1M: 472.85
- Road Fund: 214514.95
- General Fund: 233406.09
- Anti-Recession Fund: 29160.52

Peter Artero, Road Commissioner, discussed road matters. On motion of Owings, seconded by Clark, Peter Artero was authorized to move Yosemite West Maint. Equipment to Bill Johnson's property and pay for storing said equipment.

Travel: John Anderson, Farm Advisor to U.C. Davis Livestock Farm Advisor Special Training, Sept. 20 and 21, 1977; U.C. Ground Water Conference, Fresno, Sept. 15 and 16, 1977. Tax Cancellations 77-23-Secured through 77-30 Secured and 77-9 through 77-17 Unsec. were granted on motion of Dalton, seconded by Clark.

On motion of Owings, seconded by Dalton, tax cancellation 77-22 Secured was granted with the clarification that the personal property was a recreational vehicle not a mobile home.

On motion of Owings, seconded by Clark, County Counsel was authorized to attend RCRC meeting and meet with CH2M Hill in Sacramento on August 24, 1977, expenses to be charged to the Water Development Fund.

On motion of Dalton, seconded by Clark, the Vice-Chairman was authorized to sign amended "1080" agreement with Madera County upon receipt.

On motion of Owings, seconded by Clark, Ann Finch, Cecilia Wray, June McLeod and Supervisor Walton were appointed to the Alcohol Advisory Board.

Ordinance 463 rescinding Ord. 461 dealing with the Supervisors' salary, was passed and adopted, having been previously presented.

On motion of Owings, seconded by Clark, Auditor was directed to charge 25% of the cost of sending out correction of tax rate letter to each office, Auditor, Assessor, Tax-Collector and Board of Supervisors.

Res. 77-125 was passed and adopted requesting 1977-78 Grand Jury to make a study of the Supervisors regarding salary and submit a recommendation, on motion of Clark, seconded by Dalton.

On motion of Dalton, seconded by Owings, Tom Skinner will be hired to prepare documents, for use by the U.S. Dept. of Commerce, necessary for the 1980 census, not to exceed $750.
Victor Duerkson and Dolores Jacobs appeared regarding Mental Health Program. On motion of Clark, seconded by Owings, Final Submittal of the Mental Health County Services Plan was approved.

On motion of Clark, seconded by Dalton, Virginia McLeod was appointed to the Mental Health Advisory Board for the term beginning 8/12/77 and ending 2/1/80.

On motion of Clark, seconded by Dalton, The Board authorized Fresno Community Hospital as the official inpatient facility for the County.

Dolores Jacobs, Chairman of the Mental Health Advisory Board presented the annual report of the Mental Health Advisory Board.

Leonard Gabrielson, Maint. Supervisor was authorized to have a well drilled for the Courthouse at the Mariposa Park and have a pump and pipe installed for the storage tank, not to exceed $3500, on motion of Clark, seconded by Dalton.

Mr. Kenneth Cooke appeared regarding alleged violation of Res. 77-36. The Board instructed Mr. Cooke to apply for an extension of boundaries on the Public Convenience and Necessity permit for his disposal service within the next two weeks.

Public hearing on the Parking Dist. was continued from 1:30 p.m. this afternoon to 2:00 p.m. this afternoon.

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

Public Hearing on the Parking Dist. was opened. On motion of Clark, seconded by Owings, the public hearing will be continued to August 30, 1977 at 3:30 p.m.

Evert Gale, M.D., discussed the boating safety claim for reimbursement. On motion of Clark, seconded by Owings, the Chairman was authorized to sign claim for reimbursement for boating safety and the boat count to be presented to the Dept. of Navigation and Ocean Development.

John Rotondo, CETA Program Administrator, gave a report on Manpower Program. On motion of Clark, Seconded by Dalton, Res. 77-126 was passed and adopted, authorizing Director of CETA to execute Subgrant for said program on behalf of Mariposa County.


Hank Abraham, Chief Forester of American Forest Products appeared regarding Wilderness and Roadless Inventory. On motion of Clark, seconded by Dalton, Res. 77-127 was passed and adopted, opposing selection of additional California National Forest Land for possible inclusion in the National Wilderness Preservation System and to the inclusion of any area within Mariposa County into Wilderness.

On motion of Clark, seconded by Owings, the Board instructed Orin Bennett to prepare necessary material for LAFCO hearing regarding Mawona Service Area ZW tax rate.

On motion of Clark, seconded by Dalton, the Clerk was directed to write a letter in support of SCA 48, regarding elimination of busing.

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

On motion of Owings, seconded by Dalton, Res. 77-128 passed and adopted in support of AB 1006 regarding control burning. Clerk was directed to send copies to each member of Assembly Revenue and Taxation Committee, RCRC and CSAC Resources Committee.

On motion of Dalton, seconded by Clark, Supervisors Owings was authorized to purchase a car for the Superintendent of Schools through the AMC dealer in Merced.

On motion of Owings, seconded by Dalton, the Auditor was directed to draw warrants in the amount of $3897 from Anti Recession Funds and $565 from Transportation and Travel, Superintendent of Schools.

Supervisor Long was excused for the meeting of August 23, 1977.
There being no further business the Board adjourned at 4:00 p.m. to meet again in regular session on Tuesday, August 23, 1977 at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk & Ex-Officio
Clerk of the Board
INTER-COUNTY AGREEMENT
UNDER AGRICULTURAL CODE SECTION 2124

THIS AGREEMENT, made this 9th day of August, 1977, between the COUNTY OF MARIPOSA, acting by and through its Board of Supervisors, hereinafter designated "FIRST PARTY" and DONALD O. CRIPPS, Agricultural Commissioner of the County of Madera, 128 South Madera Avenue, Madera, California 93637, hereinafter designated "SECOND PARTY".

WITNESSETH:

WHEREAS, numerous landowners within the County of Mariposa, State of California, are plagued by a squirrel nuisance problem and have requested the assistance of the Board of Supervisors of the County of Mariposa in eradicating the said squirrel nuisance; and

WHEREAS, the Board of Supervisors of the County of Mariposa, State of California, accepted an Environmental Impact Statement for the 1080 Squirrel Poisoning Program on June 26, 1973; and

WHEREAS, the County of Mariposa has no agricultural commissioner, and the County of Madera has an agricultural commissioner, and the provisions of California Agricultural Code Section 2124 and the provisions of Article 1, Chapter 5 of Division 7, Title 1 of the California Government Code authorize the County of Mariposa to contract with the Madera County Agricultural Commissioner, by and with the consent of the Board of Supervisors of the County of Madera, for the purpose of using economic poisons, including the economic poison
known as "1080", for the purpose of eradicating squirrels within the County of Mariposa; and

WHEREAS, it is the intention of FIRST PARTY to negotiate with the County of Madera for a program of agricultural inspection and enforcement activities which would meet the minimum state requirements of food and agriculture inspection and enforcement in the County of Mariposa.

NOW, THEREFORE, the parties agree as follows:

1. SECOND PARTY agrees to perform the duties of Agricultural Commissioner within the County of Mariposa during a ninety (90) day period commencing with the date of this contract, for the purpose of using economic poisons including the economic poison known as "1080" for the eradication of ground squirrels and other pests in accordance with the provisions of the California Agricultural Code and the California Administrative Code and other applicable provisions of law.

2. FIRST PARTY agrees to pay SECOND PARTY, in accordance with the provisions of Agricultural Code Section 2147, the sum of $100.00 per day but not in excess of the sum of $300.00 per month for the period of this AGREEMENT, for SECOND PARTY'S services under this AGREEMENT. Payment shall be made upon an itemized billing to the Mariposa County Auditor for such payments in accordance with FIRST PARTY'S existing payment procedures and policies.
3. It is understood and agreed that SECOND PARTY shall provide a surety bond of at least one thousand dollars ($1,000.00) in the manner and form provided by law, and that FIRST PARTY will pay the premium therefor, if any.

4. It is understood and agreed that economic poison or poisons may be used upon privately owned land under the direction of SECOND PARTY, as follows:

   (a) When a person or persons owning or occupying land within the County of Mariposa requests SECOND PARTY to cause economic poison or poisons to be placed upon said persons' land for the purpose of squirrel and other pest abatement, SECOND PARTY shall require such requesting person or persons to sign a written agreement indemnifying and saving harmless FIRST PARTY and SECOND PARTY 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 or persons. In the event any such person or persons fail or refuse to sign such agreement, SECOND PARTY shall not distribute or cause to be distributed any economic poison or poisons upon the land of such person or persons.

5. FIRST PARTY shall have the right to designate the total quantity of economic poison or poisons to be distributed under this AGREEMENT or any extension or renewal thereof, and agrees to provide such economic poison or poisons at its sole cost. FIRST PARTY shall not have the right to direct or control SECOND PARTY in the performance of his duties under this AGREEMENT, and SECOND PARTY shall be deemed an independent contractor in the performance of his duties under this AGREEMENT. SECOND PARTY shall have full
administrative authority of this program including authority over FIRST PARTY'S employees utilized in said program.

6. Services to be performed by SECOND PARTY under this AGREEMENT may be performed by any legally appointed and qualified deputy of SECOND PARTY.

7. This AGREEMENT shall not be valid until the written consent of the County of Madera is subscribed below by a duly authorized officer of the County of Madera.

8. FIRST PARTY agrees to defend, indemnify, and hold harmless SECOND PARTY and the County of Madera, its officers, agents, servants, and employees, from all liability or claim of liability on account of damage or injury to persons or property arising out of any acts which SECOND PARTY may lawfully do, or cause to be done in accordance with the provisions of this AGREEMENT.

9. This AGREEMENT may be renewed for succeeding 90-day periods by written agreement.

10. This AGREEMENT may be terminated by any PARTY upon ten days' written notice to the other.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands.

FIRST PARTY: COUNTY OF MARIPOSA

BY

Frank L. Long, Jr., Chairman
Board of Supervisors
SECOND PARTY:
DONALD O. CRIBE

Consent of the Board of Supervisors of the County of Madera is hereby given to the provisions of the above AGREEMENT, and the performance by SECOND PARTY, or his duly qualified and acting deputy, of the provisions thereof.

DATED 8-16-77

BOARD OF SUPERVISORS
COUNTY OF MADERA

Addendum to agreement dated 8/9/77 between the County of Mariposa and Donald O. Cripe, Agricultural Commissioner of the County of Madera, with the consent of the Madera County Board of Supervisors.

In addition to the foregoing, First Party agrees to pay Second Party for necessary mileage on his private automobile in the performance of duties under the terms of this agreement at the rate of $.18 per mile.

FIRST PARTY:  COUNTY OF MARIPOSA

BY /s/ Carroll N. Clark

CARROLL N. CLARK, VICE CHAIRMAN
BOARD OF SUPERVISORS

SECOND PARTY:  
DONALD O. CRIBE

APPROVED AS TO FORM:

/s/ Neil B. Van Winkle

NEIL B. VAN WINKLE

COUNTY COUNSEL
COUNTY OF MARIPOSA

DATE: August 22, 1977
The Board of Supervisors of the County of Mariposa met this 23rd day of August 1977 with Supervisor Long absent having previously been excused.

The minutes of the meeting of August 16, 1977 were approved as mailed.


Peter Artero, Road Commissioner, discussed road matters. On motion of Walton, seconded by Owings, Res. 77-129 was passed and adopted, accepting funds for federal aid. Ayes: Clark, Walton, Owings. Absent: Long, Dalton.

On motion of Walton, seconded by Owings, Res. 77-130, authorizing Chairman to sign agreement with ATAAP for information and referral, transportation and outreach services for period of 8/1/77 to 12/31/77, was passed and adopted.

On motion of Owings, seconded by Dalton, the Board set public hearing for inclusion of property in the Agricultural Exclusive Zone (Wolfson), for Tuesday, September 20, 1977 at 2:00 p.m.

On motion of Dalton, seconded by Walton, Chairman was authorized to sign agreement between Dept. of Education and Dept. of Social Welfare for Child Care Services for fiscal year 77-78.

On motion of Owings, seconded by Walton, the Board granted budget amendment of $130,655 for Road Dept., Professional and Specialized Services for the Indian Peak Rd. Bridge, Revenue increased by the same amount.

On motion of Owings, seconded by Dalton, Chairman was authorized to sign amendment to agreement with Tulare County for placement of Court Wards.

On motion of Dalton, seconded by Walton, the Board approved the 1977-78 Alcoholism Program Plan and Budget.

Craig McDonald, Maint., discussed amendment to Res. 77-93, salary resolution, to increase extra help hourly wage.

On motion of Dalton, seconded by Walton, transfer of $582 from Water Development Fund to County Counsel Budget was granted, for expenses of the trip to Washington regarding the Wawona problems and water and sewer projects for Wawona area and water problems in respect to MPUD.

On motion of Owings, seconded by Walton, the Auditor was authorized to draw warrant to Pauline Hand, Probation Officer in the amount of $45.16 for July travel expenses.

On motion of Dalton, seconded by Owings, the Board declared a typewriter in the Auditor - Recorder's office to have a value of less than $75 and authorized the Auditor to dispose of said typewriter.

George Barendse, Superintendent of Schools, discussed adoption of tax rate.

On motion of Owings, seconded by Dalton, County Counsel was authorized to proceed with law suit on behalf of the County of Mariposa against Yosemite West Associates, etc.

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

There being no further business, the Board adjourned at 12:10 p.m. to meet again in a continued session on Tuesday, August 30, 1977 at 10:00 a.m. for the purpose of adopting the tax rate and various other county business.
Carroll N. Clark, Chairman Pro Tem
Board of Supervisors

ATTEND:

Ellen Bronson, County Clerk & Ex Officio
Clerk of the Board of Supervisors
THIS AGREEMENT, made and entered into this __________ day of __________, 1977, in the state of California, by and between the State of California, through its duly elected or appointed, authorized and acting:

Wilson Riles
Department of Education

and

Department of Social Welfare

in consideration of the covenants, conditions, agreements, and stipulations of the State of California and its predecessor the State of California, as follows:

1. The Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State of California and its predecessor the State of California, as follows:

2. It is hereby agreed to submit to the State services and materials, as follows:

3. It is hereby agreed to submit to the State services and materials, as follows:

4. Section 6244 of the California Education Code, hereinafter referred to as "Education Code (State)" and the County of Kern, hereinafter referred to as "County (Contractor)" for the purpose of providing a program for care and development of children pursuant to the Cali, Development Act, Education Code section 721, and Part 2 of Division 9 of the Welfare and Institutions Code.

5. This agreement is entered into in accordance with the provisions of:


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

STATE OF CALIFORNIA

Department of Education

Department of Social Welfare

By: Authorized Signature

Chairman-Kern County Board of Education

Date

STANDARD AGREEMENT

INSTRUCTIONS

Agreement should be executed by the parties hereto, upon the date first above written.

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

Use ONLY

1. UNENCUMBERED BALANCE
   CHAP. | STAT. |
   $   |

2. DECREASING IN壇LANCE
   CHAP. | STAT. |
   $   |

3. DECREASING IN壇LANCE
   CHAP. | STAT. |
   $   |

I hereby certify that the documents heretofore submitted are true and correct, and that the same have been prepared and certified for submission thereon.

Signature of Authorizing Official

I hereby certify that the documents heretofore submitted are true and correct, and that the same have been prepared and certified for submission thereon.

Signature of Authorizing Official
1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims or losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees of Contractor or agents or State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work by any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor’s expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. The State agrees that, in the event the programs established hereunder are subjected to audit exceptions by appropriate State and Federal audit agencies due to:
   a. Conflicts or discrepancies between State and Federal regulations and guidelines; or
   b. Failure of the State to provide adequate and timely notice of changes in State and Federal regulations affecting the programs hereunder established; or
   c. Failure of the State to execute this agreement in a timely manner.
the State shall assume full responsibility for complying with such exceptions, and the liability resulting from such audit exceptions. In such event, the State further agrees to excuse the contractor from any financial liability and agrees to indemnify County from any losses of Federal funding resulting from such audit exceptions.

9. County agrees to develop a County Plan for the purposes of delivering child care services in compliance with conditions set forth by the State Department of Health for its Annual Statewide Social Services Plan.

10. County and State agree that, for purposes of developing the Title XX State Plan, each will share child care needs information upon request of the other party.

11. The Fair Employment practices Addendum marked Exhibit A and the Affirmative Action Addendum marked Exhibit B, are attached hereto and made a part hereof.

PROVISIONS

12. This agreement is effective from July 1, 1977 through June 30, 1978, contingent upon continued availability of state and federal funding. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Education shall reimburse County for all allowable costs pursuant to Education Code Section 49510 that are incurred in the performance of this Agreement.

The parties recognize that late claims will be made subject to the terms of this agreement of eligible families and providers of child care services rendered during the term thereof. Pursuant to California Government Code Section 15354.1, Education will reimburse County for such claims and costs attributable thereto for a period of two years following the termination date of this agreement.

13. Reimbursement for Child Development Services pursuant to Education Code Section 49510 shall be made for eligible children of current recipients and income eligibles who qualify for reimbursement under Federal Child Care Services Regulations and the California Comprehensive Child Care Program Plan. Such child development services must meet the objectives of providing care in one of the child care delivery systems for children whose parents are employed, in training, seeking employment, or otherwise unable to care for their children.
County shall provide a payment system for child care services to eligible families or child care providers. The system shall include authorizing and processing child care payments, monitoring actual hours of attendance, controlling expenditures, including making FISCR assessments, and other services as necessary, to meet the objectives pursuant to this Agreement. Costs to operate the program will be reimbursable costs under the terms of this Agreement.

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

15. County will assure that its child development services programs are in compliance with applicable federal, state and local regulations and standards. In event of conflicts, Education's regulations/interpretations shall govern. Education retains the right to monitor and review records pertaining to the expenditure control and payment system.

16. The maximum reimbursable amount of this Agreement shall not exceed $450.00 unless County is notified in writing by Education that the allocation has been increased to permit an additional expenditure. Reimbursement for services purchased under this Agreement will be (a) on a child-hour basis pursuant to Education Code (§§10426) and (b) based on the costs attributable to such child development services as defined within the provisions of this Agreement. Reimbursement for vendor payments for child care shall not exceed the actual cost incurred for an eligible child up to the legal maximum.

Pursuant to Education Code Section 8382, Education shall make prorated quarterly advance appropriations or the above amount to the County. Such quarterly appropriations shall not be less than County's actual costs of providing services pursuant to this agreement.

Costs Attributable to Child Care to be Paid by Education to County:

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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>a.</td>
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<td>b.</td>
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<td>c.</td>
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<td>d.</td>
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Total Reimbursable Cost (Total of all Services Costs) . . . $2,497

It is understood that individual item costs are estimates and that funds may be transferred from one item to another without prior consent of the Department of Education.
17. The following specific services shall be provided under this agreement:

1. Payment for preschool attendance.

2. Payment for day care when necessary to permit another to attend school and/or training in order to become self sufficient.
18. **County will report the total costs paid under this Agreement as required by Education, will maintain a current list of children certified for child care services as protective services, 468C current and/or income entitled, family public assistance identification numbers, the number of days and number of hours each child was enrolled in each type of child care delivery system cited in this Agreement for each quarter and other related data as required by Education.**

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

20. **Within fifteen (15) days following the end of each quarter, County shall submit a claim provided by Education for all reimbursable expenditures paid in the preceding quarter. Education shall pay an amount not in excess of the contract amount to County, as provided in Education Code Section 8330 and the 1977 Budget Act, unless Education determines that the amount claimed is not in accordance with the provisions of this Agreement. Agreement by Education shall not preclude a subsequent determination that a portion of such claim was not allowable. Within sixty (60) days after receipt of notification of an unallowed claim, County shall either (a) repay, or (b) notify Education of an exception to the disallowance. Repayment after billing for unallowed claim is required within 45 days after billing date.**

21. **County is required to have a financial audit submitted to Education by November 15, 1978, on the child development services provided by County per this Agreement. An audit by the County Auditor is acceptable. A copy of the audit will be a reimbursable cost under the terms of this Agreement.**

22. **Costs allowable for reimbursement will be in accordance with the provisions of the following U.S. Department of Health, Education, and Welfare document in addition to applicable State regulations and statutes.**

**OASC-8**


This document will be used to implement General Services Administration, Office of Federal Management Circular No. 74-4, which provides principles and standards for determining costs applicable to grants and contracts with state and local government agencies. Should the U.S. Department of Health, Education, and Welfare issue Federal Regulations regarding the use of services, this Agreement may be renegotiated in accordance with the provisions of the regulations then in effect.**
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<th>Mr. Lois Lewis</th>
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<tr>
<td>Director, County Public Social Service Agency</td>
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<tr>
<td>- ex 7 - Unit 20 (Building Address)</td>
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<tr>
<td>1701 1-2 North Star (Location)</td>
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If County Public Social Service Agency operates or will operate group child care programs, please provide the site data below.

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin or physical handicaps. Such action shall include, but not be limited to, the following: employment, advancement, promotion or transfer; recruitment; advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Fair Employment Practices Commission, or any other agency in the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

2. The Contractor will permit access to his records of employment, employee advertisements, application forms, and other pertinent data and records to the State Fair Employment Practices Commission, or any other agency in the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final determination having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1422, which has become final, or obtained an injunction under Labor Code Section 1423.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by him surety under the performance bond if any. In the event that the State may deduct from any money due or that thereafter becomes due to the Contractor, the difference between the price names to the contract and the actual cost thereof to the State.

"It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age..." (Labor Code Section 1422.1).

8 of 9
AMENDMENT TO AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of August 1977, by and between the COUNTY OF TULARE, hereinafter referred to as the "First County", and the COUNTY OF MARIA, hereinafter referred to as the "Second County";

WITNESSETH:

WHEREAS, on the 14th day of April, 1964, the First County and the Second County entered into an Agreement, which has been designated as Tulare County Agreement No. 1680, and which provides for the placement of wards of the Juvenile Court of the Second County in the Robert K. Meyers Youth Center operated by the First County; and

WHEREAS, said Tulare County Agreement No. 1680 was subsequently amended by Tulare County Agreement No. 1680-A through No. 1680-E; and

WHEREAS, the cost of operation of said Robert K. Meyers Youth Center has increased since said Agreement was entered into and amended and the parties are agreeable to an increase in the amount which the Second County pays to the First County from Four Hundred, Twenty-Three Dollars ($423.00) per ward per month to Five Hundred, Eight Dollars ($508.00) per ward per month;

NOW, THEREFORE, BE IT AGREED as follows:

1. Effective on September 1, 1977, paragraph (1) of said Agreement No. 1680 and Amendment No. 1680-A through No. 1680-E of said Agreement is hereby amended to read as follows:

(1) The Second County hereby agrees to pay to the First County, and the First County agrees to accept, the Second County from Four Hundred, Twenty-Three Dollars ($423.00) per month for each Juvenile Court sent to and accepted at said Robert K. Meyers Youth Center from the Second County, in full payment in satisfaction of the obligation of said Second County in respect of said wards, and the following additional amounts thereof by the Second County:

(a) Costs of any hospital, medical or surgical care
and treatment of any said wards, which is authorized by
the Superintendent of said Robert K. Meyers Youth Center,
except as provided in paragraph (2) below; and
(b) Costs of transportation and maintenance between
the Second County and said Robert K. Meyers Youth Center.

2. Except as otherwise provided hereinabove, all of the terms
and conditions set forth in said Agreement shall remain in full force and
effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of
the day and year first above written.

COUNTY OF TULARE

BY
Chairman, Board of Supervisors

ATTEST: JAY C. BAYLESS, County Clerk
and Ex-officio Clerk of the
Board of Supervisors of the
County of Tulare

By
Deputy

"First County"

COUNTY OF MARIPOSA

BY
Chairman, Board of Supervisors

ATTEST: ELLEN BRONSON
County Clerk and Ex-officio
Clerk of the Board of Super-
visors of the County of
Mariano

By
Deputy

"Second County"
The Board of Supervisors of the County of Mariposa met this 30th day of August, 1977 at 10:00 a.m., in continued session, with all members present.

The Board minutes of August 26, 1977 were approved as mailed.

Peter Artero, Road Commissioner, discussed road matters.

On motion of Clark, seconded by Walton, the following items on the consent agenda were approved: Lois Lewis, Welfare Dir. and Jean Larsen, Annual Welfare Directors Assoc. meeting & Comm. mtgs., 10/27-29/77, San Diego; Arlin Baldwin & Lois Lewis, Welfare Dept., Title II Workshop, 10/20/77, Fresno; Rich Begley, Parks & Rec. Director's Conf. in conjunction with CSAC Conf., Sacramento, 10/25-28/77; Chauncy Haines, Investigator, Annual Conf., 9/29-30 & 10/1/77. Palm Springs; Tax Cancellations 77-31 through 77-35, Secured, and 77-18 through 77-21, Unsecured.

John Thomson, County Sanitarian, discussed matters relating to MCAB.

On motion of Dalton, seconded by Clark, the following terms were set for appointees to the Alcohol Advisory Board: Ann Finch 8/16/77 to 1/31/78, June McLeod 8/16/77 to 1/31/79 and Cecilia Wray 8/16/77 to 1/31/80. Clerk to notify Board and appointees.

On motion of Clark, seconded by Owings, the Probation Office was authorized to take delivery of the new department automobile.

On motion of Owings, seconded by Walton, the Auditor was directed to draw a warrant to CSAC for Conference Registration in the amount of $630 for all Supervisors and County Counsel to attend the 83rd Annual Meeting (Workshop) in Sacramento, October 25-28, 1977. Clerk to mail warrant with registrations.

On motion of Owings, seconded by Clark, the Fair Associations request to use the Parks and Recreation Bus for Shuttle Bus service during the Fair was granted.

On motion of Owings, seconded by Walton, Steve Dunbar, Assessor, is requested to appraise 2 sites on behalf of the County.

On motion of Dalton, seconded by Walton, Res. 77-131, regarding bidding procedure in relation to the Coulterville Wastewater and Water facilities, was passed and adopted.

On motion of Walton, seconded by Dalton, the County Counsel was authorized to execute Federal Contract offer on behalf of the County regarding Phase 3 of Coulterville Wastewater Project.

On motion of Clark, seconded by Owings, the County Counsel was authorized to answer letter regarding waiver of 2½ acre minimum and refer the matter to the Planning Commission for further action.

On motion of Clark, seconded by Walton, Ord. 464, TPZ Ord., emergency measure was read and adopted.

On motion of Walton, seconded by Clark, the Board opposes SB154 (Petris), Tax Reform Bill, in its present form. Clerk to write letter to Senator Petris with copies to all state legislators, CSAC and RCRC.

On motion of Walton, seconded by Dalton, a telegram is to be sent to Gov. Brown urging him to sign AB700 (Perrino), "racetrack bill".

On motion of Dalton, seconded by Clark, Governor Brown to be sent a telegram urging him to sign AB173 (Maddy), immediately, due to the extreme drought and financial conditions within the County.

On motion of Walton, seconded by Dalton, the Board accepts the proposal
of John Roth Chevrolet for 5 Light Utility Pick-ups in the amount of $18,383.20. On motion of Walton, seconded by Dalton, one pick-up is to be turned over to the Constable immediately.

The Board adjourned for lunch at 12:10 p.m. and reconvened in regular session at 2:00 p.m.

William Snyder, Executive Secretary of MCAG, presented the tentative Final Draft of the General Plan Update to the Board. Discussion was held regarding various aspects of the plan and the date for the public hearing. On motion of Owings, seconded by Clark, the Public Hearing on the General Plan Update Draft is to be held in the Board room, October 18, 1977 at 2:00 pm. Clerk to publish notice. On motion of Clark, seconded by Walton, there is to be a $5 deposit for a copy of the Tentative Final Draft of the General Plan Update.

On motion of Walton, seconded by Clark, the Auditor was directed to draw a warrant for 5 pick-ups to John Roth Chevrolet in the amount of $18,383.30, $14,606.60 from the General Fund and $3,676.66 from Anti-Recession Funds.

Res. 77-132, was passed and adopted, setting the Tax Rate, on motion of Owings, seconded by Clark. Clerk to publish resolution.

The public hearing regarding the Mariposa Parking District opened and discussion held about financing information. The public hearing continued to September 20, 1977 at 11 a.m. Clerk to post notice with copies to McGlasson and Assoc and Peggy McElligott, Bonding Attorney. Hearing closed.

On motion of Clark, seconded by Owings, the Board of Supervisors meeting of October 25, 1977 is cancelled due to CSAC 83rd Annual Meeting. Clerk to publish notice.

On motion of Owings, seconded by Dalton, the Board met in executive session on a legal matter as requested by County Counsel and on a personnel matter as requested by Supervisor Owings, and reconvened in regular session.

There being no further business the Board of Supervisors adjourned at 5:45 p.m. to meet again in regular session, Tuesday, September 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
The Board of Supervisors of the County of Mariposa, met in regular session this 6th day of September, 1977 at 10:00 a.m., with all members present.

The minutes of August 30, 1977 were approved as mailed.

On motion of Owings, seconded by Walton, the following items on the consent agenda were approved: Travel Requests: George Colvin, John Greiner, Charles Shirley & Mike Wright, Appraisers, and 3 members of the Assessment Appeal Board, Training Course, 9/12-16/77, Fresno. Tax Cancellations: No. 77-36, Secured, and 77-25 & 77-26, Unsecured. Res. 77-133 proclaiming Sept. 17 through 23, 1977 to be 'Constitution Week' and Res. 77-134 authorizing Sheriff to purchase through General Services.

Peter Artero, Road Commissioner, discussed road matters. On motion of Clark, seconded by Dalton, the Auditor, was directed to draw a warrant for monthly bills regarding Indian Peak Bridge as approved and computed by Bill Lincoln, resident engineer for project.

The Board meeting as the Board of Directors of Yosemite West Maintenance District took the following actions: On motion of Owings, seconded by Clark, the County Engineer is authorized to purchase one each complete 6" and 4" pressure reducing valves for Yosemite West as spares. On motion of Owings, seconded by Dalton, a public hearing is set for September 20, 1977 at 2:30 p.m. to consider an Emergency Building Moratorium in Yosemite West. On motion of Owings, seconded by Dalton, County Counsel is authorized to draft an ordinance regarding the Moratorium.

On motion of Owings, seconded by Clark, the Board establishes the policy that logging operations conducted in or through a Maintenance District will be required to post a $10,000 bond for road repair.

The Board meeting as the Board of Directors of Mariposa Parking District No. 1 took the following action: On motion of Clark, seconded by Owings, the Chairman was authorized to sign Offer to Amend Grant Agreement (Amendment No. 1) increasing the Parking District Grant to $265,600.

Mr. A. J. Soares, Chairman of Board of Directors of the Western Mining Council, discussed letter to Planning Commission regarding mining overlay ordinance and resignation of 2 local chapter members from chapter and as members of Advisory Committee. Clerk to write Planning Commission requesting that communication with the Western Mining Council be reestablished before September 17, 1977.

Public Hearing to amend Res. 77-37, which grants Kenneth L. Cooke, dba Cook Disposal Service, a certificate of Convenience and Necessity to operate a disposal service with a particular area, is set for September 27, 1977 at 10:45 a.m., on motion of Dalton, seconded by Owings. Clerk to publish notice.

On motion of Dalton, seconded by Clark, the County of Mariposa will post an additional reward of $400, bringing the total reward up to $750, for information leading to the arrest and conviction of the party or parties responsible for the theft of the life saving equipment from the Greeley Hill/ Coulterville Ambulance and the Greeley Hill Volunteer Fire Truck and $250 is allowed for advertising which is to be placed, 2 publications each, in the Merced Sun-Star, Modesto Bee, Sonora Union Democrat and in the Mariposa Gazette.

Lois Lewis, Welfare Director, discussed emergency aid for indigent person. On motion of Clark, seconded by Dalton, general relief is granted, as needed, at the discretion of the Welfare Director.

Res. 77-135, was passed and adopted, amending Res. 77-131 regarding
opening of bids for Coulterville Wastewater and Water facilities, on motion of Dalton, seconded by Walton.

Proposals were opened regarding heating and cooling and electrical work for the Scott Building and referred to the Superintendent of Buildings and Grounds for recommendations.

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

Richard Begley, Dir. of Parks & Recreation, discussed the need for land surveys of Coulterville, Cathey's Valley, Mariposa, Hornitos and Red Cloud Recreation Sites. On motion of Dalton, seconded by Walton, Res. 66-136, was passed and adopted, transferring $900 from Parks & Rec. Contingency to Professional and Specialized services.

Leonard Gabrielson, Supt. of Bldgs & Grounds, and Larry James, Building Inspector, discussed proposals for conversion of Scott building. On motion of Owings, seconded by Clark, the proposal of Tom Van Bibber, dba Refrigeration Systems, of $3318 for heating and cooling, is accepted. On motion of Dalton, seconded by Walton, the proposal of Flick Electric in the amount of $2,625 for electrical work is accepted.

On motion of Owings, seconded by Clark, Res. 77-137, was passed and adopted, allowing the firm of Prospector's Displays to collect all monies awarded for Mariposa County Display at State Exposition and Fair in Sacramento and other fairs.

On motion of Owings, seconded by Dalton, the Board adopts minimum mileage payment pursuant to Streets & Highways Code, Section 2010, effective August 1, 1977.

On motion of Clark, seconded by Dalton, Auditor is directed to draw a warrant to American Legion, as per contract, work to be completed within 60 days.

The Board meeting as the Board of Directors of the Air Pollution Control Board took the following action: On motion of Owings, seconded by Clark, the Auditor is directed to draw a warrant in the amount of $446.05 to MCAB for 77/78 basinwide assessment.

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

There being no further business, the Board of Supervisors adjourned at 3:15 p.m. to meet again in regular session, Tuesday, September 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
The Board of Supervisors of the County of Mariposa met in regular session this 13th day of September, 1977, at 10:00 a.m., with all members present.

The Board minutes of Sept. 6, 1977 were approved as mailed.

On motion of Clark, seconded by Owings, the following matters set on the consent agenda were approved: Travel requests: Rich Begley, Parks & Rec. Director, Recreation quarterly business meeting, Dist. V, Turlock, 9/13/77; Amend Appraisers and Appeal Board members travel for school to 9/13-17/77; Ruby Benedict, Co. Cal. Secty., CEQA Wkshp, 10/13-14/77. Tax Cancellations: No. 77-27, Unsecured, No. 77-37 through 77-40, Secured. Auditor to draw $207.60 warrant to Post Office for 1500 Jury Questionnaire envelopes.

The proposals from Cross Roofing Co. and Montoya were opened and referred to Building Inspector and Supt. of Bldgs. & Grounds for recommendation.

Road matters were discussed with Peter Artero, Road Commissioner.

On motion of Clark, seconded by Walton, correction of spelling of newly assigned road name, BRONCO to BRONCHO, is made. Clerk to notify Eldon Bartholomew, Sheriff, CDF, USF, and Hospital.

On motion of Dalton, seconded by Walton, the new names as presented by G. A. Tindall and agreed to by the families of Opdyke, Kobayashi, Soto, and Benthin of Sugar Pine Drive (access from Stout Lane), Allans Way and Reiff Way (from Sugar Pine Drive) are accepted. Clerk to notify Eldon Bartholomew, Sheriff, CDF, USF and Hospital.

Bruce Jacobs, Chairman of Planning Commission, recommended that the $150 fee for LDA No. 618 (Sheryl Mathis) be refunded as the Commission has determined that said matter should be handled by Lot Line Adjustment. On motion of Clark, seconded by Dalton, the recommendation of the Planning Commission is approved.

The public hearing regarding the draft EIR for Mariposa Creek and Stockton Creek Watersheds, was opened, testimony received and hearing closed. No action taken at this time.

On motion of Dalton, seconded by Owings, Res. 77-138, was passed and adopted, agreeing to contribute $7,575 to cover increase of local costs resulting from increased EDA grant and to provide the short-term construction financing from General Fund monies, pending receipt of project monies from EDA, for Mariposa Parking District.


The Board adjourned for lunch at 12 noon and reconvened at 2:30 p.m. at the Parks & Recreation Theater.

The public hearing on the Williamson Act opened at 2:35 p.m. Testimony received and statements were read into the record. Hearing closed at 4:40 p.m. with the Board adjourning from the Theater and reconvening in regular session at 5 p.m.

Tom R. Richardson discussed Oak Grove Community Hall.

The Board meeting as the Mariposa County Air Pollution Control Board took the following action: On motion of Owings, seconded by Clark, the Chairman was authorized to sign Application for Financial Assistance FY 1977-78.
On motion of Clark, seconded by Walton, the Auditor is directed to pay $104.92 from the Vehicle Property Damage Fund to Lon's Body Shop for repair to Sheriff's car.

On motion of Dalton, seconded by Walton, the County Counsel is authorized to execute grant amendment for Step 1 Planning Grant Increase, Coulterville Wastewater/Sewer Project.

On motion of Clark, seconded by Dalton, the Auditor is directed to transfer monies for Water Development Fund from the General Fund to the Water Agency.

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

On motion of Dalton, seconded by Walton, Public Hearing on the Williamson Act is scheduled for October 11, 1977 at 7:30 p.m. in Building "A", Fair-grounds. Clerk to publish notice.

On motion of Clark, seconded by Owings, the proposal of R. Montoya to roof the Scott Building with Fiberglass Composition shingles, in the amount of $1900, was accepted. Clerk to notify those persons submitting proposals.

There being no further business the Board adjourned at 6:45 p.m. to meet again in regular session, Sept. 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
The Board of Supervisors of the County of Mariposa met in regular session this 20th day of September, 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 13, 1977, were approved as mailed.

On motion of Dalton, seconded by Clark, the following items on the consent agenda were approved: Tax Cancellations: No. 77-41 and 77-42 Secured; Nos. 77-20 through 77-31, Unsecured. Travel: Neil B. Van Winkle, Co. Csl., State Controller's Office re cattleguards and RCR, Sept. 28, Sacramento; John Anderson, Farm Advisor, Economic Conf. (Ag., Bus., etc.) 10/26-30/77, Fresno; Edward L. Mankins, Constable, Rangemaster School, 9/26-30/77, Reimbursable, allocation of funds to cover cost of transportation & lodging, Stockton; Charles Hand, Deputy Probation Officer, Narcotics & Dangerous Drugs Training, 10/6-7/77, Modesto; John Greiner, George Colvin, Mike Wright, Chuck Shirley & Steve Dunbar, State Board of Equalization training session, 10/3-7/77, Visalia; Steve Dunbar, Assessor, Assessors' State Board of Equalization Conf., 10/2-6/77, Use of pool car requested; member of Auditor's staff and Juanita Moore, Family Support Officer, Workshop on recent changes, 9/29/77, Fresno. Resignation of Planning Commissioner Kathleen Bagwell is accepted with regret, Clerk to post notice, etc.

The following claims were approved as presented:

Contingent Fund $ 4,329.06
Road Fund 116,336.69
Rec & Parks 4,468.24
Yosemite West Maintenance Dist. 993.79
County Service Area 1-M (Don Pedro) 58.83
County Service Area 1-M (Mariposa Pines) 148.58
Don Pedro Sewer Zone 1,071.10
Law Library 68.76
Special Aviation 4,745.45
Vehicle Property Damage Fund 104.92
Mariposa Lighting District 1,136.34
Hornitos Lighting District 54.46
Coulterville Lighting District 137.79
Anti-Recession Operating Fund 4,206.12
Water Development 852.27
S. A. P. 246.73
Federal Administration 1,841.26
General Fund 89,024.28

The Board acting as the Board of Directors of the Yosemite West Maintenance District took the following action: On motion of Owings, seconded by Clark, an encroachment permit is allowed Mr. Earl Bartell for a temporary Bldg., expiration date Sept. 1, 1978.

Leonard Gabrielson, Supt. of Bldgs. & Grnds., presented proposal for insulation of Scott Building. On motion of Dalton, seconded by Clark, the proposal presented by Sears Roebuck & Co., Merced, to insulate 2,016 sq. ft. in the amount of $549.08, is accepted.

Ord. 465 was passed and adopted, amending Ord. 457, parking limitation of 25 MPH in a portion of Yosemite West Maintenance District.

On motion of Dalton, seconded by Clark, County Counsel has authority to execute Offer of Grant Acceptance on behalf of the County for Coulterville Water Project, in the total amount of $346,100.

On motion of Dalton, seconded by Owings, the Chairman and County Counsel are designated as authorized signatories for payment vouchers on Letter of Credit.

County Counsel and Chairman of the Board excused due to conflict of interest. On motion of Dalton, seconded by Owings, the Yosemite Bank is designated as bank depository to receive the direct deposit of grant funds from EDA for Coulterville Water project.
On motion of Dalton, seconded by Owings, County Counsel to offer to purchase from Ernest and Katherine Smith for the amount of $1,750. 66 acres for water storage tank and 0.145 acres for pipeline easement, Coulterville Water project.

On motion of Dalton, seconded by Clark, County Counsel to offer to purchase from Russell Rolfe, et. al., for the amount of $28,386, 15.92 acres for sewer plant site, 3.88 acre buffer easement, and rights of way for access roads and/or pipeline easements in the following amounts of acreage: .241, .469, .709, 0.13.

On motion of Dalton, seconded by Owings, Public Hearing is set for October 18, 1977, at 11:00 a.m., regarding Notice of Intention of Board of Supervisors to adopt resolution to condemn property for Coulterville Wastewater Treatment Facility. County Counsel and/or Clerk to send notice to all affected property owners as required.

On motion of Dalton, seconded by Owings, the bill from Arnold Associates, Real Estate Appraisers & Consultants, $2,000 for Coulterville Wastewater Treatment Facility acquisition, and $300 for Coulterville Water Storage Project, were approved.

Peggy McElligott, of Wilson, Jones, Morton & Lynch, bonding attorney discussed bonding process in regard to the Mariposa Parking District No. 1.

The public hearing, continued from August 30, 1977, on the Mariposa Downtown Parking District No. 1 opened at 11:00 a.m. Testimony was received, letter of protest read into the record, and hearing closed.

The Board acting as the Board of Directors of the Parking District reiterates its intention to contribute approximately $7,575 and all boundaries will remain as originally proposed.

On motion of Clark, seconded by Owings, Res. 77-139, was passed and adopted, overruling protests on resolution of intention No. 77-41.

On motion of Clark, seconded by Owings, Res. 77-140 was passed and adopted, a Resolution and Order making contribution and correcting amount to be assessed.

On motion of Dalton, seconded by Owings, Res. 77-141 was passed and adopted, a Resolution and Order adopting Engineer's Report, Confirming the Assessment and Ordering the work and acquisitions.

On motion of Dalton, seconded by Owings, Res. 77-142 was passed and adopted designating collection officer.

On motion of Owings, seconded by Dalton, Res. 77-143 was passed and adopted, awarding contract to Gentz Construction.

On motion of Clark, seconded by Owings, the offer of Stone & Younberg regarding the issuance of approximately $45,000 par value improvement bonds is accepted and the sale of the bonds is awarded to said company.

Arnold J. Soares, Chairman of the Board of Directors of the Western Mining Council, discussed representation of Mining Council during preparation of the mining ordinance.

The Board adjourned for lunch at 12:15 p.m.

On motion of Dalton, seconded by Clark, the Board met as the Water Agency at 1:30 p.m. and reconvened in regular session.

The public hearing regarding the inclusion into A-E Zoning (Wolfsen) opened at 2:00 p.m. Testimony was given and on motion of Clark, Seconded by Owings, the Draft Negative Declaration was presented and accepted. The hearing is continued to consider Final Negative Declaration and set for 11:30 a.m. on October 11, 1977.

The Board acting as the Board of Directors of the Yosemite West Maintenance District opened the hearing regarding possible moratorium on building within the District at 2:38 p.m. and continued to 2:55 p.m.

On motion of Dalton, seconded by Clark, Res. 77-144 was passed and adopted, in memory of Lawrence (Jack) Jenkins.
The Board acting as the Board of Directors of Yosemite West Maintenance District took the following action: Res. 77-4 was passed and adopted, stating that the District has the ability and will provide matching funds on the local level to match any Federal and/or State grants to develop new domestic water sources within the District, on motion of Owings, seconded by Clark.

On motion of Dalton, seconded by Clark, the bills from CH2M Hill for Coulterville Water System Design, as approved by County Counsel and Engineer, in the amounts of $15,615 and $61,463.19 were approved.

The request for refund of LDA #467 filing fee of $150 was made by Velda R. Lemaster and referred to the County Counsel.

Appeal of Planning Commission decision, Finding No. 4, LDA No. 616 (DeRuvo) is set for public hearing as a Trial de Novo on October 18, 1977, at 7:30 p.m.

The public hearing resumed on building moratorium in Yosemite West Maintenance District and testimony was received. Hearing closed at 3:15 p.m.

On motion of Owings, seconded by Dalton, it is found that an emergency situation exists in Yosemite West regarding water supply and fire protection.

On motion of Owings, seconded by Dalton, Ord. 466 was passed and adopted as an emergency ordinance, placing a moratorium on building in Yosemite West Maintenance District beginning at 5:00 p.m. this day.

On motion of Dalton, seconded by Clark, the Assessor is authorized to advertise for bid the 1968 Chevrolet, minimum bid to be $250. Bids must be received in the County Clerk's office by 4:30 p.m. October 28, 1977, and will be opened by the Board on November 1, 1977, at 10:45 a.m.

On motion of Clark, seconded by Dalton, four Planning Commission members were granted permission to travel to Commissioners Annual Conference, 10/12-15/77, San Francisco.

The Board requests that the Planning Commission accept and deliver to the Clerk of the Board comments and letters regarding changes in land classification in the General Plan Update.

There being no further business, the Board adjourned to meet again in regular session, Tuesday, September 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
The Board of Supervisors of the County of Mariposa met in regular session this 27th day of September, 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 20, 1977, were approved as mailed.

The following items on the consent agenda were approved, on motion of Dalton, seconded by Clark: Travel: Barbara Saye, Aud-Rec., Recorder’s Conf., 10/9-12/77, Santa Barbara; Howard Tangle, Assst. D.A., Western Regional URESA Conf., 10/6-7/77, San Diego; John Anderson, Farm Advisor, Cooperative Ext. County Directors Conf., 10/2-5/77, Asilomar; Arlin Baldwin, Licensing Meeting, 9/30/77, Fresno. Tax Cancellation No. 77-31, Secured. Auditor was directed to draw warrant to Mariposa Gazette in the amount of $441.46 for costs of publications and misc. paper supplies for month of August.

On motion of Clark, seconded by Dalton, reallocation of Revenue Sharing Funds is allowed Assessor’s Office; $220.34 to purchase desk and calculators.

Peter Arteo, Road Commissioner, discussed road matters. On motion of Clark, seconded by Owings, the Road Commissioner is authorized to advertise for bids for Antifreeze, patch material, and culverts. Bids on antifreeze and patch material to be opened Tuesday, October 18, 1977, at 10:30 a.m.; bids on culverts to be opened Tuesday, November 1, 1977, at 10:30 a.m.

On motion of Clark, seconded by Owings, Road Commissioner is authorized to purchase a new grader, cost not to exceed $52,899.10, including trade-ins.

Chairman was authorized to sign letter to the Bureau of Census regarding transmittal of proposed 1980 Census Enumeration Districts and Census Designated Places.

Bruce Jacobs, Planning Commission chairman, discussed policies established by the Planning Commission. On motion of Dalton, seconded by Clark, the following policy is adopted in regard to easements and road improvements relating to Ordinance No. 462: 1) All new easements shall be non-exclusive 60-foot easements with a roadway width of 20 feet, with the following exception: Where easements serve no more than two parcels, said road shall provide safe passing for two automobiles; 2) Road surface will be based on recommendations from the County Engineer at the request of the Planning Commission; 3) On all tentative maps, existing easements on applicant’s property will be required to meet these standards. The Planning Commission will require the applicant to construct a 10-foot graded road upon the easement to his property and the applicant will be requested to make every effort, to acquire a 60-foot non-exclusive easement to his property, where possible, to meet these standards.

On motion of Clark, seconded by Dalton, the Board adopted a policy wherein all property owners served by or using a common road easement, regardless of width, will be notified by the Planning Commission that a division of land is proposed that will affect that easement.

The public hearing to amend Res. 77-36 (Cooke Disposal Service), to increase scope of work, opened at 10:45 a.m. Testimony received and hearing closed. On motion of Owings, seconded by Clark, Res. 77-145 was passed and adopted, amending Res. 77-36 to include bidding on Government contracts. In the future, all disposal services are to notify the Board of Supervisors when they are bidding on Government contracts.

On motion of Clark, seconded by Owings, Lois Lewis, Welfare Director, is authorized to hire Mrs. Madeline Floch, on a provisional basis, effective October 1, 1977.
Board of Supervisors
September 27, 1977

Jack Gould, Undersheriff, and Bill Green, Deputy Constable, discussed purchase of radio for Constable's truck. On motion of Clark, seconded by Owings, Res. 77-146 was passed and adopted, appropriation of $675 for purchase of radio.

On motion of Clark, seconded by Dalton, Res. 44-147 was passed and adopted; National 4-H week proclaimed to be October 2-8, 1977.

The following bills from CH2M Hill were approved, upon recommendation of County Counsel and County Engineer: Coulterville Water System Design - $12,145; Administration of Historical Landmark Project - $2,750.15; Coulterville Wastewater Design - $3,379.92

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

On motion of Clark, seconded by Owings, the following persons were appointed to the Water Agency Advisory Board, pursuant to Water Agency Resolution No. 23: Dist 1, Reno Ferrero; Dist 2, Lois Greenberg; Dist 5, William Kennedy; Secretary, Donna F. Matlock.

On motion of Clark, seconded by Dalton, Chairman was authorized to sign agreement relating to Cooperative Library Reference Services (San Joaquin Valley Information Service) with the County of Fresno.

Auditor was directed to draw a warrant for $1,060 to the Department of Forestry for 1960 Ford 4-wheel drive fire truck for Greeley Hill, on motion of Dalton, seconded by Owings.

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 was authorized to sign Transportation Permit No. 1 issued to Sugar Pine Enterprises, Inc., to operate logging trucks on Yosemite West Sub-division roads.

On motion of Clark, seconded by Dalton, the Golden Chain Council is invited to meet in Mariposa in January, 1978.

Doug Caldow, Duncan & Jones, presented consultant's final report regarding Planning procedures they are recommending to be implemented in Mariposa county.

Newey O. Stephens spoke regarding Streets & Highways Code, Sec. 2021, and possible duplication of mileage by county officials.

On motion of Clark, seconded by Owings, the Chairman was authorized to sign the Invitation to Bid regarding Coulterville Wastewater System and Water Supply.

On motion of Dalton, seconded by Owings, Res. 77-148 was passed and adopted, amending Res. 77-131 and 77-135, setting the date and time for opening bids, Coulterville Wastewater and Water Facility Improvements.

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

There being no further business, the Board adjourned to meet in regular session, Tuesday, October 4, 1977, at 10:00 a.m.

FRANK L. LONG, Chairman
Board of Supervisors

ELLEN BRONSON, County Clerk &
ex officio Clerk of the Board
THIS AGREEMENT made this 15th day of September, 1977, at Mariposa, County of Mariposa, State of California, by and between the 35-A District Agricultural Association hereinafter called the Association, and Mariposa County Board of Supervisors hereinafter called the Licensee.

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning _______ and ending _______ or upon the following date or dates Oct. 11, 1977, 7:30 p.m. upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective.

3. The description of the premises of the Association permitted to be used is described as "A" Building

in the county of Mariposa, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay same promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows: $40.00 plus cost of clean-up and damages, if any

and payable as follows: IN ADVANCE...

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said use the Licensee agrees to pay Association the sum of included in item 5, hereby agreed to be a reasonable proportion thereof payable in addition to the amount set forth in paragraph 5.

7. Said premises shall be used for public hearing--Williamson Act and for no other purpose without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Licensee and shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensee agrees to maintain the premises herein permitted to be used and other portions of the premises of the Association to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted and Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

35-A DISTRICT AGRICULTURAL ASSOCIATION

Mariposa County Board of Supervisors

Licensee
Address: c/o Mariposa County Court House
Mariposa, CA 95338

By
Frank L. Long
Chairman, Board of Supervisors

Agreement No. 77-107

Licensee
Address: P.O. Box 197
Mariposa, Ca. 95332

By
Jack D. Pinkerton
Secretary-Manager

Continued on reverse side
AGREEMENT RELATING TO COOPERATIVE LIBRARY REFERENCE SERVICES

THIS AGREEMENT, made and entered into this ______ day of ________, 1977, between the County of Fresno and the ________ Board of Supervisors of the County of Mariposa.

WITNESSETH:

THAT WHEREAS, the County of Fresno heretofore entered into a contract with the State of California, Department of Education, relating to the establishment of a project for the extension and improvement of public library reference services to the residents of Fresno County and other participating counties and cities in the San Joaquin Valley, which said project was known and designated as the San Joaquin Valley Information Service; and

WHEREAS, it is the desire of the County of Fresno and certain other library authorities within the San Joaquin Valley that said program be continued in its essential services financed by the County of Fresno and other participating library authorities; and

WHEREAS, partial support for the San Joaquin Valley Library System, which now includes the San Joaquin Valley Information Service, is to be furnished by the State of California under Chapter 1.5 of Division 20 of the California Education Code (Public Library Development Act); and

WHEREAS, the ________ Mariposa County Free Library ________ is not eligible to receive any portion of the State grant allocated for the support of the San Joaquin Valley Library System; and

WHEREAS, the ________ Mariposa County Free Library ________ wishes to pay its full share of the cost of the San Joaquin Valley Information Service in order to obtain its reference and other services, not to be in any way subsidized in the Library's share by State or other funds;

-1-
NOW, THEREFORE, TO THAT END IT IS HEREBY AGREED that the
County of Fresno will make available through the Fresno County
Free Library, and the Board of Supervisors of the County of Mariposa
agrees to make use of the
following services offered under the Service:
(a) Availability of reference resources in the Fresno County
   Free Library;
(b) Availability of additional reference personnel in the
   Fresno County Free Library;
(c) Availability of an unlisted telephone for the Service
    in the Fresno County Free Library, which will receive
    telephone calls from participating libraries;
(d) Availability of photocopying equipment in the Fresno
    County Free Library which will photocopy reference
    materials for participating libraries and library users.
In consideration of the aforementioned services the
Board of Supervisors of the County of Mariposa
agrees to pay to the County of Fresno $616.00 payable upon
the execution of this agreement and to be paid in any event not
The period of the Service aforementioned and of this
agreement is for twelve months, to wit: July 1, 1977, through
June 30, 1978; and it is agreed that if at the end of said
period the Board of Supervisors of Fresno County agrees to continue
the Service and the Board of Supervisors of the County of Mariposa
agrees to continue as a participant in
said Service on behalf of the library under its jurisdiction, the
parties will continue said Service with local funds, the pro-
portionate share of the cost to each participating library to be
determined upon the basis of population, use of service, and other
terms then agreed upon by the participating agencies.
This agreement has been executed on behalf of the
parties aforementioned pursuant to a resolution of their respective
governing boards authorizing execution thereof.

COUNTY OF FRESNO

By
Chairman, Board of Supervisors

ATTEST:
Clerk, Board of Supervisors

COUNTY OF MARIPOSA

By
FRANK L. LONG, Chairman
Board of Supervisors

ATTEST:
ELLEN BRONSON

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

APPROVED AS TO FORM

NEIL B. VAN WINKLE, COUNTY COUNSEL
COUNTY OF MARIPOSA
DATE 7/26/77

LYNNE ROBINSON
Deputy County Clerk